



CAROLINE JUDY, Acting Director

1401 LAKESIDE DRIVE, OAKLAND, CALIFORNIA 94612 510 208 9700 FAX 510 208 9711 www.acgov.org/gsa/

COUNTY OF ALAMEDA
REQUEST FOR QUOTATION No. F-78555
for
Installation of Electric Vehicle Charging Stations
At Various Locations in the Counties of Alameda, Contra Costa, and Sonoma

JOINT PURCHASE INVOLVING
THE FOLLOWING CALIFORNIA AGENCIES:

CITY OF CONCORD, COUNTY OF ALAMEDA, COUNTY OF SONOMA

FEDERAL AID PROJECT NO. CML 5933(109)

For complete information regarding this project, see RFQ posted at
<http://www.acgov.org/pwa/business/projects.htm>,
http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp, or contact the County
representative listed below. Thank you for your interest!

Contact Person: Phillip Kobernick, Sustainability Project Manager

Phone Number: (510) 272-6505

E-mail Address: Phillip.Kobernick@acgov.org

RESPONSE DUE

by

2:00 p.m.

on

January 5, 2016

at

Alameda County, Public Works Agency
951 Turner Court, Room 300
Hayward, CA 94544



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CAROLINE JUDY, Acting Director

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**SPECIFICATIONS
FOR
INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS
AT VARIOUS LOCATIONS IN THE COUNTIES OF
ALAMEDA AND SONOMA AND THE CITY OF CONTRA COSTA
CALIFORNIA**

Specification No. F-78555

**Tong Yuen-Wai Cho
Electrical Engineer
Electrical Engineer No. 11268
Expiration Date: December 31, 2015**

**Robert Stevens
Project Manager
Civil Engineer No. 058660
Expiration Date: December 31, 2016**



**Caroline Judy
Acting Director
Alameda County, General Services Agency**

TABLE OF CONTENTS

NOTICE TO BIDDERS	1
INSTRUCTIONS TO BIDDERS	4
PROPOSAL AND CONTRACT	10
PROPOSAL TO THE COUNTY OF ALAMEDA PUBLIC WORKS AGENCY	11
BIDDING SHEET	13
LISTING OF SUBCONTRACTORS TO BE USED IN THE CONTRACT	17
BIDDER’S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)	18
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	19
PUBLIC CONTRACT CODE	20
PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT	20
NONCOLLUSION AFFIDAVIT	22
DEBARMENT AND SUSPENSION CERTIFICATION	23
NON LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS	24
CERTIFICATION OF COMPLIANCE –	25
IRAN CONTRACTING ACT OF 2010	25
DISCLOSURE OF LOBBYING ACTIVITIES	26
IMPORTANT NOTICE	29
BID BOND - ALAMEDA COUNTY	30
BID BOND - CITY OF CONCORD	31
BID BOND - SONOMA COUNTY	32
CONTRACT (FOR INFORMATION ONLY)	33
PERFORMANCE BOND - ALAMEDA COUNTY	45
PERFORMANCE BOND - CITY OF CONCORD.....	47
PERFORMANCE BOND - SONOMA COUNTY	49
PAYMENT BOND - ALAMEDA COUNTY	51
PAYMENT BOND - CITY OF CONCORD	53
PAYMENT BOND - SONOMA COUNTY	55
FEDERAL MINIMUM WAGE RATES.....	57
PART B: SUPPLEMENTAL DOCUMENTS.....	58
EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS).....	60
INSTRUCTIONS - LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS).....	61
EXHIBIT 15-H DBE INFORMATION—GOOD FAITH EFFORTS	62
DBE CERTIFICATIONS.....	64
FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS	65
SPECIAL PROVISIONS	76
SECTION 1 - GENERAL	76
SECTION 2 - BIDDING	76
2.1 PRE BID MEETING	76
2.2 PROJECT BIDDING.....	76
2.3 PROJECT AWARD	76
2.4 FEDERAL REQUIREMENTS.....	77
2.4.1 DISADVANTAGED BUSINESS ENTERPRISE (DBE).....	77
2.4.2 FEDERAL LOBBYING RESTRICTIONS	77
SECTION 3 - CONTRACT AWARD AND EXECUTION	78
3.1 CONTRACTS	78
3.2 CONTRACT AND LABOR COMPLIANCE MANAGEMENT SYSTEM.....	78

3.3 FEDERAL MINIMUM WAGE	79
3.4 SUBCONTRACTOR AND DBE RECORDS	80
3.5 DBE CERTIFICATION STATUS.....	80
SECTION 4 - SCOPE OF WORK	81
SECTION 5 - CONTROL OF WORK.....	81
SECTION 6 - CONTROL OF MATERIALS	81
6.1 OWNER FURNISHED MATERIALS.....	81
6.2 BUY AMERICA REQUIREMENTS.....	81
6.3 WARRANTY	82
6.4 VIDEOTAPING OF PROJECT SITE	82
SECTION 7 - LEGAL RELATIONS	82
7.1 LABOR CODE REQUIREMENTS.....	82
7.2 DEPARTMENT OF INDUSTRIAL RELATIONS	82
7.3 SUBCONTRACTING	83
SECTION 8 - PROSECUTION AND PROGRESS	83
8.1 DELAYED START	83
8.2 BEGINNING OF WORK	83
8.3 CONTRACT WORKING DAYS	83
8.4 LIQUIDATED DAMAGES	84
8.5 SCHEDULE.....	84
SECTION 9 - PAYMENT.....	84
9.1 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS	84
9.2 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.....	84
SECTION 10 - PROJECT DETAILS	84
10.1 ORDER OF WORK	84
10.2 MOBILIZATION	85
10.3 CONSTRUCTION STAKING.....	85
10.4 TRAFFIC	85
10.5 UTILITIES	85
10.6 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES	85
10.7 DISPOSAL OF MATERIALS.....	86
10.8 WATERING	86
10.9 TRENCH SAFETY	86
10.10 WATER POLLUTION CONTROL.....	87
10.11 SPECIFIC REQUIREMENTS AT SITES.....	87
10.12 ELECTRICAL SYSTEMS.....	89
10.12.1 REGULATIONS AND CODE	89
10.12.2 SCHEDULE OF VALUES.....	89
10.12.3 EQUIPMENT LIST AND DRAWINGS.....	90
10.12.4 CERTIFICATE OF COMPLIANCE	90
10.12.5 MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS.....	90
10.12.6 SCHEDULING OF WORK.....	91
10.13 MATERIALS AND INSTALLATION	91
10.13.1 EXCAVATING AND BACKFILLING.....	91
10.13.2 REMOVING AND REPLACING IMPROVEMENTS.....	91
10.13.3 FOUNDATIONS.....	92
10.13.4 CHARGERS	92

10.13.5	CONDUIT.....	93
10.13.6	PULL BOXES	96
10.13.7	CONDUCTORS AND CABLES.....	98
10.13.8	WIRING	99
10.13.9	BONDING AND GROUNDING	100
10.13.10	SERVICE.....	101
10.13.11	TESTING	102
10.13.12	GALVANIZING	103
10.13.13	PAINTING.....	103
10.13.14	NUMBERING ELECTRICAL EQUIPMENT	104
10.13.15	REMOVING ELECTRICAL EQUIPMENT.....	104
10.13.16	REINSTALLING REMOVED ELECTRICAL EQUIPMENT	104
10.14	SAW CUT EXISTING PAVEMENT	105
10.15	REMOVE ASPHALT AND CONCRETE.....	105
10.16	AGGREGATE BASES	105
10.17	CONTROLLED DENSITY FILL.....	106
10.18	ASPHALT CONCRETE	108
10.19	CONCRETE CURBS AND SIDEWALKS	109
10.20	PAINTED TRAFFIC STRIPES	110
10.21	CLEANING OF THE SITE	111
10.22	RECORD DRAWINGS	111

APPENDICES

APPENDIX A – SONOMA COUNTY CONSTRUCTION CONTRACT

APPENDIX B – CITY OF CONCORD TERMS AND CONDITIONS

APPENDIX C – ALAMEDA COUNTY CND ORDINANCE, SUSTAINABLE DESIGN GUIDELINES, AND INSURANCE

NOTICE TO BIDDERS

CONTRACT NO. _____

Sealed proposals for the work shown on the plans entitled:

**COUNTY OF ALAMEDA
PUBLIC WORKS AGENCY
PROJECT PLANS FOR**

**INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS AT VARIOUS LOCATIONS IN THE
COUNTIES OF ALAMEDA, CONTRA COSTA, AND SONOMA**

FEDERAL AID PROJECT NO. CML 5933(109)

will be received at the County of Alameda, 951 Turner Court, Room 300, Hayward, CA 94545 until 2:00 p.m. on **January 5, 2016** at which time they will be publicly opened and read.

Proposal forms for this work are included in separate books entitled:

**COUNTY OF ALAMEDA
PUBLIC WORKS AGENCY
PROPOSAL AND CONTRACT (PART A) AND
SUPPLEMENTAL DOCUMENTS (PART B)
FOR**

**INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS AT VARIOUS LOCATIONS IN
THE COUNTIES OF ALAMEDA, CONTRA COSTA, AND SONOMA**

FEDERAL AID PROJECT NO. CML 5933(109)

General Work Description:

The work to be done consists, in general, of coordination with various sites to secure access and power shut off; implementing traffic control and storm water protection; trenching and surface restoration; installing conduits and appurtenances; obtaining charging stations at various storage facilities; installing charging stations; installing conductors and related electrical equipment; and furnishing of all labor, materials, tools, equipment, mechanical workmanship, transportation and services necessary in order to perform a complete job in all respect as indicated on the plans and specifications, which are by reference made a part hereof, as specified herein, and as directed by the Engineer.

Bidders are invited to provide bids for the following participating public agencies: City of Concord, County of Alameda, and County of Sonoma ("Agencies" or "Agency").

The lead agency is the County of Alameda, which has consolidated information from the Agencies into this bid solicitation and will be facilitating communication between bidders and Agencies during the bidding period, and issuing Addenda, if required. However, the successful bidder(s) shall enter into individual contract(s) directly with each Agency. The individual contracts will have different terms.

The Disadvantaged Business Enterprise (DBE) Contract goal is 21 percent. The DBE goal applies to the entire project as a whole and will be evaluated as an aggregated average of the multiple contracts.

A mandatory pre-bid meeting is scheduled for **Tuesday, December 1, 2015 at 8:30 AM**, at 1401 Lakeside Drive, Room 1107, Oakland, CA. This meeting is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities. **Bid Proposals from prime contractors that fail to attend this mandatory pre-bid meeting and mandatory field visits will be rejected.**

Mandatory field visits are scheduled as follows:

- **Tuesday, December 1, 2015:**
 - o 1440 Guerneville Rd., Santa Rosa, CA 95401
 - o 2680 Ventura Ave., Santa Rosa, CA 95403
 - o 625 5th Street, Santa Rosa, CA 95404
- **Wednesday, December 2, 2015:**
 - o 1350 Galindo St., Concord, CA
 - o 1455 Gasoline Alley, Concord, CA 94520
 - o 1950 Parkside Dr., Concord, CA 94519
 - o 6175 Madigan Rd., Dublin, CA 94568
- **Thursday, December 3, 2015:**
 - o 165 13th St., Oakland, CA 94612
 - o 15400 Foothill Blvd., San Leandro, CA 94578
 - o 399 Elmhurst St., Hayward, CA 94544
 - o 951 Turner Ct., Hayward, CA 94545

All field visits will begin at 8 AM, except for Tuesday December 1, which will begin after the pre-bid meeting.

A preconstruction conference will be scheduled with the Contractor after the contract has been fully executed and prior to the start of the project.

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

Bids are required for the entire work described herein.

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

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

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

Plans and specifications may be viewed and purchased by any prospective bidder online at:

<https://www.ipdservices.com/clients/eastbay/?ALCO>

Alternatively, by contacting:

1. Central Blue Print at 17132 East 14th Street, Hayward, CA 94541 (510-276-3375)
2. East Bay Blue Print and Supply at 1745 14th Avenue, Oakland, CA 94606 (510-261-2990)
3. Custom Blue Print, 1944 Mt. Diablo Boulevard, Walnut Creek, CA 94596 (925-932-3113)

All questions should be directed to the Contract Administration Office, County of Alameda, Hayward, California, telephone (510) 670-5450.

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

The successful bidder shall furnish a payment bond and a performance bond for the benefit of each Agency.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at County of Alameda and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Proposal and Contract," and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the books entitled "Proposal and Contract." If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

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

The Board of Supervisors reserves the right to reject any or all bids and any or all items of such bids.

BY ORDER OF THE BOARD OF SUPERVISORS,
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

Clerk of the Board of Supervisors
County of Alameda, State of California

END OF NOTICE TO BIDDERS

INSTRUCTIONS TO BIDDERS

SUBMISSION OF BIDS

The bidders shall carefully examine the Contract Documents and satisfy themselves as to the sufficiency thereof. The Contract Documents shall include the Permits, Licenses, Agreements & Certifications (PLACs). Should any discrepancies or omissions in the Contract Documents be discovered, bidders shall report such discovery immediately to the Engineer for a decision; and shall not, at any time after the submission of the bids, dispute or complain of such Contract Documents and the directions explaining them or interpreting them, nor assert that there is any misunderstanding in regard to the location, extent, or nature or amount of work to be performed. Bidders are presumed to have visited and inspected the site of the work and familiarized themselves with the conditions there existing, as well as all other conditions relating to the construction and labor under which the work will be performed. The submittal of a bid will be considered an acknowledgment on the part of the bidder of familiarity with conditions at the site of the work.

The bidders are expressly notified prior to the submission of bids that no deviation from the Contract Documents will be allowed unless formally approved in writing by the Public Works Director or his authorized agent and issued as an Addendum.

Bidders desiring explanation concerning any portion of the work during the time of estimating may obtain the same by making application, in writing, to the Engineer or his assigned agent, with the provision that such requests for explanation shall be placed with the Engineer at least five (5) WORKING days before the date set for the submission of the bids.

No bid will be accepted from, or a contract awarded to any party or firm in arrears to the County of Alameda, or who is a defaulter as a surety, contractor, or otherwise.

No person, firm, or corporation will be allowed to make or file or be interested in more than one bid for the same work, unless alternative bids are called for. A person, firm, or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

No bidder will be considered by the Board of Supervisors unless such bidder is believed by said Board to be authorized by law to execute the contract or perform the work for which such bid is received. However, should it appear to said Board of Supervisors, at any time, that any bidder is not or might not be authorized by law to execute the contract or perform such work, then said Board of Supervisors at its sole discretion may at any time reject any bid, or refuse to execute any contract with such bidder regardless of whether or not the contract had been previously awarded by said Board and without any liability whatever on the part of County of Alameda, its Board of Supervisors, or any member of the Board of Supervisors, or the County's' officers, employees, or its agents, either as individuals or in official capacities.

When a bid is submitted by a firm, partnership or corporation, it must be signed in the name of such firm, partnership or corporation by a duly authorized officer or agent thereof.

Bidders shall observe in the Contract Documents that provision is made for unit prices covering various items of work, and they shall be required to submit these unit prices, in full, as noted in the BID PROPOSAL forms furnished them by the Public Works Agency.

When provided, the quantities on the BIDDING SHEET are approximate and given for the purpose of comparing bids only. A quantity designated as a final quantity on the Contract Documents or specified under the bid items shall be the quantity for which payment will be made unless the work as shown on the Contract Documents is revised by the Engineer. The County does not expressly or by implication agree or guarantee that the actual amount of work will correspond to the preliminary estimate or to the quantities set forth, but reserves the right, insofar as authorized by law, to increase or decrease the amount of any class or portion of the work, or to omit portions of the work as may be deemed necessary or expedient by the Engineer.

The Bidder shall make his own estimate as to required quantities based upon the Contract Documents and his examination of the site of the work. Work, complete and in place, will be paid for on the unit price basis as set forth in the Bidder's bid proposal for work actually done and as outlined in the Contract Documents. The Bidder must include in his bid price the furnishing of all labor, material, and equipment, and the performance of all work necessary to make a complete job regardless of any omission of details in the Contract Documents.

Bids are required for the entire work. No aggregate bids will be received.

The contract will be awarded as a whole to the lowest responsible bidder whose proposal complies with all requirements prescribed. The Board reserves the right to waive any non-material irregularities in the bid proposal document.

The price bid shall include any Federal or State Tax payable on articles to be furnished under the contract.

Bids shall not contain any revision of the work to be done. Alternative proposals will not be considered. No oral, telegraphic or telephonic proposals or modifications will be considered. It is the sole responsibility of the bidder to see that the intended bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

Whenever the Contract Documents indicate or specify by patent or proprietary name and/or by a name of manufacturer the use or inclusion of any material, process, device or article, such specifications shall be deemed to be used for the purpose of facilitating description of material, process, device or article desired, and shall be deemed to be followed by the words "or approved equal," and the Contractor may offer the County any material, process, device or article which shall be equal in every respect to that so indicated or specified; provided, however, that if the material, process, device or article offered by the Contractor is not, in the opinion of the Engineer, equal in every respect to that specified, then the Contractor must furnish the material, process, device or article specified, or one that, in the opinion of the Engineer, is the equal thereof in every respect.

PROPOSAL GUARANTY

All bids for the work shall be accompanied by a deposit equal to ten percent (10%) of the total amount bid.

All bids must be made on BID PROPOSAL forms enclosed with the Project Specifications or obtained at the Public Works Agency, 951 Turner Court, Room 100, Hayward, CA 94545; said forms shall include, but are not limited to: a description locating and describing the proposed work; the amount of the bid; a statement that the Bidder has examined the Contract Documents and the site; and must be signed in longhand by the bidder and accompanied by a deposit in an amount equal to at least ten (10%) percent of the total amount bid (the amount bid shall be the highest amount of the base bid plus any allowances, prebid amounts or alternates), as indicated on the BID BOND form which is a part of the BID PROPOSAL; and these forms shall be submitted sealed within the BID envelope. This deposit may be cash, cashier's check, certified check (certified without qualification and drawn on a solvent bank of the State of California or a National Bank doing business in the State of California), made

payable to the relevant Agency, as necessary, or Bid Bond prepared on the forms provided by the Agencies, or the bid will not be considered; this aforesaid deposit is to serve as agreed and liquidated damages should the party or parties to whom any contract(s) is awarded fail to enter into the contract(s) after the award, or fail to give the bond required for the faithful performance of the contract, or fail to furnish any other bond required by law.

SUBCONTRACTOR - LISTING OF PERCENT WORK

Refer to requirements in Bid Proposal.

PREVAILING WAGES

Refer to requirements in Notice to Bidders.

DBE PARTICIPATION FOR FEDERALLY FUNDED PROJECTS

Refer to requirements in the Special Provisions.

BID PROTEST PROCEDURES

The County of Alameda, as lead agency, prides itself on the establishment of fair and competitive contracting procedures and the commitment made to following those procedures. The following is provided in the event that bidders wish to protest the bid process or appeal the recommendation to award a contract for this project once the Notices of Intent to Award/Non-Award have been issued. Bid protests submitted prior to issuance of the Notices of Intent to Award/Non-Award will not be accepted.

Any bid protest, by any Bidder regarding any other bid, must be submitted in writing to the County's Public Works Agency Deputy Director, Construction and Development, located at 951 Turner Court, Hayward, CA 94544, Fax: (510) 670-5269, before 5:00 p.m. of the **FIFTH (5th)** business day following the Bid Opening.

- a) The protest must contain a complete statement of any and all basis for the protest.
- b) The protest must refer to the specific portions of any and all documents that form the basis for the protest.
- c) The protest must include the name, address, email address, fax number, and telephone number of the person representing the protesting party.
- d) The lead agency will transmit a copy of the bid protest to all bidders as soon as possible after receipt of the protest.
- e) Upon receipt of written protest, Alameda County's Public Works Agency Deputy Director, or his designee, will review and evaluate the protest and issue a written decision. Alameda County's Public Works Agency Deputy Director, may, at his discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The Deputy Director will schedule a meeting to discuss or will issue a written response regarding the Public Works Agency's decision on the protest within five (5) business days of receipt of the bid protest.
- f) The Public Works Agency Deputy Director's written response will inform the bidder whether or not the Agency's recommendation to the Board is going to change. A copy of the decision will be furnished to all bidders affected by the decision. As used in this paragraph, a bidder is affected by the decision on a bid protest if a decision on the protest could have resulted in the bidder not being the apparent successful bidder on the bid.
- g) The decision of the Public Works Agency Deputy Director, Construction and Development, on the bid protest may be appealed to the Auditor-Controller's Office of Contract Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612, Fax: (510) 272-6502. The bidder whose bid is the subject of the protest, all

bidders affected by the Public Works Agency Deputy Director, Construction and Development's decision on the protest, and the protestor have the right to appeal if not satisfied with the Public Works Agency Deputy Director, Construction and Development 's decision. All appeals to the Auditor-Controller's OCC shall be in writing and submitted within five (5) business days following the issuance of the decision by the Public Works Agency Deputy Director, Construction and Development, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5th) business day following the date of issuance of the decision by the Public Works Agency Deputy Director, Construction and Development shall not be considered under any circumstances by the County or the Auditor-Controller OCC. In reviewing protest appeals, the OCC will not re-judge the proposal(s). The appeal to the OCC shall be limited to review of the procurement process to determine if the contracting department materially erred in following the bid or, where appropriate, County contracting policies or other laws and regulations.

- h) The appeal to the OCC also shall be limited to the grounds raised in the original protest and the decision by the Public Works Agency Deputy Director, Construction and Development. As such, a bidder is prohibited from stating new grounds for a bid protest in its appeal. The Auditor-Controller (OCC) shall only review the materials and conclusions reached by the Public Works Agency Deputy Director, Construction and Development or his designee, and will determine whether to uphold or overturn the protest decision.
- i) The Auditor's Office may overturn the results of a bid process for ethical violations by Procurement & Support Services staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
- j) The decision of the Auditor-Controller's OCC is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCC will be furnished to the protestor, the bidder whose bid is the subject of the bid protest, and all bidders affected by the decision.
- k) The decision of the Auditor-Controller's OCC is the final step of the appeal process, and the OCC's conclusions will be forwarded to the Board of Supervisors for its consideration in awarding the contract(s).
- l) The procedures and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to timely complete both the bid protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

AWARD OF CONTRACT

The award of the contracts, if they are awarded, will be to the lowest responsible bidder whose proposal complies with all the prescribed requirements. Such award, if made, will normally be made within 15-20 days after the opening of the PROPOSALS. If the lowest responsible bidder refuses or fails to properly execute the contract with each Agency and the required bonds within 15 days of receipt of said contract and bonds, the Board of Supervisors may award the contract to the second lowest responsible bidder. Such award, if made, will normally be made within 45 days after the opening of the PROPOSALS. If the second lowest responsible bidder refuses or fails to properly execute the contract and the required bonds within 15 days of receipt of same, the Board of Supervisors may award the contract to the third lowest responsible bidder. Such award, if made, will normally be made within 60 days after the opening of the PROPOSALS. The time periods specified above within which the award of the contract may be made shall be subject to extension for such further period of time as may be agreed upon in writing between the County and the Bidder concerned. The Board of Supervisors reserves the right to reject any and all bids.

Failure of the successful bidder, the second successful bidder, or the third successful bidder to properly execute the contract and prescribed bonds as provided herein shall automatically cancel the notice of award and cause

the deposit to be retained by the County of Alameda as liquidated damages because of such default, and not as a penalty therefor.

The cash deposits or the checks of the successful bidder and of the next two lowest bidders will be returned after the contract is duly entered into by the successful bidder. All cash deposits, cashier's checks and certified checks of additional unsuccessful bidders will be returned to the bidders within two weeks from the date set for the submission of bids.

The successful bidder, simultaneously with the execution of each contract, will be required to furnish for each Agency: comprehensive general liability and workmen's compensation insurance policies as more fully described in these special provisions; Labor and Material and Unemployment Insurance Bonds in an amount equal to one hundred percent (100%) of each contract price, and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of each contract price. These bonds must be issued by a corporation or corporations, duly and legally licensed in the State of California.

The form of contract which the successful bidder, as Contractor, will be required to execute and the forms of bonds which will be required, are on file at the Alameda County Public Works Agency, 951 Turner Court, Room 100, Hayward, California 94545. These forms may be examined upon request. The contract and bonds shall be executed in four (4) original counterparts.

Upon fulfillment of all the requirements for award by the lowest responsible bidder and receipt of a contract executed by the County, the final award is considered made and all the terms and conditions of the Contract Documents shall be binding upon the parties thereto.

The lead agency is the County of Alameda, which has consolidated information from the Agencies into this bid solicitation and will be facilitating communication between bidders and Agencies during the bidding period, and issuing Addenda, if required. However, the successful bidder(s) shall enter into individual contract(s) directly with each Agency. The individual contracts will have different terms, including FOB points and contract start dates. Each individual contract may be extended for additional periods at the option of the contracting Agency.

BEGINNING OF WORK

The Contractor shall begin work upon receipt of the NOTICE TO PROCEED in accordance with SECTION 8 - PROSECUTION AND PROGRESS of the Special Provisions.

An assigned Engineer for each Agency will administer the contract, and will decide all questions which may arise as to the quality or acceptability of materials furnished and work performed which is to be in strict accordance with the Contract Documents. In order that each governing authority can act expeditiously, all communications from the Contractor to any governing authority will be through the designated engineer or his authorized agent and all communications and instructions from the governing authority to the Contractor will be through the authorized agent of the Engineer. Each governing authority reserves the right to alter this procedure without the consent of the Contractor.

All questions in regard to the interpretations of the scope or meaning of the Contract Documents, and the adjustments of discrepancies within or between the Contract Documents, shall be referred to the Engineer of the County of Alameda whose decision thereon will be final.

If any work is performed by the Contractor, the Contractor will not be paid for the same unless it is done pursuant to a written contract for such work legally entered into between the Contractor and each Agency.

END OF INSTRUCTIONS TO BIDDERS

PROPOSAL AND CONTRACT

FOR

***INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS AT VARIOUS LOCATIONS IN THE COUNTIES
OF ALAMEDA AND SONOMA AND THE CITY OF CONTRA COSTA***

FEDERAL AID PROJECT NO. CML 5933(109)

For use in connection with Standard Specifications and Standard Plans dated 2010, and the Most Current Revised Standard Specifications (RSS) of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Part A (Proposal and Contract) is to be submitted at the time of Bid Opening.

Part B (Supplemental Documents) is to be submitted by the three apparent lowest bidders by 2 P.M., two (2) business days after Bid Opening.

Specification No. F-78555

Bid Opening Date: January 5, 2016, 2 P.M.

PROPOSAL TO THE COUNTY OF ALAMEDA PUBLIC WORKS AGENCY

NAME OF BIDDER _____

BUSINESS P. O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: **AREA CODE** _____

FAX NO: **AREA CODE** _____

CONTRACTOR LICENSE NO. _____

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans and Standard Specifications, dated 2010, and the subsequent errata and amendments, the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished.

The project plans and special provisions for the work to be done are entitled:

INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS AT VARIOUS LOCATIONS IN THE COUNTIES OF ALAMEDA, CONTRA COSTA, AND SONOMA

FEDERAL AID PROJECT NO. CML 5933(109)

Bids are to be submitted for the entire work. Bids that do not include pricing for all locations in the bidding sheet are incomplete and will be rejected. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price, a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the County's Final Estimate of Cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the item total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the COUNTY OF ALAMEDA, and that discretion will be exercised in the manner deemed by the COUNTY OF ALAMEDA to best protect the public interest in the prompt and economical completion of the work. The decision of the COUNTY OF ALAMEDA respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish all performance and payment bonds in the sums required by the State Contract Act, with surety satisfactory to the Agencies within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the lead agency that the contract has been awarded, the Agencies may, at their option, determine that the bidder has abandoned the contract and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the respective Agency or Agencies.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the relevant awarding Agency, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor at the following prices, to wit:

BIDDING SHEET

#	ITEM	QUANTITY	UNIT	UNIT COST	COST
ALCO Park Parking Garage – Alameda County					
100	Mobilization	1	LS		
102	Install Conduit – Aboveground	1	LS		
103	Electrical Equipment	1	LS		
104	Bollards	1	LS		
105	Pickup and Install Charging Stations	1	LS		
Department of Public Works – Alameda County					
200	Mobilization	1	LS		
201	Install Conduit – Underground	1	LS		
202	Install Conduit – Aboveground	1	LS		
203	Electrical Equipment	1	LS		
204	Bollards	1	LS		
205	Pickup and Install Charging Station	1	LS		
Santa Rita County Jail – Alameda County					
300	Mobilization	1	LS		
301	Install Conduit – Aboveground	1	LS		
303	Electrical Equipment	1	LS		
304	Bollards	1	LS		
305	Pickup and Install Charging Stations	1	LS		
Willow Rock Center – Alameda County					
400	Mobilization	1	LS		
401	Install Conduit – Underground	1	LS		
402	Install Conduit – Aboveground	1	LS		
403	Electrical Equipment	1	LS		
404	Bollards	1	LS		
405	Pickup and Install Charging Stations	1	LS		

#	ITEM	QUANTITY	UNIT	UNIT COST	COST
Winton Campus PWA Annex Building – Alameda County					
500	Mobilization	1	LS		
502	Install Conduit – Aboveground	1	LS		
503	Electrical Equipment	1	LS		
504	Bollards	1	LS		
505	Pickup and Install Charging Station	1	LS		
# 600-799 Not Used					
Police Department - Concord					
800	Mobilization	1	LS		
801	Install Conduit – Underground	1	LS		
802	Install Conduit – Aboveground	1	LS		
803	Electrical Equipment	1	LS		
804	Bollards	1	LS		
805	Pickup and Install Charging Station	1	LS		
Facilities Maintenance/Engineering- Concord					
900	Mobilization	1	LS		
901	Install Conduit – Underground	1	LS		
902	Install Conduit – Aboveground	1	LS		
903	Electrical Equipment	1	LS		
904	Bollards	1	LS		
905	Pickup and Install Charging Station	1	LS		
Civic Center - Concord					
1000	Mobilization	1	LS		
1001	Install Conduit – Underground	1	LS		
1002	Install Conduit – Aboveground	1	LS		
1003	Electrical Equipment	1	LS		
1004	Bollards	1	LS		
1005	Pickup and Install Charging Station	1	LS		

#	ITEM	QUANTITY	UNIT	UNIT COST	COST
Community Development Commission – Sonoma County					
1100	Mobilization	1	LS		
1101	Install Conduit – Underground	1	LS		
1102	Install Conduit – Aboveground	1	LS		
1103	Electrical Equipment	1	LS		
1104	Bollards	1	LS		
1105	Pickup and Install Charging Station	1	LS		
Facilities Operations- Sonoma County					
1200	Mobilization	1	LS		
1201	Install Conduit – Underground	1	LS		
1202	Install Conduit – Aboveground	1	LS		
1203	Electrical Equipment	1	LS		
1204	Bollards	1	LS		
1205	Pickup and Install Charging Station	1	LS		
Environmental Heath – Sonoma County					
1300	Mobilization	1	LS		
1301	Install Conduit – Underground	1	LS		
1302	Install Conduit – Aboveground	1	LS		
1303	Electrical Equipment	1	LS		
1304	Bollards	1	LS		
1305	Pickup and Install Charging Station	1	LS		

TOTAL BID: _____
(IN WORDS)

TOTAL BID: \$ _____
(IN NUMBERS)

The prices bid include all State, Federal, and other taxes applicable to this project.

Bidder's Name

DO NOT MARK BELOW. FOR COUNTY USE ONLY.

Bid Summary	Accepted	Rejected
Total Bid		XXXXX
Final Total:		XXXXX

LISTING OF SUBCONTRACTORS TO BE USED IN THE CONTRACT

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions of the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code, Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," of the Special Provisions. The Bidder shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one half (1/2) of one percent (1%) of the total bid or \$10,000, whichever is greater.

The bidder shall list all subcontractors (both DBE and Non-DBE) proposed to be used in the project by completing Exhibit 12-B, Bidder's List of Subcontractors (DBE and Non-DBE) – Part I. This information must be submitted with the bid proposal at bid opening.

The bidder shall also list all subcontractors (both DBE and Non-DBE) who provided a quote or bid but were not selected to participate as a subcontractor in the project by completing Exhibit 12-B, Bidder's List of Subcontractors (DBE and Non-DBE) – Part II. This information is required for compliance with title 49, Section 26 of the Code of Federal Regulations and is due at 2 PM, two (2) business days after bid opening.

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

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

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

Firm Name/ Address/ City, State, ZIP	Phone/ Fax/ DIR Reg. #/ Contractor's License #	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
		<input type="checkbox"/> < \$5 million		
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
	<i>DIR Reg. #</i>	<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>	<i>License #</i>	<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
		<input type="checkbox"/> < \$5 million		
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
	<i>DIR Reg. #</i>	<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>	<i>License #</i>	<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
		<input type="checkbox"/> < \$5 million		
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
	<i>DIR Reg. #</i>	<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>	<i>License #</i>	<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
		<input type="checkbox"/> < \$5 million		
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
	<i>DIR Reg. #</i>	<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>	<i>License #</i>	<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

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

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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

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

Public Contract Code Section 10162 Questionnaire

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

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

Yes _____ No _____

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

Public Contract Code 10232 Statement

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

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

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

For Information Only

NONCOLLUSION AFFIDAVIT

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

To the COUNTY OF ALAMEDA
PUBLIC WORKS AGENCY, CITY OF CONCORD, AND COUNTY OF SONOMA

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

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

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

For Information Only

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

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

NON LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

**CERTIFICATION OF COMPLIANCE –
IRAN CONTRACTING ACT OF 2010**

(Applicable to Contract Value of \$1 million or more)

The Contractor certifies under penalty of perjury that it is not prohibited from submitting this bid by the provisions of the Iran Contracting Act of 2010 (Public Contract Code sections 2200-2208).

Note: Providing a false certification will result in referral to the Attorney General for prosecution and imposition of substantial civil penalties up to twice the contract value and a prohibition from bidding on public entity contracts for a period of three years. Providing a false certification may result in termination of an awarded contract. The above certification is part of the Bid Proposal. Failure to complete this certification will result in the bid being deemed incomplete and non-responsive.

For Information Only

DISCLOSURE OF LOBBYING ACTIVITIES

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

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

Federal Use Only:

Standard Form LLL Rev. 09-12-97

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

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

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

14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form; print his/her name title and telephone number.

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

For Information Only

Accompanying this proposal is _____

(NOTICE: INSERT THE WORDS "CASH(\$ _____)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE

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

Licensed in conformance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

ADDENDA - This Proposal is submitted with respect to the changes to the contract included in addenda number/s _____

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements under Public Contract Code Sections 2200-2208, 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of 41 CFR 70-1.7(b)(1). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____



Signature and Title of Bidder

Business Address _____

Place of Business _____

Place of Residence _____

BID BOND - ALAMEDA COUNTY

(NOTE: Bidders Must Use This Form - Not a Surety Company Form)

KNOW ALL PERSONS BY THESE PRESENTS;

That the undersigned, _____, as PRINCIPAL, and

_____ a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business in the State of California, as SURETY, are hereby held and firmly bound unto the COUNTY OF ALAMEDA in an amount equal to ten percent (10%) of the total amount bid

_____ Dollars ()

lawful money of the United State of America, for the payment of which sum well and truly to be made as agreed and liquidated damages, we and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT whereas the PRINCIPAL has submitted to COUNTY OF ALAMEDA, a certain bid for work required for the project described below:

which work is specifically described in the accompanying bid.

NOW, THEREFORE, if said bid shall be rejected, or in the alternate, if said bid shall be accepted and the PRINCIPAL, within the time and in the manner described under the specifications, enters into a written contract in accordance with the bid and files the two bonds, one guaranteeing faithful performance of the work to be done and the other guaranteeing payment for labor and materials, as required by law, then the obligation shall be null and void; otherwise, the same shall remain in full force and effect.

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

In the event suit is brought upon this bond by the COUNTY OF ALAMEDA and judgment is recovered, the SURETY shall pay all costs incurred by said COUNTY in bringing such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this day _____ of _____, 2015.

SURETY

PRINCIPAL

By _____

By _____

BID BOND - CITY OF CONCORD

(NOTE: Bidders Must Use This Form - Not a Surety Company Form)

KNOW ALL PERSONS BY THESE PRESENTS;

That the undersigned, _____, as PRINCIPAL, and

_____ a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business in the State of California, as SURETY, are hereby held and firmly bound unto the City of Concord in an amount equal to ten percent (10%) of the total amount bid

_____ Dollars ()

lawful money of the United State of America, for the payment of which sum well and truly to be made as agreed and liquidated damages, we and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT whereas the PRINCIPAL has submitted to CITY OF CONCORD a certain bid for work required for the project described below:

which work is specifically described in the accompanying bid.

NOW, THEREFORE, if said bid shall be rejected, or in the alternate, if said bid shall be accepted and the PRINCIPAL, within the time and in the manner described under the specifications, enters into a written contract in accordance with the bid and files the two bonds, one guaranteeing faithful performance of the work to be done and the other guaranteeing payment for labor and materials, as required by law, then the obligation shall be null and void; otherwise, the same shall remain in full force and effect.

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

In the event suit is brought upon this bond by the City of Concord and judgment is recovered, the SURETY shall pay all costs incurred by said City in bringing such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this day _____ of _____, 2015.

SURETY

PRINCIPAL

By _____

By _____

BID BOND - SONOMA COUNTY

(NOTE: Bidders Must Use This Form - Not a Surety Company Form)

KNOW ALL PERSONS BY THESE PRESENTS;

That the undersigned, _____, as PRINCIPAL, and

_____ a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business in the State of California, as SURETY, are hereby held and firmly bound unto the COUNTY OF SONOMA in an amount equal to ten percent (10%) of the total amount bid

_____ Dollars ()

lawful money of the United State of America, for the payment of which sum well and truly to be made as agreed and liquidated damages, we and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT whereas the PRINCIPAL has submitted to COUNTY OF SONOMA, a certain bid for work required for the project described below:

which work is specifically described in the accompanying bid.

NOW, THEREFORE, if said bid shall be rejected, or in the alternate, if said bid shall be accepted and the PRINCIPAL, within the time and in the manner described under the specifications, enters into a written contract in accordance with the bid and files the two bonds, one guaranteeing faithful performance of the work to be done and the other guaranteeing payment for labor and materials, as required by law, then the obligation shall be null and void; otherwise, the same shall remain in full force and effect.

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

In the event suit is brought upon this bond by the COUNTY OF SONOMA and judgment is recovered, the SURETY shall pay all costs incurred by said COUNTY in bringing such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this day _____ of _____, 2015.

SURETY

PRINCIPAL

By _____

By _____

CONTRACT (FOR INFORMATION ONLY)

CONTRACT NO. _____

THIS AGREEMENT, made and concluded, in quadruplicate, this _____ day of _____, 2015, between the County of Alameda, a political subdivision of the State of California, hereinafter designated as the party of the first part, and _____ Contractor, party of the second part.

ARTICLE I. - WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the 2 bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County Engineer of Alameda County, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in accordance with the General Terms and Conditions hereinafter specified in this Agreement, the California Department of Transportation Standard Plans, dated July, 1997, the Standard Specifications, dated July, 1995, and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge And Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof. The project specifications, special provisions and plans, and the contractor's bid proposal, as accepted by the adoption of Resolution No. _____, for the project, are now on file in the Alameda County Public Works Agency Construction Department.

The project plans and special provisions for the work to be done are entitled:

**Installation of Electric Vehicle Charging Stations
At Various Locations in the Counties of Alameda, Contra Costa, and Sonoma**

ARTICLE II. - The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

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

ARTICLE IV. - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the COUNTY OF ALAMEDA, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

BID ITEMS

Item No.	Item Code	Item	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Item Total (In Figures)
(Items in CONTRACT will be the same as those bid in PROPOSAL)						

IN WITNESS WHEREOF, the parties to these presents have here-unto set their hands the year and date first above written

CONTRACTOR

COUNTY OF ALAMEDA

By: _____

By: _____

Address:

President, Board of Supervisors, County of Alameda, State of California

Phone:

License No. _____

Fed. Employer Identification No. _____

Approved as to Form
DONNA R. ZIEGLER, County Counsel

By: _____
Deputy

Approved Effective _____

I hereby certify under penalty of perjury that the President of the board of Supervisors was duly authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board on _____;
and that a copy has been delivered to the President as provided by government Code Section 25103.

Date: _____

ATTEST:

Clerk of the Board of Supervisors, County of Alameda,
State of California

By: _____
Deputy

For Information Only

**COUNTY OF ALAMEDA
GENERAL TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or

its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.
7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
 9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
 10. CONFLICT OF INTEREST; CONFIDENTIALITY: The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 11 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

11. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile

shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA

Attn: _____

To Contractor: _____

Attn: _____

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

12. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
13. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - e. The Contractor shall include the provisions set forth in paragraphs A through D (above) in each of its subcontracts.
14. DRUG-FREE WORKPLACE: Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture,

distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement

15. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

16. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for goods provided hereunder and accepted by County prior to the effective date of said suspension, termination or abandonment.

17. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.

18. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.

19. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

20. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents

incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

21. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
22. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
23. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
24. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
25. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
26. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), and Conflict of Interest (Paragraph 10), shall survive termination or expiration.
27. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
28. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies

and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

29. EXTENSION: This agreement may be extended for two additional one year terms by mutual agreement of the County and the Contractor
30. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement
31. APPROPRIATE CONDUCT: Proper conduct is expected of Contractor's personnel when on County premises. This includes adhering to no-smoking ordinances, the drug-free work place policy, not using alcoholic beverages and treating employees courteously. County has the right to request removal of any Contractor employee or subcontractor who does not properly conduct himself/herself/itself or perform quality work. Contractor personnel shall be easily identifiable as non-County employees (e.g., work uniforms, badges, etc.).
32. GENERAL ENVIRONMENTAL REQUIREMENTS: Contractor shall adhere to the following policies during performance under this Agreement.
 - a. Measure D Requirements: It is the objective of the County to purchase products with the lowest overall environmental impact from manufacturing through end of life and to procure services that achieve this same objective. To meet this objective, environmental factors and product attributes are evaluated in the procurement process. The County is mandated under Measure D to divert at least seventy five percent (75%) of material from landfill through recycling and source reduction and to encourage markets for environmentally preferable goods through its procurement process.
 - b. Regulatory and Environmental Compliance: Manufacturers and service providers will be in compliance with all local, state, and federal environmental and worker health and safety regulations that apply to their operation.
 - c. Recycled Content: All products for which the EPA has established minimum recycled content standard guidelines, such as those for printing and janitorial papers, construction, parks and recreational materials, etc., will contain the highest post-consumer content practicable, but no less than the minimum recycled content standards established by the EPA Guidelines. See the EPA website at <http://www.epa.gov/epawaste/consERVE/tools/cpg/index.htm> for a list of recycled content guidelines.
 - d. Environmentally Friendly Packaging: Alameda County is an environmentally responsible employer and seeks all practical opportunities for waste reduction and recycling. The County, therefore, encourages its contractors to reduce waste volume and toxicity by using environmentally friendly packaging material whenever possible. Options may include backhauling product packaging to the supplier for reuse or recycling, shipping in bulk or reduced packaging, using soy bean-based inks for packaging printing, using recycled product packaging or using recyclable or reusable packaging material. The County encourages all bidders and contractors for goods and services to adhere to these principles where practicable.
 - e. Source Reduction and Packaging (only applicable when products are furnished): The County has a strong commitment to source reduction, minimizing waste generation, and reducing the County's expenditure on waste disposal and recycling. Bidders shall provide bulk packaging, reusable, or minimal packaging in providing products to the County. Packaging will be both made from recycled materials and be recyclable. Contractors should explore and provide opportunities for the reuse of packaging materials. In the bid response, Bidders shall include a written summary of their planned efforts to minimize the amount of packaging and shipping materials and should describe the post-consumer recycled content of those materials. Packaging shall not contain inks, dyes, pigments, stabilizers, or any other additives to which any lead, cadmium, mercury, and hexavalent chromium has been intentionally introduced. The sum of the

concentration levels of lead, cadmium, mercury, and hexavalent chromium shall not exceed one hundred (100) parts per million by weight. Packaging is discussed further in the “Technical and Performance Specification” section.

- f. Pallets and Large-Volume Packaging: Pallets and large-volume packaging materials will be taken back by the Contractors. The County encourages the use of pallets that meet the EPA’s minimum post-consumer recycled content guidelines for pallets that can be found at <http://www.epa.gov/epaoswer/non-hw/procure/products/pallets.htm>. In the case of large-volume packaging, the County prefers that the vendor reuse or recycle the material.
- g. Persistent Bioaccumulative Toxins: In January 2002, the County passed a resolution “to encourage the reduction and where feasible, the elimination of [persistent, bioaccumulative and toxic chemical] (PBT) emissions...” The United States Environmental Protection Agency has established a list of twelve priority PBTs including dioxins, polychlorinated biphenyls, mercury and its compounds, lead and others. The most current list can be found at the EPA’s website at www.epa.gov/opptintr/pbt/. Additionally, PBTs are listed in the CCR in Section 66261.24. Contractors must provide products and services that allow the County to comply with the PBT Resolution and must complete the certification statement included in the Attachments. The Resolution requires that the County eliminate and reduce the procurement of products and services which contain or cause the generation and release of PBTs into the environment during their manufacture, use, or destruction/disposal. Bidders should provide products that do not contain, use, or generate PBTs. If no alternative materials are available, Bidders should notify the County in writing prior to providing such materials to the County or using these materials when providing services to the County.
- h. Usage and Environmental Performance Reporting: The County requires regularly scheduled usage reporting from vendors for the purposes of tracking environmental purchasing performance. Requirements are discussed in greater detail in the section titled, “Deliverables/Reports.” The County will work with the successful Bidder to finalize the content and timing of these reports. It is highly desirable for vendors to provide annual environmental performance reports describing the vendor’s environmental performance of their products and operations.
- i. Green Building: The County passed a green building ordinance in the year 2002 that requires County construction projects to be built to a Leadership in Energy and Environmental Design (LEED™) Silver standard and diversion of construction materials from landfill. Procurement of materials used in the construction, operation, and maintenance of buildings as well as furniture, fixtures, and other interiors will emphasize purchasing of recyclable, durable, energy-efficient and low-environmental impact products.
- j. Energy Reduction, Global Warming: In order to reduce the generation of global warming gases, as well as the County’s operating costs; contractors are expected to provide energy-efficient products to the County. All products for which the EPA Energy Star certification is available shall meet Energy Star certification. When Energy Star labels are not available, energy-efficient products that are in the upper twenty five percent (25%) of energy efficiency as designated by the Federal Energy Management Program are required. In addition, the County encourages contractors to implement energy reduction measures in their respective operations.
- k. Ozone Depleters: Many products contain chlorofluorocarbons (CFC’s), known depleters of ozone in the atmosphere. Under the U.S. Clean Air Act and the Montreal Protocol on Substances That Deplete the Ozone Layer, CFC production for use in industrialized nations were to be totally phased out by January 1, 1996. There are still many products on the market that contain CFC's or are made with CFC's. Contractors must identify products made with or containing CFC's and must provide alternative products whenever practical and possible.

- I. Material Safety Data Sheets (MSDS's): MSDS's for all hazardous substances must be included with each shipment.

[END OF GENERAL TERMS AND CONDITIONS]

For Information Only

PERFORMANCE BOND - ALAMEDA COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned _____, as Principal, and _____, a corporation duly authorized to do business in the State of California, as Surety, are hereby held and firmly bound unto the County of Alameda in the sum of _____ (\$) in lawful money of the United States of America, for the payment of which sum well and truly to be made to the said County of Alameda, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal entered into a contract with the said County of Alameda, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows:

**Installation of Electric Vehicle Charging Stations
At Various Locations in the Counties of Alameda, Contra Costa, and Sonoma**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the aforesaid contract, and if the Principal shall satisfy all claims and demands incurred under the said contract, and shall fully indemnify and save harmless the County of Alameda from all costs and damages which said County may suffer by reason of failure to do so, and shall reimburse and repay the County of Alameda all outlay and expense which the said County may incur in making good any default, then this obligation shall become null and void; otherwise, this obligation shall remain in full force and effect.

PROVIDED, FURTHER, that 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 work to be performed thereunder or the specifications accompanying the same shall in any wise affect this obligation on this bond, and said Surety 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.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this _____ day of _____, 2015.

SURETY

PRINCIPAL

By: _____

By: _____

Surety Address:

The foregoing bond was accepted and approved
this _____ day of _____, 2015.

Phone:

President of the Board of Supervisors, County of
Alameda, State of California

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board on _____; and that a copy has been delivered to the President as provided by Government Code Section 25103.

Dated: _____

ATTEST:
Clerk of the Board of Supervisors, County of Alameda,
State of California

BY: _____
Deputy

For Information Only

PERFORMANCE BOND - CITY OF CONCORD

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned _____, as Principal, and _____, a corporation duly authorized to do business in the State of California, as Surety, are hereby held and firmly bound unto the City of Concord in the sum of _____ () in lawful money of the United States of America, for the payment of which sum well and truly to be made to the said City of Concord, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal entered into a contract with the said City of Concord, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows:

**Installation of Electric Vehicle Charging Stations
At Various Locations in the Counties of Alameda, Contra Costa, and Sonoma**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the aforesaid contract, and if the Principal shall satisfy all claims and demands incurred under the said contract, and shall fully indemnify and save harmless the City of Concord from all costs and damages which said City may suffer by reason of failure to do so, and shall reimburse and repay the City of Concord all outlay and expense which the said City may incur in making good any default, then this obligation shall become null and void; otherwise, this obligation shall remain in full force and effect.

PROVIDED, FURTHER, that 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 work to be performed thereunder or the specifications accompanying the same shall in any wise affect this obligation on this bond, and said Surety 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.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this _____ day of _____, 2015.

SURETY

PRINCIPAL

By: _____

By: _____

Surety Address:

The foregoing bond was accepted and approved
this _____ day of _____, 2015.

Phone:

City of Concord

ATTEST:

Dated: _____

BY: _____

For Information Only

PERFORMANCE BOND - SONOMA COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned _____, as Principal, and _____, a corporation duly authorized to do business in the State of California, as Surety, are hereby held and firmly bound unto the County of Sonoma in the sum of _____ (\$) in lawful money of the United States of America, for the payment of which sum well and truly to be made to the said County of Sonoma, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal entered into a contract with the said County of Sonoma, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows:

**Installation of Electric Vehicle Charging Stations
At Various Locations in the Counties of Alameda, Contra Costa, and Sonoma**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the aforesaid contract, and if the Principal shall satisfy all claims and demands incurred under the said contract, and shall fully indemnify and save harmless the County of Sonoma from all costs and damages which said County may suffer by reason of failure to do so, and shall reimburse and repay the County of Sonoma all outlay and expense which the said County may incur in making good any default, then this obligation shall become null and void; otherwise, this obligation shall remain in full force and effect.

PROVIDED, FURTHER, that 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 work to be performed thereunder or the specifications accompanying the same shall in any wise affect this obligation on this bond, and said Surety 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.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this _____ day of _____, 2015.

SURETY

PRINCIPAL

By: _____

By: _____

Surety Address:

The foregoing bond was accepted and approved
this _____ day of _____, 2015.

Phone:

Sonoma County

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Sonoma by a majority vote of the Board on _____; and that a copy has been delivered to the President as provided by Government Code Section 25103.

ATTEST:

Dated: _____

BY: _____

For Information Only

PAYMENT BOND - ALAMEDA COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned _____, as Principal,
and

_____ a corporation duly authorized to do business in the State of California, as Surety, are hereby held and firmly bound unto the County of Alameda in the sum of

_____ (_____) in lawful money of the United States of America, for the payment of which sum well and truly to be made to the said County of Alameda, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal entered into a contract with the said County of Alameda, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows:

**Installation of Electric Vehicle Charging Stations
At Various Locations in the Counties of Alameda, Contra Costa, and Sonoma**

NOW, THEREFORE, if the Principal shall promptly make payment to all person, firms, subcontractors, corporation and/or others furnishing materials for or performing labor in the prosecution of the work provided for in the aforesaid contract, and any authorized extension or modification thereof, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such work, all amounts that may become due under the Unemployment Insurance Act of California or to the Franchise Tax Board, and for all labor performed in connection with such work whether by subcontractor or otherwise, and all other requirements provided in Civil Code Section 3248 or other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect.

PROVIDED, FURTHER, that 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 work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and said Surety 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.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this _____ day of _____, 2015.

SURETY

PRINCIPAL

BY:

BY:

Surety Address:

The foregoing bond was accepted and approved this _____ day of _____, 2015.

Phone:

President of the Board of Supervisors, County of Alameda, State of California

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board on _____; and that a copy has been delivered to the President as provided by Government Code Section 25103.

ATTEST:

Clerk of the Board of Supervisors, County of Alameda,
State of California

DATED: _____

By: _____
Deputy

For Information Only

PAYMENT BOND - CITY OF CONCORD

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned _____, as Principal,
and

_____ a corporation duly authorized to do business in the State of California, as Surety, are hereby held and firmly bound unto the City of Concord in the sum of _____ () in lawful money of the United States of America, for the payment of which sum well and truly to be made to the said City of Concord, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal entered into a contract with the said City of Concord, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows:

**Installation of Electric Vehicle Charging Stations
At Various Locations in the Counties of Alameda, Contra Costa, and Sonoma**

NOW, THEREFORE, if the Principal shall promptly make payment to all person, firms, subcontractors, corporation and/or others furnishing materials for or performing labor in the prosecution of the work provided for in the aforesaid contract, and any authorized extension or modification thereof, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such work, all amounts that may become due under the Unemployment Insurance Act of California or to the Franchise Tax Board , and for all labor performed in connection with such work whether by subcontractor or otherwise, and all other requirements provided in Civil Code Section 3248 or other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect.

PROVIDED, FURTHER, that 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 work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and said Surety 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.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this _____ day of _____, 2015.

SURETY

PRINCIPAL

BY:

BY:

Surety Address:

The foregoing bond was accepted and approved this

_____ day of _____, 2015.

Phone:

City of Concord

ATTEST:

DATED: _____

By: _____

For Information Only

PAYMENT BOND - SONOMA COUNTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned _____, as Principal,
and

_____ a corporation duly authorized to do business in the State of California, as Surety, are hereby held and firmly bound unto the County of Sonoma in the sum of

(_____) in lawful money of the United States of America, for the payment of which sum well and truly to be made to the said County of Sonoma, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal entered into a contract with the said County of Sonoma, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows:

**Installation of Electric Vehicle Charging Stations
At Various Locations in the Counties of Alameda, Contra Costa, and Sonoma**

NOW, THEREFORE, if the Principal shall promptly make payment to all person, firms, subcontractors, corporation and/or others furnishing materials for or performing labor in the prosecution of the work provided for in the aforesaid contract, and any authorized extension or modification thereof, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such work, all amounts that may become due under the Unemployment Insurance Act of California or to the Franchise Tax Board, and for all labor performed in connection with such work whether by subcontractor or otherwise, and all other requirements provided in Civil Code Section 3248 or other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect.

PROVIDED, FURTHER, that 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 work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and said Surety 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.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this _____ day of _____, 2015.

SURETY

PRINCIPAL

BY:

BY:

Surety Address:

The foregoing bond was accepted and approved this _____ day of _____, 2015.

Phone:

County of Sonoma

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Sonoma by a majority vote of the Board on _____; and that a copy has been delivered to the President as provided by Government Code Section 25103.

ATTEST:

DATED: _____

By: _____

For Information Only

FEDERAL MINIMUM WAGE RATES

The Federal Minimum Wage Rates are enclosed in the Special Provisions.

See the Caltrans Home Page on the internet for the current rates at <http://www.dot.ca.gov> or contact your District Local Assistance Engineer for a hard copy.

For Information Only

PART B: SUPPLEMENTAL DOCUMENTS

FOR

Installation of Electric Vehicle Charging Stations

At Various Locations in the Counties of Alameda, Contra Costa, and Sonoma

FEDERAL AID PROJECT NO. CML 5933(109)

For use in Connection with Standard Specifications and Standard Plans dated 2010, and the Most Current Revised Standard Specifications (RSS) of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Part A (Proposal and Contract) is to be submitted at the time of Bid Opening.

Part B (Supplemental Documents) is to be submitted by the three apparent lowest bidders by 2 PM, two (2) business days after Bid Opening.

Specification No. F-78555

Bid Opening Date: January 5, 2016, 2 P.M.

Local Assistance Procedures Manual
Bidder's List of Subcontractors (DBE and Non-DBE)

EXHIBIT 12-B

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II

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

Firm Name/ Address/ City, State, ZIP	Phone/ Fax/ DIR Reg. #/ Contractor's License #	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		
City State ZIP		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		
City State ZIP		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		
City State ZIP		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
Name	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
Address	Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #:
		<input type="checkbox"/> < \$15 million		
City State ZIP		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

For Information Only

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

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

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: \$ _____

BID DATE: _____

BIDDER'S NAME: _____

CONTRACT UDBE GOAL: _____

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

For Information Only

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-aid Project Number: _____

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that all DBE certification have been verified and Information is complete and accurate.

Print Name _____ Signature _____ Date _____
 Local Agency Representative

(Area Code) Telephone Number: _____

Total Claimed DBE Participation	\$ _____
	_____ %

Signature of Bidder _____

Date _____ (Area Code) Tel. No. Person _____

to Contact _____ (Please Type or Print)

For Caltrans Review:

Print Name _____ Signature _____ Date _____
 Caltrans District Local Assistance Engineer

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

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of contract execution. Failure to send a copy to the DLAE within 15 days of contract execution may result in de-obligation of funds for this project.
 (2) Copy – Include in award package to Caltrans District Local Assistance
 (3) Original – Local agency files

INSTRUCTIONS - LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)

ALL BIDDERS:

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

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

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter DBE prime and subcontractors certification number. The DBE contractors should notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on the date bids are opened and include DBE address and phone number.

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

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

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

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

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

EXHIBIT 15-H DBE INFORMATION—GOOD FAITH EFFORTS

Federal-aid Project No. CML 5933(109) Bid Opening Date _____

The County of Alameda established a Disadvantaged Business Enterprise (DBE) goal of 21% for this project. The information provided herein shows that a good faith effort was made.

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

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

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

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

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

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

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

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

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

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

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

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

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

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

DBE CERTIFICATIONS

Attach copies of DBE certifications with the submittal of Part B (Supplemental Documents), due at 2 PM, two (2) business days after bid opening.

For Information Only

FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the

contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected

to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

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

IV. Davis-Bacon and Related Act Provisions

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

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

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

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

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

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from

the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall

be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages.

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified

and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all

solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SPECIAL PROVISIONS

SECTION 1 - GENERAL

The following definitions apply to these Special Provisions:

Bid book: Bid Proposal

Bidder: Prime Contractor

Agency: City of Concord, County of Alameda, or County of Sonoma

Engineer: Resident engineer identified as technical contact for each Agency.

State: County of Alameda or an Agency

SECTION 2 - BIDDING

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of and the submission of the bid.

2.1 PRE BID MEETING

The lead Agency or another Agency will conduct a mandatory prebid meeting for this contract. The purpose of the meeting is to provide small businesses the opportunity to meet and interact with prospective bidders and increase their participation in the performance of contracts. See Notice to Bidder Section for date and time.

Each prime contractor must attend the mandatory prebid meeting. The bidder's representative must be a company officer, project superintendent, or project estimator. For a joint venture, one of the parties must attend the mandatory prebid meeting. The lead Agency does not accept a bid from a prime contractor who did not attend the meeting.

A sign-up sheet is used to identify each prospective bidder. Each bidder is required to include the name and title of the company representative attending the mandatory prebid meeting. The lead Agency may hold a single prebid meeting for more than 1 contract. Sign the sign-up sheet for the contract you intend to bid on. If you are bidding on multiple contracts, sign each sign-up sheet for each contract you intend to bid on.

The successful bidder is required to report each small business hired to work on this Contract as a result of the mandatory prebid meeting.

2.2 PROJECT BIDDING

See the instructions to bidders for information of data required for bid.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Bid book. Signing the Bid book shall also constitute signature of the Noncollusion Affidavit.

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

Bid protests shall be as described in the instructions to bidders section.

2.3 PROJECT AWARD

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

2.4 FEDERAL REQUIREMENTS

A "Local Agency Bidder DBE Information (Construction Contracts)," Exhibit 15-G2 form is included in the Bid book to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's "Local Agency Bidder DBE Information (Construction Contracts)," Exhibit 15-G2 form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement. The "Local Agency Bidder DBE Information (Construction Contracts)," Exhibit 15-G2 form shall be completed and returned to the Agency by the successful bidder with the executed contract and contract bonds.

2.4.1 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This project is subject to Title 49 CFR 26.13(b). The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

2.4.2 FEDERAL LOBBYING RESTRICTIONS

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

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

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Bid book. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Bid book. Signing the Bid book shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information

contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

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

SECTION 3 - CONTRACT AWARD AND EXECUTION

3.1 CONTRACTS

The Contractor shall enter into separate agreements with each Agency participating in the installation of the charging stations. A sample agreement for the County of Alameda is included in the proposal section. Sample agreements with other agencies are included as Appendices.

The contract shall be executed by the successful bidder and shall be returned together with the contract bonds, to the Agency so that it is received within 15 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the addresses as described in the instructions to bidders

The Contractor shall coordinate with each respective agency to complete the work within their jurisdiction.

Full compensation for complying with this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

3.2 CONTRACT AND LABOR COMPLIANCE MANAGEMENT SYSTEM

The Contractor shall comply with the specific labor compliance provisions of Concord, Alameda County, and Sonoma County.

Alameda County

As part of the Alameda County Public Works Agency's commitment to assist contractors to comply with legal and contractual requirements, the County has established a Contract and Labor Compliance Management System for work performed for Alameda County. The system was designed to help reduce contractors' administrative costs and to provide various workflow automation features that improve the project reporting process.

Monthly progress payment status reports, fringe benefits statements, weekly certified payroll reports or non-performance reports will be submitted via the web-based system Elation. Contractor shall provide a paper printout of Elation Systems report monthly documenting Elation Systems submission.

Contractor and subcontractors will be required to enter data for payment date and receipt of payments date onto the web-based system.

Prime and subcontractors shall have free use of the web-based application in reporting weekly certified payrolls and monthly progress payments to reduce paperwork and streamline the reporting process. **Only electronic copies and paper printouts of Elation System report of certified payrolls will be accepted by Alameda County Public Works Agency.** Non-performance statements must be kept current every week.

The minimum computer hardware and software requirements are as follows:

1. Operating Systems: Microsoft Windows XP or later version.
2. Internet Browser: Microsoft Internet Explorer 7.0 or later version (free from Microsoft).
3. Processor: Pentium II 350 MHz or equivalent. Memory: 128 MB, Disk: 5GB.
4. Internet connectivity.

Within 5 working days after the issuance of the Notice to Proceed, the prime contractor and all subcontractors are required to contact Elation Systems at (925) 924-0340 to arrange for training. The prime contractor and all subcontractors shall use the system for their monthly progress payment status reports, fringe benefits statements, weekly certified payroll reports and non-performance reports. The County will provide free training to contractors. Contractors' payroll staff will be required to attend an hour-long training at a County designated location. **It is mandatory that contractors' and subcontractors' payroll coordinators or payroll administrators attend the training session.**

If the Public Works Agency finds that the Contractor has not met the Contract and Labor Compliance Management System requirements in the contract including submission of certified payroll documents, the Deputy Director of Public Works (or designee) shall hold a meeting with the Contractor for determining whether the Contractor is out of compliance. If after the meeting, the Contractor is found to be still out of compliance, the Contractor will be notified of an administrative hearing. The administrative hearing will be held before the Director of Public Works (or designee) with a minimum five calendar days' notice to the Contractor. If the Director of Public Works finds that there has been a violation, the County will notify the Contractor in writing of the sanctions to be imposed.

SANCTIONS: A finding at the administrative hearing that there has been a violation of the Contract and Labor Compliance Management System requirements of the contract shall be cause for the Director of Public Works to impose any or all of the following sanctions:

Withhold an additional ten percent (10%) of all further contract progress payments until the Contractor provides evidence satisfactory to the Director of Public Works that the condition of non-compliance has been corrected.

Suspend the contract until such time as the Contractor provides evidence satisfactory to the Director of Public Works that the condition of non-compliance has been corrected.

Terminate the contract and collect appropriate damages from the Contractor.

The County reserves the right to go to the Board of Supervisors for a determination that the Contractor is non-responsible and will be ineligible to compete on future County contracts for a stated period of time or until the Contractor can demonstrate to the satisfaction of the Director of Public Works that the violation has been corrected.

Full compensation for complying with the requirements of this section, using the Contract and Labor Compliance Management Web System and attending training sessions will be included in the bid prices for the various items of work, and no additional compensation will be allowed.

Concord

City of Concord uses a standard procedure of random sampling and review of the contractor's certified payrolls against the established prevailing wage rate for the contract. Contractor may be required to provide payroll receipts to prove compliance.

Sonoma County

Contractor and each subcontractor shall keep, or cause to be kept, an accurate payroll record pursuant to Labor Code Section 1776, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by such Contractor and subcontractor(s) in connection with the Work herein. Copies of such payroll record certified in accordance with Labor Code Section 1776 shall be submitted weekly to County. Contractor shall have sole responsibility to comply in all respects with every requirement of Labor Code Section 1776 which is made a part hereof as though fully set forth.

Full compensation for complying with this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

3.3 FEDERAL MINIMUM WAGE

The Contractor shall pay at least the federal minimum wage rate, which may be viewed at the following link:

<http://www.wdol.gov/dba.aspx>

General prevailing wage rate (California) may be viewed at the following link:
<http://www.dir.ca.gov/dlsr/pwd/>

If there is a difference between the federal minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

3.4 SUBCONTRACTOR AND DBE RECORDS

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

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

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

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

Full compensation for complying with this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

3.5 DBE CERTIFICATION STATUS

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

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

Full compensation for complying with the provisions set forth herein shall be considered as included in the various items of work and no separate payment will be made therefor.

SECTION 4 - SCOPE OF WORK

The work to be done consists, in general, of coordination with the various sites to secure access and power shut off; implementing traffic control and storm water protection; trenching and surface restoration; installing conduits and appurtenances; obtaining charging stations at various storage facilities; installing charging stations; installing conductors and related electrical equipment; and furnishing of all labor, materials, tools, equipment, mechanical workmanship, transportation and services necessary to be done in order to perform a complete job in all respect as indicated on the plans, which are by reference made a part hereof, as specified herein, and as directed by the Engineer.

SECTION 5 - CONTROL OF WORK

Not used

SECTION 6 - CONTROL OF MATERIALS

6.1 OWNER FURNISHED MATERIALS

The Engineers will provide the CT4000 charging stations to the Contractor, which can be acquired at various warehouses located at:

Alameda County
AlcoPark Garage
165 13th St
Oakland, CA 94612

Room 105-S
Santa Rosa, CA 95403

Concord
1435 Gasoline Alley
Concord, CA 94519

Sonoma County
County of Sonoma Fleet Operations Division
2688 Ventura Avenue

The Contractor shall provide 48 hours of advance notice to the Agency prior to acquiring the charging stations.

The Contractor shall fully inspect the charging stations at the warehouses to confirm they are functional prior to installation. Once the Contractor takes possession, he or she shall be responsible for correcting damage or making repairs. The Contractor shall notify the Engineer immediately of any defects.

Full compensation for loading, unloading, and transporting the County furnished materials specified in this special provision will be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

6.2 BUY AMERICA REQUIREMENTS.

Attention is directed to the "Buy America" requirements of the Title 23 United States Code, Section 313 and the regulations adopted pursuant thereto. In accordance with said law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of such steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, Certificates of Compliance, of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States, except for the exceptions allowed herein. The requirements imposed by said law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of any foreign steel and iron prior to incorporating such materials into the work.

Full compensation for complying with this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

6.3 WARRANTY

The Contractor shall guarantee that the work remains free from substantial defects for a period of up to 1 year after acceptance of the work by the Engineer and as required by Section 6-3.06 "Guarantee" of the Standard Specifications. The Contractor shall provide an individual warranty of the work for each of the participating agencies.

Full compensation for complying with this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

6.4 VIDEOTAPING OF PROJECT SITE

Prior to start of work at the beginning of the project or at each phase of a staged project, the Contractor, at his/her sole expense, shall make arrangements and shall produce a video (digital DVD format) documenting existing conditions of adjacent areas (curbs, gutters, sidewalks, driveways, private improvements immediately adjacent to the project site, roadway pavement, landscaping, etc.) that might be affected by construction operations.

The video recording may be used as a documentation record of pre-existing conditions, should the need arise in the future. The Contractor shall submit this video documentation to the Engineer prior to start of any construction work.

Full compensation for furnishing all labor, materials, equipment, and incidentals for doing all the work involved and in conjunction with producing and reproducing the video shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

SECTION 7 - LEGAL RELATIONS

7.1 LABOR CODE REQUIREMENTS

The Contractor's attention is directed to Section 5.21, "Subcontractors," and Section 9.1, "Compliance Requirements," of the General Conditions and these special provisions.

The Public Contract Code prohibits the use of debarred or ineligible subcontractors on public works projects. The Contractor shall not allow any debarred or ineligible subcontractor to perform work on this project. The Contractor shall be responsible for payment of all wages to the workers of debarred or ineligible subcontractors that are allowed to work on this project. No payment will be made to the Contractor for any work performed by debarred or ineligible subcontractors. Any funds paid to the Contractor for work performed by a debarred or ineligible subcontractor shall be returned to the County.

Full compensation for complying with this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

7.2 DEPARTMENT OF INDUSTRIAL RELATIONS

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

The contractor and all subcontractors shall comply with the requirements of Section 4104 of the Public Contract Code. The contractor and all subcontractors shall be registered and maintain their registration pursuant to Section 1725.5 of the Labor Code for the entire duration of the contract.

Full compensation for complying with this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

7.3 SUBCONTRACTING

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., each Agency may exercise the remedies provided under Pub Cont Code § 4110. The City of Concord as well as the County of Alameda and Sonoma may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

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

Each subcontract must comply with the contract.

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

Among other things, the Contractor must:

- Submit copies of subcontracts upon request by the Engineer.
- Before subcontracted work starts, submit a Subcontracting Request form.
- Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations web site at: <http://www.dir.ca.gov/dlse/debar.html>
- Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower-tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

Full compensation for complying with this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

SECTION 8 - PROSECUTION AND PROGRESS

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work" in Section 8-1.06 "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

8.1 DELAYED START

This project has a delayed starting date. The Counties of Alameda and Sonoma as well as the City of Concord will not issue the NOTICE TO PROCEED letter until after a contract has been duly approved by the respective Agencies.

8.2 BEGINNING OF WORK

The Contractor shall begin work upon receipt of the Notice to Proceed from the relevant Agency.

8.3 CONTRACT WORKING DAYS

The Contractor shall complete all work in accordance with the Contract Documents, hereto attached, to the entire satisfaction of the Engineer within the following number of working days per agency including:

City of Concord – 20 working days

County of Alameda – 15 working days

County of Sonoma – 10 working days.

The Contractor shall complete all work associated with this contract in no more than 60 working days.

8.4 LIQUIDATED DAMAGES

The Contractor shall pay to each Agency the sum of \$2,400 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

8.5 SCHEDULE

The Contractor shall furnish an individual schedule to each of the Agencies for completing the work consistent with Section 8-1.02 of the Standard Specifications.

Full compensation for complying with this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

SECTION 9 - PAYMENT

9.1 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

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

9.2 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor, in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance or noncompliance by a subcontractor.

SECTION 10 - PROJECT DETAILS

10.1 ORDER OF WORK

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

Construction shall progress as follows:

1. Complete all work at Concord sites
2. Complete all work at Alameda County sites
3. Complete all work at Sonoma County sites

Prior to commencing work at each site, the Contractor shall be responsible for preparing schedules, scheduling the work at the site, coordinating power turn off, implementing traffic control, and preventing storm water pollution.

Full compensation for complying with this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

10.2 MOBILIZATION

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications and these special provisions.

In general, mobilization shall consist of the work associated with obtaining permits, insurance, and bonds, and the moving onto the site of materials, supplies, restroom facilities, and equipment as required for the proper performance and completion of the work.

Measurement and Payment

The contract lump sum price paid for Mobilization [**Bid Item Numbers 100, 200, 300, 400, 500, 600, 700, 800, 900, 1000, 1100, 1200, and 1300**] includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in mobilizing, re-mobilizing, demobilizing, as shown on the Plans, as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

10.3 CONSTRUCTION STAKING

The approved plans provide sufficient information for a qualified surveyor to lay out the project. The Contractor shall be held responsible for the correctness of such working stakes.

Regardless of any opportunity to review the survey work by the Engineer, the Contractor shall assume absolute responsibility and liability for the accuracy and completeness of all aspects of the improvement project and the construction layout.

Full compensation for complying with this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

10.4 TRAFFIC

The Contractor shall provide for through traffic (vehicles, pedestrians, and bicyclists) and for ingress to and egress through each of the sites; however, at times when the quality of workmanship can be improved and a better job obtained by the elimination of the through traffic, such traffic may, upon the approval of the Engineer, be temporarily diverted to other routes. The Contractor shall prepare a traffic control plan for review and approval by each site prior to commencing the work.

Full compensation for complying with this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

10.5 UTILITIES

The Contractor's attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications and these special provisions. The Contractor shall telephone Underground Service Alert (USA) at 811 a minimum of two working days prior to start of work so that underground facilities can be approximately located and marked on the surface by the various utilities. As utility companies may not mark facilities on private property, the Contractor shall retain a private utility locating service to determine the locations of utilities within the work zone.

The Contractor shall, prior to start of construction, excavate, probe, and determine the exact locations, both horizontally and vertically, of all utilities within the project area. The Contractor shall install all conduits and related appurtenances to avoid conflict with existing utility systems.

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

10.6 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or Class I hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a Class I hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or Class I hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In accordance with Section 25914.2 of the Health and Safety Code, all such removal of asbestos or Class I hazardous substances including any exploratory work to identify and determine the extent of such asbestos or Class I hazardous substance will be performed under Force Account.

10.7 DISPOSAL OF MATERIALS

The Engineer has not made arrangements for disposal of materials or disposal of excess excavated materials from the project. All materials and excess excavated and unsuitable material shall be disposed of by the Contractor in a lawful manner.

Various disposal facilities have different criteria for accepting materials from a project site. It is the Contractor's responsibility to dispose of the excavated or unsuitable materials that are not reused in the project at a non-hazardous waste disposal facility (subject to all documents and analytical results required by said facility in order to dispose of the materials.) Non-hazardous waste disposal facility includes those sites that accept either Class II or Class III waste. All work described in this section is considered included in the contract and does not constitute extra work.

The quantity of disposal of materials and disposal of excess excavated material shall not be measured or paid for.

Full compensation for removing, hauling and disposing of materials, excess excavated and unsuitable materials from the project site, furnishing all labor (including obtaining approval and processing of the required documents for disposal of said materials from the project site at locations qualified to accept the materials), tools, equipment and incidentals, and for doing all the work involved in disposing of materials, excess excavated and unsuitable materials from the project site, shall be considered included in the prices bid for the various other items of work and no additional compensation will be allowed therefor.

10.8 WATERING

Watering shall conform to Section 10, "Dust Control," and Section 17, "Watering," of the Standard Specifications and these special provisions.

In addition to the general requirements of Sections 10 and 17, the Contractor shall give particular attention to maintaining the project in as dust-free condition as possible while performing the various items of work, and during non-working periods, including weekends. Excavation areas shall be watered prior to excavating and/or during material loading, as necessary; dusty imported aggregates shall be watered prior to or immediately after placing on the subgrade; and subgrades shall be watered frequently, as directed by the Engineer.

The second paragraph of Section 10-1.04, "Payment," of the Standard Specifications is deleted. No separate payment will be made for the purpose of controlling dust caused by public traffic.

Full compensation for development of the water supply and furnishing and applying water shall be considered included in the prices bid for the various other items of work.

10.9 TRENCH SAFETY

The Contractor shall obtain a permit from the Division of Industrial Safety for the construction of trenches or excavations which are five feet or deeper and into which a person is required to descend.

Prior to initiation of any actual work or operations under a permit issued by the Division of Industrial Safety, a safety conference shall be conducted by the Contractor. Such safety conference shall include representatives of the Engineer, the Contractor, the Employer and Employees. The safety conference shall include a discussion of the Employer's Safety Program and such means, methods, devices, processes, practices, conditions or operations he intends to use in providing safe employment and a safe place of employment.

Prior to the excavation of any trench or trenches five feet or more in depth, the Contractor shall submit to the Engineer 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 excavation of such trench or trenches. Said detailed plan is to be submitted to the Engineer

a minimum of two weeks prior to the proposed commencement of trenching operations, and said detailed plan is to be approved by the Engineer prior to commencement of trenching operations. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

The cost of providing adequate sheeting, shoring and bracing, or equivalent method, for the protection of life or limb, which shall conform to the applicable safety orders for the construction of trenches or open excavations which are five feet or deeper, shall be included in this item.

Nothing in this requirement shall be deemed to allow the use of shoring, sloping or protective system less effective than that required by the Construction Safety Orders. Nothing in this requirement shall be construed to impose liability on any Agency or any Agency employees.

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

Contractor shall assure the safe passage of pedestrians and vehicles can occur across/over any trenches during the construction process.

10.10 WATER POLLUTION CONTROL

The Contractor shall complete water pollution control consistent with the requirement of Section 13 of the Standard Specifications.

Full compensation for complying with this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

10.11 SPECIFIC REQUIREMENTS AT SITES

The Contractor shall complete electrical improvements as detailed in the Plans and these Special Provisions. The Contractor shall work on Monday to Friday only. Table 1 details specific requirements for work at each site. The following definitions pertain to the Table 1:

1. Agency – The agency with which the Contractor has an agreement to perform the work
2. Location – The location at which the Contractor is installing the charging station
3. Plan Sheet – The sheet in the Plans detailing the installation of the charging station
4. Site Contact – The individual the Contractor shall contact to coordinate work at the site
5. Work Hours – Allowable hours the contractor can work at the site
6. Access Restrictions- Include the following:
 - a. Secured facility = Agency staff must open gate and or building for Contractor’s access.
 - b. Protected facility = Contractor must be supervised at all times by representative of Agency.
7. Allowable Power Shutoff – The times of the day where the Contractor may turn off power to the site.
8. Lead Time for Power Shutoff – The advance notice the Contractor shall provide to the site contact prior to shutting off the electricity. The Contractor may not shutoff power if the site contact does not provide written permission.

Table 1 – Site work Schedule

Agency	Location	Plan Sheet	Site Contact	Typical Work Hours	Access Restrictions	Allowable Power Shutoff	Lead Time for Power Shutoff
County of Alameda	ALCO Park, Alameda County Parking Garage	A-1	Hank Miller, 510-815-4233	7 am - 7 pm	Secured Facility	530AM - 730AM	7 days
	Department of Public Works	A-2	Lawrence Singh, (510) 667-4499	8 am - 5 pm	Secured Facility	Any time	24 hours
	Santa Rita County Jail	A-3	Balraj Chahal, 510-501-7902	7:30 am - 4 pm	Secured Facility	Any time	24 hours
	Willow Rock Center	A-4	Primary: Jhon Lantican (510) 759-2237). Secondary: Barbara Becker, Shane Peterson (510-377-7714), John Adams (818-515-7804)	8 am - 5 pm	Secured Facility	930 AM - 1130 AM	3 business days min.
	Winton Campus PWA Annex Building	A-5	Lawrence Singh, (510) 667-4499	8 am - 5 pm	Secured Facility	Any time	24 hours
Concord	Police Department	C-1	Cheryl Owens, 925-603-5878	8 am - 5 pm	Protected Facility	Daytime w/ advance planning	>1 week
	Facilities Maintenance/Engineering	C-2	Mark Migliore, 925-671-3422	8 am - 5 pm	Secured Facility	After hours/weekends	>1 week
	Civic Center	C-3	Doug Elloway, 925-671-3343	8 am - 5 pm	Secured Facility	After hours w/ advance planning	>1 week
County of Sonoma	Community Development Commission	S-1	David Worthington 707-565-2809	8 am - 5 pm	Open Facility	Daytime and After hours w/ advance planning	>2 weeks
	Facilities Operations	S-2	David Worthington 707-565-2809	8 am - 5 pm	Secured Facility	Daytime and After hours w/ advance planning	>2 weeks
	Environmental health	S-3	David Worthington 707-565-2809	8 am - 5 pm	Open Facility	Daytime and After hours w/ advance planning	>2 weeks

Specific items related to sites include:

1. At Willow Rock Center, the Contractor can only park in designated parking spaces, no idling vehicles immediately adjacent to facility.
2. At the Concord Police Station, the Contractor must obtain badges and have an escort present. In addition, none of the Contractor's personnel can be convicted felons.
 - a. Anyone who will have access to the back parking lot will need to have a basic background check, including Livescan. The contractor will bear the cost of this background check and build into their bid price. The estimated cost per individual is \$100 for this service.
 - b. The Contractor shall factor into his or schedule the approval time as required by Livescan.
 - c. 48 hour advanced notice will be required if the entry gate or gas pumps will be blocked off or inaccessible.
3. At the Concord Civic Center, the Contractor must obtain badges when working in the City Hall building.

For all work done at any County of Alameda site, the Contractor shall comply with the Alameda County CND Ordinance and Alameda County's Sustainable Design Guidelines, which were included in the bid packet as Appendix C. Full compensation for complying with this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

10.12 ELECTRICAL SYSTEMS

The locations of electrical system elements shown are approximate; the Contractor shall determine the final location and provides record of final locations on as-built drawings.

10.12.1 REGULATIONS AND CODE

Electrical equipment must comply with 1 or more of the following:

1. ANSI - American National Standards Institute
2. ASTM - American Society for Testing and Materials
3. EIA - Electronic Industries Alliance
5. NEMA - National Electrical Manufacturers Association
6. NETA - International Electrical Testing Association
7. UL - Underwriters Laboratories, Inc.
8. California Code of Regulations, Title 8, Electrical Safety Order

Materials and workmanship must comply with:

1. FCC - Federal Communications Commission
2. ITE – Institute of Transportation Engineers
3. NEC - National Electrical Code
4. CEC – California Electrical Code
5. NRTL - Nationally Recognized Testing Laboratory
6. Public Utilities Commission, General Order No. 95, "Rules for Overhead Electrical Line Construction"
7. Public Utilities Commission, General Order No. 128, "Rules for Construction of Underground Electric Supply and Communication Systems"

10.12.2 SCHEDULE OF VALUES

Determine quantities required to complete work. Submit the quantities as part of the schedule of values. Provide a schedule of values for each lump sum bid item.

The schedule of values must include type, size, and installation method for:

1. Foundations for bollard mounted Chargers
2. Bollards and poles
3. Conduit
4. Pull boxes

5. Conductors and cables
6. Service equipment enclosures
7. Disconnects and fuses
8. Mounting brackets
9. Panelboards
10. Circuit breakers
11. Transformers

10.12.3 EQUIPMENT LIST AND DRAWINGS

Within 15 days of Contract approval, Contractor shall submit for review a list of equipment and materials that Contractor proposes to install. The list must include:

1. Name of manufacturer
2. Dimensions
3. Item identification number
4. List of components
5. Quantities of such equipment totally, and individually at each applicable sites.

The list must be supplemented by 2 copies of data, including:

1. Schematic wiring diagrams
2. Scale drawings of cabinets showing location and spacing of shelves, terminal blocks, and equipment, including dimensions
3. Operation manual, if applicable

Electrical equipment constructed not as shown will require detailed drawings and diagrams to be submitted by Contractor to the Engineer for review and approval.

Prepare diagrams, plans, and drawings using graphic symbols in IEEE 315, "Graphic Symbols for Electrical and Electronic Diagrams."

10.12.4 CERTIFICATE OF COMPLIANCE

Submit a certificate of compliance for all electrical material and equipment.

10.12.5 MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS

Keep existing electrical system or authorized temporary replacement in working order during the progress of the work. Electrical shutdown must be submitted to the Engineer for approval prior to start work on alteration or removal of any existing materials or equipment of the existing system. System and traffic shutdown must be limited to normal working hours and pre-approved by the Engineer. System shutdown must not interfere with the business schedule of each applicable facilities.

Where an existing or temporary system is being modified and the work is not described but the Engineer considers it necessary to keep the system in working order, Contractor shall propose in writing for change order work and obtain written approval before proceeding with such work.

The local agency for each site will:

1. Continue the operation and maintenance of existing electrical facilities
2. Continue to provide electrical energy to operate existing electrical facilities
3. Repair or replace existing facilities damaged by other parties
4. Pay for electrical energy to operate existing or new facilities.

Verify location and depth of existing, underground and aboveground, conduits, pull boxes, piping and other electrical facilities before using tools or equipment that may damage those facilities or interfere with an electrical system.

Notify the Engineer immediately if existing facility is damaged by Contractor's activities. Repair or replace damaged facility promptly. If Contractor fails to complete the repair or replacement, promptly, the Owner/Agency will repair or replace and deduct the costs.

Replace damaged facilities within 24 hours at Contractor's expense. If Contractor fail to complete the repair within 24 hours, the Owner/Agency will repair and deduct the repair costs.

If the roadway or adjacent traffic remains open while an existing system is modified or damaged:

1. Keep the existing system in working order
2. Make the final connection so the circuit is in operation by nightfall.

10.12.6 SCHEDULING OF WORK

The Contractor shall place the order for the electrical equipment and materials. Furnish the Engineer a statement from the vendor that the order for the electrical equipment has been received and accepted by the vendor. Submit the statement as an informational submittal.

Except service installation and service equipment enclosure, do not work above ground until all materials are on hand to complete the electrical work at each location. Schedule work to allow each system to be completed and ready for operation before opening the corresponding area.

Do not pull conductors into conduit until:

1. Pull boxes are set to grade
2. Metallic conduit is bonded and grounded

Notify the Engineer 48 hours before the start of a functional test.

Measurement and Payment

Full compensation for complying with this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

10.13 MATERIALS AND INSTALLATION

The Contractor shall install conduits, conductors, electrical components, and related appurtenances as detailed in the Plans and these Special Provisions.

10.13.1 EXCAVATING AND BACKFILLING

Prior to completing ground disturbing activities, the Contractor shall implement a water pollution system as defined in Section 10.10 WATER POLLUTION CONTROL of these Special Provisions.

When trenching in asphalt or concrete, the Contractor shall saw cut the material as described in Section 10.14 SAW CUT EXISTING PAVEMENT. The Contractor shall remove asphalt and concrete as required in Section 10.15 REMOVE ASPHALT AND CONCRETE of these Special Provisions.

The Contractor shall excavate to the depth required by these Special Provisions and as defined in the Plans.

The Contractor shall dispose of surplus material as required by Section 10.7 DISPOSAL OF MATERIALS of these Special Provisions.

After placing conduit as required in this Section, the Contractor shall backfill trenches using a controlled density fill as described in Section 10.17 CONTROLLED DENSITY FILL of these Special Provisions.

10.13.2 REMOVING AND REPLACING IMPROVEMENTS

The Contactor shall replace or reconstruct underlying material including, but not limited to, utilities and irrigations systems damaged by the Contractor's activities. Replacement material must be of equal or better quality than the material damaged.

The Contractor shall replace asphalt paving consistent with the requirements of Section 10.18 ASPHALT CONCRETE and Section 10.19 CONCRETE CURBS AND SIDEWALKS of these Special Provisions. The minimum thickness of asphalt or concrete placed shall match the existing condition as long as it is no less than 4 inches thick for either asphalt or concrete.

The Contractor shall replace all stripes and pavement markings as described in Section 10.20 PAINTED TRAFFIC STRIPES of these Special Provisions.

Landscape areas shall be restored to existing or better condition.

The Contractor shall complete final surface restoration within two (2) calendar days of excavation.

10.13.3 FOUNDATIONS

Concrete must comply with the specifications for minor concrete.

Construct concrete foundations on firm ground.

After each equipment, charger or bollard is properly positioned, place mortar under the base plate. Finish the exposed portion to present a neat appearance. Mortar must comply with the specifications for mortar in section 51-1 of Caltrans Spec's, except mortar must have:

1. 1 part by volume of cement
2. 3 parts by volume of clean sand

Form exposed portions of the foundation to present a neat appearance and true to line and grade. The top of the foundation must be finished to curb or sidewalk grade, unless otherwise noted. Forms must be rigid and braced securely in place. Conduit ends and anchor bolts must be placed at the proper height and position. Anchor bolts must be installed a maximum of 1:40 from vertical and held in place by rigid top and bottom templates. Use a steel bottom template at least 1/2 inch thick that provides proper spacing and alignment of anchor bolts near the embedded bottom end. Install the bottom template before placing footing concrete.

Galvanize steel parts under section 75-1.05 of Caltrans Spec's when applicable.

Provide nuts and washers, as required for the upper threaded part of each anchor bolt, anchor bar or stud.

Do not weld HS steel used for anchor bolts, anchor bars, or studs.

Before placing concrete, moisten the forms and ground. Keep the forms in place until the concrete sets for at least 24 hours and is strong enough to prevent damage to the surface.

Do not erect equipment, charger or cabinets until the concrete foundation has cured for at least 7 days.

After final adjustments of each charger or equipment on the structure is properly positioned, tighten nuts as follows:

1. Tighten leveling nuts and top nuts, following a crisscross pattern, until bearing surfaces of all nuts, washers, and base plates are in firm contact.
2. Use an indelible marker to mark the top nuts and base plate with lines showing relative alignment of the nut to the base plate.
3. Tighten top nuts, following a crisscross pattern, an additional 1/6th of a turn.

In unpaved areas, construct a raised concrete pad in front of each chargers as shown in the Plans.

Dispose of foundations removed consistent with the requirement of Section 10.7 DISPOSAL OF MATERIALS of these Special Provisions.

10.13.4 CHARGERS

Electrical Vehicle (EV) Chargers will be furnished by the Agencies. See Section 6.1 Owner Furnished Materials of these Special Provisions for locations where the Contractor can pickup. The type of Chargers are:

For EVDC (electric vehicle dual charger) and EVSC (electric vehicle single charger) shall be Chargepoint network charging stations model CT4000 family or equal.

Information regarding these chargers can be found at the website:

www.chargepoint.com

Information of the CT 4000 Family can be found at the following web link:

http://www.chargepoint.com/files/CT4000_Install_Guide.pdf

10.13.5 CONDUIT

Sizes of most of the conduits are specified on the plans; the conductor fill shall not exceed 26% of the conduit’s cross section area. Contractor may use a larger size conduit than specified as long as Contractor uses it for the entire length between outlets. Do not use reducing coupling.

New conduit must not pass through existing foundations for the chargers unless it is designated for the chargers directly on top of the foundation. Conduit and conduit fitting must be UL or NRTL listed

Outdoor Material

Outdoor conduit and conduit fitting must comply with the requirements shown in the following table:

Conduit and Conduit Fitting Requirements

Type 1	Hot-dip galvanized rigid steel conduit and conduit couplings must comply with UL 6 and ANSI C80.1. Zinc coating testing must comply with copper sulfate test requirements in UL 6. Conduit couplings for rigid steel conduit must be electrogalvanized.
Type 2	Hot-dip galvanized rigid steel conduit must comply with requirements for Type 1 conduit and be coated with PVC or polyethylene. Exterior thermoplastic coating must have a minimum thickness of 35 mils. Internal coating must have a minimum thickness of 2 mils. Coated conduit must comply with UL 6; NEMA RN 1; or NRTL PVC-001.
Type 3	Rigid nonmetallic PVC conduit must comply with UL 651. Type A extruded rigid PVC conduit and extruded rigid HDPE conduit must comply with UL 651A. Coilable, smooth-wall, continuous length HDPE conduits must comply with UL 651B. Install at underground locations only.
Type 4	Waterproof flexible metal conduit must consist of conduit with a waterproof nonmetallic sunlight-resistant jacket over an inner flexible metal core. Type 4 conduit must be UL listed for use as the grounding conductor.
Type 5	Intermediate steel conduit and conduit couplings must comply with UL 1242 and ANSI C80.6. Zinc coating testing must comply with copper sulfate test requirements in UL 1242. Conduit couplings for intermediate rigid steel conduit must be electrogalvanized. Type 5 conduit must only be used if specified.

Bonding bushings to be installed on metal conduit must be insulated and either galvanized or zinc alloy type. Fittings for steel conduit and for watertight flexible metal conduit must be UL listed at UL 514B.

Indoor Material

Above ground indoor conduits shall be EMT (electrical metallic tubing) with compression type couplings and connectors. Conduit shall be sized accordance with the CEC requirements. Minimum size of new conduit shall be 3/4 inch, UON. Code size ground wires shall be installed in power conduits and new circuits.

Install Type 1 conduit on all exposed surfaces and at the following locations:

1. In concrete structures
2. Between a structure and nearest pull box

Exposed conduit installed on painted structure must be painted the same color as the structure.

Change or extend existing conduit runs using the same material. Install pull box if an underground conduit changes from the metallic type to Type 3.

Installation

Whether shop or field cut, ream ends of conduit to remove burrs and rough edges. Make cuts square and true. Slip joints and running threads are not allowed for coupling conduit. If a standard coupling cannot be used for coupling metal type conduit, use a threaded union coupling that is UL or NRTL listed. Tighten couplings for metal conduit to maintain a good electrical connection through conduit run.

Cut Type 3 conduit with tools that will not deform the conduit. Use solvent weld for connections.

Cut Type 2 conduit with pipe cutters; do not use hacksaws. Coated conduit must be threaded with standard conduit-threading dies. Tighten conduit into couplings or fittings using strap wrenches or approved groove joint pliers.

Protect shop-cut threads from corrosion under the standards shown in the following table:

Shop-Cut Thread Protection	
Steel conduit and conduit couplings	ANSI C80.1
Electrical intermediate metal conduit and conduit couplings	ANSI C80.6

Paint conduits. Apply 2 coats of authorized unthinned zinc-rich primer of organic vehicle type. Do not use aerosol cans. Paint the following parts of conduits:

1. All exposed threads
2. Field-cut threads before installing conduit couplings to steel conduit
3. Damaged surfaces on metal conduit

Do not remove shop-installed conduit couplings.

Damaged Type 2 conduit or conduit coupling must be wrapped with at least 1 layer of 2-inch-wide, 20-mil-minimum-thickness PVC tape as specified in ASTM D 1000, with a minimum tape overlap of 1/2 inch. Before applying the tape, conduit or fitting must be cleaned and painted with 1 coat of rubber-resin based adhesive as recommended by the tape manufacturer. Contractor may repair damaged spots in the thermoplastic coating by painting over with a brushing type compound supplied by the conduit manufacturer instead of the tape wrap.

The ends of Types 1, 2, or 5 conduit must be threaded and capped with standard pipe caps until wiring is started. The ends of Types 3 and 4 conduit must be capped until wiring is started. If caps are removed, replace with conduit bushings. Fit insulated bonding bushings on the end of metal conduit ending in pull box or foundation. Bell or end bushings for Type 3 conduit must be nonmetallic type.

Conduit bends, except factory bends, must have a radius of not less than 6 times the inside diameter of the conduit. If factory bends are not used, bend the conduit without crimping or flattening using the longest radius practicable. Bend conduits as shown in the following table:

Conduit-Bending Requirements	
Type 1	By equipment and methods recommended by the conduit manufacturer.
Type 2	Use standard bending tool designed for use on thermoplastic coated conduit. Conduit must be free of burrs and pits.
Type 3	By equipment and methods recommended by the conduit manufacturer. Do not expose conduit to direct flame.
Type 5	By equipment and methods recommended by the conduit manufacturer.

Install pull tape in conduit that is to receive future conductors. The pull tape must be a flat woven lubricated soft fiber polyester tape with a minimum tensile strength of 1,800 lb and have printed sequential measurement markings every 3 feet. At least 2 feet of pull tape must be doubled back into the conduit at each end.

Existing underground conduit to be incorporated into a new system must be cleaned with a mandrel or cylindrical wire brush and blown out with compressed air.

Install conduit to a depth of not less than 30 inches below finished grade, except in sidewalk and curbed paved median areas, where it must be at least 18 inches below grade. Contractor may lay conduit on existing pavement within new curbed median.

Conduit coupling must be a minimum of 6 inches from the face of the foundation.

Place a minimum of 2 inches of sand bedding in the trench before installing Type 2 or Type 3 conduit. Final backfill shall be by controlled density fill.

Conduit runs located behind curbs may be installed in the street, within 3 feet of, and parallel with the face of the curb by the trenching in pavement method as specified in section 10 – Project Details. Pull boxes must be located behind the curb or at the locations shown.

Obtain authorization before disturbing pavement. If an obstruction is encountered, obtain authorization to cut small holes in the pavement to locate or remove the obstruction. If jacking or drilling method is used, keep jacking or drilling pit 2 feet away from edge of pavement. Pavement must not be weakened or subgrade softened from excess water use.

Conduit used for drilling or jacking must be removed; install new conduit for completed work. If a hole larger than the conduit is pre-drilled and Contractor installs conduit by hand or by equipment and method recommended by the conduit manufacturer, Contractor may install Type 2 or Type 3 conduit under the pavement.

If trenching in pavement method is specified, conduit installation must comply with the following:

1. Use Type 3 conduit. Place conduit under pavement in a trench approximately 2 inches wider than the outside diameter of conduit, but not exceeding 6 inches in width. Trench depth must not exceed the greater of 12 inches or conduit trade size plus 10 inches, except that at pull boxes the trench may be hand dug to required depth. The top of the installed conduit must be a minimum of 9 inches below finished grade.
2. Trenching installation must be completed before placing final pavement layer.
3. Cut pavement to be removed with a rock cutting excavator. Minimize shatter outside the removal area.
4. Place conduit in the bottom of the trench and backfill with controlled density fill.
5. Backfill trenches, by the end of each day. Complete surface restoration within 3 days after trenching.

Conduit ending in a standard or pedestal must not extend more than 3 inches vertically above the foundation and must be sloped toward the handhole opening. Conduit entering through the side of a nonmetallic pull box must end inside the box within 2 inches of the wall and 2 inches above the bottom and be sloped toward the top of the box to facilitate pulling of conductors. Conduit entering through the bottom of a pull box must end 2 inches above the bottom and be located near the end walls to leave the major portion of the box clear. At the outlet, the conduit must enter from the direction of the run.

Underground conduit runs, including under sidewalks, that are adjacent to gasoline service stations or other underground gasoline or diesel storage, piping, or pumps and that lead to a controller cabinet, circuit breaker panel, service, or enclosure where an arc may occur during normal operations must be sealed if the conduit is within the limits specified in the NEC for Class 1, division 1. Use Type 1 or Type 2 conduit for these runs.

Conduit for future use in structures must be threaded and capped. Conduit leading to soffit, wall, or other lights or fixtures below pull box grade must be sealed and made watertight, except where conduit ends in a No. 9 or No. 9A pull box.

Support for conduit in or on a wall or bridge superstructure must comply with the following:

1. Steel hangers, steel brackets, and other fittings must comply with section 75-1.03.

2. Construct precast concrete conduit cradles using minor concrete and commercial quality welded wire fabric. Minor concrete must contain a minimum of 590 lb of cementitious material per cubic yard. The cradles must be moist cured for a minimum of 3 days. Bond precast concrete cradles to the structure with one of the following epoxy adhesives:
 - 2.1. Epoxy adhesive for bonding freshly-mixed concrete to hardened concrete.
 - 2.2. Rapid set epoxy adhesive for pavement markers.
 - 2.3. Standard set epoxy adhesive for pavement markers.
3. Use pipe sleeve or form an opening for conduit through the bridge superstructure concrete. Sleeve or opening through either prestressed member or conventionally reinforced precast member must be:
 - 3.1. Transverse to the member.
 - 3.2. Through the web.
 - 3.3. Not more than 3 inches maximum gross opening in concrete.
4. Where conduits pass through the abutment concrete, wrap conduit with 2 layers of asphalt-felt building paper securely taped or wired in place. Fill the space around the conduit that runs through the bridge abutment wall with mortar under section 51-1 except the proportion of cementitious material to sand must be 1 to 3. Fill the space around the conduits that run through the abutments after prestressing is completed.
5. Run surface-mounted conduit straight and true, horizontal or vertical on the wall, and parallel to walls on ceilings or other similar surfaces. Support conduit at a maximum of 5-foot intervals or closer where necessary to prevent vibration or unsightly deflection. The supports must include galvanized malleable iron conduit clamps and clamp backs secured with expansion anchorage devices as specified for concrete anchorage devices in section 75-1.03. Threaded studs must be galvanized and be of the largest diameter that will pass through the mounting hole in conduit clamp.
6. Where pull boxes are placed in conduit runs, the conduit must be fitted with threaded bushings and bonded.
7. Mark the location of conduit end in structure, curb, or wall with a "Y" that is a minimum of 3 inches tall, directly above conduit.

Expansion Fittings

Install expansion fitting where the conduit crosses an expansion joint in a structure. Each expansion fitting for metal conduit must include a copper bonding jumper having the ampacity specified in NEC.

Each expansion-deflection fitting for expansion joints of 1-1/2-inch movement rating must be watertight and include a molded neoprene sleeve, a bonding jumper, and 2 silicon bronze or zinc-plated iron hubs. Each fitting must allow a minimum of 3/4-inch expansion, contraction, and lateral deflection.

10.13.6 PULL BOXES

Contractor may use a larger standard size pull box than that described.

Materials

Pull box, cover, and extension for installation in ground or sidewalk area must be precast reinforced concrete or nonconcrete material. Nonconcrete material must:

1. Be fire resistant with a burn rate no greater than 0.3 inch per minute per 0.1 inch of thickness when tested under ASTM D 635
2. Show no significant change in physical properties with exposure to weather
3. Be dense, free of voids or porosity, and gray or brown in color

Nonconcrete pull box must comply with the following:

1. Top dimensions must not exceed the bottom dimensions by more than 1 inch.
2. Extension must be of the same material as the pull box and attached to the pull box to maintain the minimum combined depths as shown.
3. Cover must not fail and must not deflect more than 1/4 inch when a vertical force of 1,500 lb is applied through a 1/2-by-3-by-6-inch steel plate to a nonconcrete cover on the pull box. Center the steel plate on the cover with its longitudinal axis coinciding with the longitudinal axis of the cover.

Nonconcrete pull boxes must be of sufficient rigidity that when a designated concentrated force is applied perpendicularly to the midpoint of one of the long sides at the top while the opposite long side is supported by a rigid surface, it must be

possible to remove the cover without the use of tools. The designated concentrated force must be 150 lb for a No. 3-1/2 pull box and must be 100 lb for a No. 5 or No. 6 pull box.

If a transformer or other device must be placed in a nonmetallic pull box, include recesses for a hanger.

Secure cover, except ceiling pull box cover, with 3/8-inch hold down bolts, cap screws, or studs, washers, and brass stainless steel or other noncorroding metal nut. Stainless steel hardware must have an 18 percent chromium content and an 8 percent nickel content.

Galvanize ferrous metal parts under section 75-1.05 of Caltrans Spec's.

Traffic pull box must be provided with steel cover and special concrete footing. Steel cover must have an embossed nonskid pattern.

Traffic pull box and cover must have a vertical proof-load strength of 25,000 lb. Comply with Federal Specification RR-F-621 and distribute the 25,000 lb load through a 9-by-9-by-2-inch steel plate. Contractor must be able to place the load anywhere on the box and cover for 1 minute without causing cracks or permanent deformations.

No. 3-1/2(T) and No. 5(T) traffic pull box must be reinforced with a galvanized Z bar welded frame and cover similar to that shown for No. 6(T) pull box. Frame must be anchored to the box with 1/4 by 2-1/4 inch concrete anchors. Four concrete anchors must be included for No. 3-1/2(T) pull box; one placed in each corner. Six concrete anchors must be included for No. 5(T) and No. 6(T) pull boxes; one placed in each corner and one near the middle of each of the longer sides.

Hold down screws must be 3/8-inch hex flange cap screws of Type 316 stainless steel. Nut must be zinc-plated carbon steel, vibration resistant, and have a wedge ramp at the root of the thread. Nut must be spot welded to the underside or fabricated with galvanized Z-bar pull box frame.

Steel cover must be countersunk approximately 1/4 inch to accommodate the bolt head. When tightened, the bolt head must not exceed more than 1/8 inch above the top of the cover. A 1/4-inch tapped hole and brass bonding screw must be included. Concrete placed around and under traffic pull boxes must be minor concrete.

Cover Marking

Marking must be clearly defined, uniform in depth, and parallel to either the long or short sides of the cover. Marking letters must be between 1 to 3 inches high.

Before galvanizing steel or cast iron cover, apply marking by one of the following methods:

1. Use cast iron strip at least 1/4 inch thick with letters raised a minimum of 1/16 inch. Fasten strip to cover with 1/4-inch flathead stainless steel machine bolts and nuts. Peen bolts after tightening.
2. Use sheet steel strip at least 0.027 inch thick with letters raised a minimum of 1/16 inch. Fasten strip to cover by spot welding, tack welding, or brazing, with 1/4-inch stainless steel rivets or 1/4-inch roundhead stainless steel machine bolts and nuts. Peen bolts after tightening.
3. Bead weld the letters on cover such that the letters are raised a minimum of 3/32 inch.

Installation and Use

Space pull boxes no more than 200 feet apart. Contractor may install additional pull boxes to facilitate the work.

Pull box in ground or sidewalk area must be installed as follows:

1. Embed bottom of the pull box in crushed rock.
2. Place a layer of roofing paper on the crushed rock.
3. Place grout over the layer of roofing paper. Grout must be 0.50 to 1 inch thick and be sloped toward the drain hole.
4. Make a 1-inch drain hole in the center of the pull box through the grout and roofing paper.
5. Place grout between the pull box and the pull box extension, and around conduits.

Reconstruct the sump of an existing pull box if disturbed by Contractor’s activities. Remove old grout and replace with new if the sump was grouted.

After installation of traffic pull box, install the steel cover and keep it bolted down when Contractor’s activities are not in progress at the pull box. When the steel cover is placed for the final time, the cover and Z bar frame must be cleaned of debris and tightened securely.

10.13.7 CONDUCTORS AND CABLES

General

Conductor must be copper wire that complies with ASTM B 3 and B 8.

Wire size must comply with the requirements shown in the following table:

Wire Size Requirements

Conductor usage	Requirement
In loop detector lead-in cable	ASTM B 286
Everywhere except in loop detector lead-in cable	AWG ^a

^aExcept conductor diameter must not be less than 98 percent of specified AWG diameter.

Single conductor and cable, except detector lead-in cable, must have clear, distinctive, and permanent markings on the outer surface throughout its length. The markings must include the manufacturer's name or trademark, insulation type letter designation, conductor size, voltage, and temperature rating, and for cables, it must also include number of conductors.

Conductor Identification

Conductor insulation must be a solid color with a permanent stripe as specified below. The solid color must be homogeneous through the full depth of insulation. Identification stripe must be continuous throughout the length of conductor. For conductor sizes No. 2 and larger, the insulation may be black and the ends of the conductors must be taped for a minimum length of 20 inches with electrical insulating tape of the required color.

Circuit Conductors

Circuit conductors must be UL or NRTL listed and rated for 600 V(ac) operation. Insulation for No. 14 to No. 4 conductors must be one of the following:

1. Type TW PVC as specified in ASTM D 2219
2. Type THW PVC
3. Type USE, RHH, or RHW cross-linked polyethylene

Minimum insulation thickness for the insulation types shown must comply with the following table:

Insulation Thickness

Insulation type	Conductor size	Insulation thickness (mils)
USE, RHH, or RHW	No. 14 to No. 10	39
	No. 8 to No. 2	51
THW or TW	No. 14 to No. 10	27
	No. 8	40
	No. 6 to No. 2	54

Insulation for No. 2 and larger conductor must be one of the types listed above or Type THWN.

Conductor for wiring wall and soffit luminaire must be stranded copper with insulation rated for use at temperatures up to 125 degrees C.

10.13.8 WIRING

Solder conductors by hot iron, pouring, or dipping method, connectors and terminal lugs for conductor sizes No. 8 and smaller. Do not perform open-flame soldering.

Installation

Use a UL- or NRTL-listed inert lubricant for placing conductors in conduit.

Pull conductors into conduit by hand, using pull tape specified in Section 10 – Project Details. Do not use winches or other power-actuated pulling equipment.

If adding new conductors or removing existing conductors, remove all conductors, clean the conduit under Section 10 – Project Details, and pull all conductors in the conduit as 1 unit.

If less than 10 feet above grade, enclose temporary conductors in flexible or rigid metal conduit.

After conductors are installed, seal ends of conduits with an authorized sealing compound.

To form a watertight seal, tape the ends of spare conductors and conductors ending in pull boxes.

Conductors and cables inside a fixture or cabinet must be neatly arranged and tied together by function with self-clinching nylon cable ties or enclosed in a plastic tubing or raceway.

Permanently identify conductors by function. Place identification on each conductor or each group of conductors forming a signal phase at each pull box and near the end of the conductors.

Label, tag, or band conductors by mechanical methods. Identification must not move along the conductors.

Connectors and Terminals

Connectors and terminals must be UL- or NRTL-listed crimp type. Use a manufacturer-recommended tool for connectors and terminals to join conductors. Terminate stranded conductors smaller than No. 14 in crimp style terminal lugs.

Splicing and Terminations

Splices are allowed for:

1. Grounded conductors in a pull box.
2. Ungrounded circuit conductors in a pull box, if circuits are modified.

Splice Insulation

Contractor may use "Heat-shrink tubing" or "Method B" to insulate splices.

Splice must function under continuous submersion in water.

Multi-conductor cable must be spliced and insulated to form a watertight joint and to prevent moisture absorption by the cable.

Low-voltage tape must be:

1. UL or NRTL listed
2. Self fusing, oil and flame-resistant, synthetic rubber
3. PVC, pressure-sensitive adhesive of 6 mils minimum thickness

Insulating pad must be a combination of an 80-mils thick electrical grade PVC laminate and a 120-mils thick butyl splicing compound with removable liner.

Heat-shrink tubing must comply with the following:

1. Be medium or heavy wall thickness, irradiated polyolefin tubing with an adhesive mastic inner wall.
2. Before contraction, minimum wall thickness must be 40 mils.

- Comply with requirements for extruded insulated tubing at 600 V(ac) in UL Standard 468D and ANSI C119.1, and the requirements shown in the following table:

Heat-Shrink Tubing Requirements

Shrinkage ratio	33 percent, maximum, of supplied diameter when heated to 125 °C and allowed to cool to 25 °C
Dielectric strength	350 kV per inch, minimum
Resistivity	25 ¹³ Ω per inch, minimum
Tensile strength	2,000 psi, minimum
Operating temperature	-40 °C to 90 °C (135 °C in emergency)
Water absorption	0.5 percent, maximum

Insulate splices using "Heat-shrink tubing" by performing the following:

- Completely cover the splice area with electrical insulating coating and allow to dry.
- Heat as recommended by the manufacturer. Do not perform open-flame heating.
- When heated, the inner wall must melt and fill crevices and interstices of the covered object and the outer wall must shrink to form a waterproof insulation.
- After contraction, each end of the heat-shrink tubing or the open end of end cap of heat-shrink tubing must overlap the conductor insulation at least 1-1/2 inches.
- If 3 or more conductors are to be enclosed in 1 splice, place mastic around each conductor before placing inside tubing. Use mastic type recommended by heat-shrink tubing manufacturer.
- Cover entire splice with electrical insulating coating and allow to dry.

Insulate splices using "Method B" by performing the following:

- Completely cover the splice area with electrical insulating coating and allow to dry.
- Apply 2 layers of electrical insulating pad with a minimum thickness of 1/8 inch each layer or 2 layers of half lapped low voltage tape.
- Apply 3 layers of half lapped polyvinyl chloride tape.
- Cover entire splice with electrical insulating coating and allow to dry.

Use at least 2 thicknesses of electrical insulating pad. Apply pad to splice as recommended by the manufacturer.

Fused Splice Connectors

Install a fused disconnect splice connector in each ungrounded conductor, between the line and the ballast, in the pull box adjacent to each luminaire. Connector must be accessible in the pull box.

For 240 and 480 V (AC) circuits, each connector must simultaneously disconnect both ungrounded conductors. Connector must not have exposed metal parts except for the head of the stainless steel assembly screw. Recess the head of the stainless steel assembly screw a minimum of 1/32 inch below the top of the plastic boss that surrounds the head.

Splice connector must protect the fuse from water or weather damage. Contact between the fuse and fuseholder must be spring loaded. Splice connector terminals must be:

- Rigidly crimped, using a tool recommended by the manufacturer of the fused splice connector, onto ungrounded conductors
- Insulated
- Watertight

Fuses must be standard midget ferrule type, with "Non-Time-Delay" feature, and 13/32 by 1-1/2 inches.

10.13.9 BONDING AND GROUNDING

Secure all metallic components, mechanically and electrically, to form a continuous system that is effectively grounded.

Bonding jumper must be copper wire or copper braid of the same cross sectional area as a No. 8 or larger to match the load. Equipment grounding conductors must be color coded as specified in NEC or be bare.

Ground 1 side of the secondary circuit of step-down transformer.

Ground metal conduit, service equipment, and grounded conductor at the service point as specified by NEC and service utility, except grounding electrode conductor must be No. 6 or larger.

Equipment bonding and grounding conductors are required in conduits. Run a No. 8 minimum bare copper wire continuously in a conduit system. The bonding wire must be sized as specified in the NEC.

Ground electrode must be:

1. 1 piece
2. 10-foot minimum length of one of the following:
 - 2.1. Galvanized steel rod or pipe not less than 3/4 inch in diameter
 - 2.2. Copper clad steel rod not less than 5/8 inch in diameter
3. Installed as specified in NEC
4. Bonded to service equipment using one of the following:
 - 4.1. Ground clamp
 - 4.2. Exothermic weld
 - 4.3. No. 6 or larger copper conductor

On wood pole, metallic equipment mounted less than 8 feet above ground surface must be grounded.

Bond metallic conduit in nonmetallic pull box using bonding bushing or bonding jumper.

Bond metallic conduit in metal pull box using bonding bushings and bonding jumpers connected to bonding wire running in the conduit system.

10.13.10 SERVICE

Electrical service installation and materials must comply with service utility requirements.

If service equipment is to be installed on a utility-owned pole, Contractor must furnish and install conduit, conductors, and other necessary material to complete the service installation. The service utility will decide the riser and equipment position.

Install service equipment early on to allow service utility to schedule its work before project completion.

Furnish each service with a circuit breaker that simultaneously disconnects all ungrounded service entrance conductors.

Circuit breakers must:

1. Be quick-break on either automatic or manual operation
2. Have operating mechanism that is enclosed and trip-free from operating handle on overload
3. Be trip indicating
4. Have frame size plainly marked
5. Have trip rating clearly marked on operating handle
6. Have overload tripping of breakers not influenced by ambient temperature range of -18 to 50 degrees C
7. Be internal trip type
8. Be UL or NRTL listed and comply with UL 489 or equal
9. If used as service disconnect, have minimum interrupting capacity of 10,000 A, rms, or equivalent to the AIC rating of existing circuit breakers of the same panelboard feeding the EV chargers whichever is greater.

Service equipment enclosure must be a NEMA 3R enclosure with a dead-front panel and a hasp with a 7/16-inch hole for a padlock. Enclosure must be field marked as specified in the NEC to warn qualified persons of potential electric arc flash hazards.

Service equipment enclosure, except Types II and III, must be galvanized or have a factory-applied rust-resistant prime coat and finish coat.

Types II and III service equipment enclosures must be manufactured from one of the following:

1. Galvanized sheet steel
2. Sheet steel plated with zinc or cadmium after manufacturing
3. Aluminum

Manufacture service equipment enclosure as specified in Section 10 – Project Details. Overlapping exterior seams and doors must comply with requirements for NEMA 3R enclosures in the NEMA Enclosure Standards.

If an alternative design is proposed for Type II or III service equipment enclosure, submit plans and shop drawings to the Engineer for authorization before manufacturing.

Except for false work lighting and power for Contractor's activities, when Contractor submits a written request, the Engineer will arrange:

1. With the service utility to complete service connections for permanent installations and the Owner/Agency will pay all costs and fees required by the service utility. Submit request at least 15 days before service connections are required.
2. For furnishing electrical energy. Energy used before Contract completion will be charged to Contractor, except cost of energy used for public benefit as ordered will be paid by the Owner/Agency or local authorities.

Payment for furnishing and installing Owner/Agency-owned or permanent service poles, service equipment, conduit, conductors, and pull boxes, including equipment, conduit, and conductors placed on utility-owned poles, is included in the payment for the of electrical work involved.

If the service point is indeterminate and is shown as "approximate location" or "service point not yet established," the labor and materials required for making the connection between the service point, when established, and the nearest pull box shown is change order work.

10.13.11 TESTING

Materials Testing

Deliver material and equipment to be tested to either the METS or a testing location as ordered.

Allow 30 days for acceptance testing from the time material or equipment is delivered to test site. Contractor must pay for all shipping, handling, and related transportation costs associated with testing. If equipment is rejected, Contractor must allow 30 days for retesting. Retesting period starts when corrected equipment is delivered to test site. Contractor must pay for all retesting costs.

If equipment submitted for testing does not comply with specifications, remove the equipment within 5 business days after notification that the equipment is rejected. If equipment is not removed within that period, it may be shipped to Contractor at Contractor's expense.

When testing is complete, Contractor will be notified. Contractor must pick up the equipment at the test site and deliver it to the job site.

Field Testing

Before starting functional testing, perform the following tests in the presence of the Engineer:

1. Test each circuit for continuity.
2. Test each circuit for grounds.

3. Perform insulation resistance test at 500 V (DC) on each circuit between the circuit and a ground. Insulation resistance must be 10 MΩ minimum on all circuits, except for inductive loop detector circuits that must have an insulation resistance value at least 100 MΩ.
4. Functional test for each new or modified system must include at least 5 business days of continuous, satisfactory operation. If unsatisfactory performance of the system occurs, the condition must be corrected and the system retested until the 5 business days of continuous, satisfactory operation is obtained.
5. Except for new or modified parts of existing circuit, the Owner or local agency will maintain the system during test period and pay the electrical energy cost. Except for electrical energy, Contractor must pay the cost of necessary maintenance performed by the Owner or local agency on new circuits or on the portions of existing circuits modified under the Contract.
6. Shutdown of electrical system caused by traffic, a power interruption, or unsatisfactory performance of Owner/Agency-furnished materials does not constitute discontinuity of the functional test.

10.13.12 GALVANIZING

Galvanize under section 75-1.05. Cabinet material may be galvanized before fabrication as specified in ASTM A 653/653M, Coating Designation G 90.

Steel pipe standard and mast arm must be hot-dip galvanized after manufacturing and must comply with section 75-1.05. Remove spikes from galvanized surfaces.

A minimum of 10 inches of upper end of anchor bolts, anchor bars or studs, and nuts and washers must be galvanized as specified in section 75-1.05 of Caltrans Spec's.

After galvanizing, bolt threads must accept galvanized standard nuts without requiring tools or causing removal of protective coatings.

Galvanizing existing materials in an electrical installation will not be required.

10.13.13 PAINTING

Paint electrical equipment and material and comply with the following:

1. Use paint material specified in section 91 of Caltrans Spec's.
2. Factory or shop cleaning methods for metals are acceptable if equal to the methods specified.
3. Instead of the temperature and seasonal restrictions for painting as specified in section 59 of Caltrans Spec's, for electrical installations, paint may be applied to equipment and materials at any time the Engineer allows.
4. Ungalvanized ferrous surface to be painted must be cleaned before applying the prime coat. Blast cleaning is not required.
5. If an authorized prime coat is applied by the manufacturer, and in good condition, the 1st primer application is not required.
6. Existing equipment to be painted in the field, including Owner/Agency-furnished equipment, must be washed with a stiff bristle brush using a solution of water containing 2 tablespoons of heavy duty detergent powder per gallon. After rinsing, surface must be wire brushed with a coarse, cup-shaped, power-driven brush to remove badly bonded paint, rust, scale, corrosion, grease, or dirt. Dust or residue remaining after wire brushing must be removed before priming.
7. Do not paint galvanized metal guard post, galvanized equipment, Owner/Agency-furnished controller cabinet, and wood pole for traffic signal or flashing beacon.
8. New galvanized metal surface to be painted in the field must be cleaned as specified for existing equipment before applying the prime coat. Do not wire brush new galvanized surface.
9. After erection, examine exterior surface for damaged primer, clean, and spot coat with primer.
10. Paint Types II and III steel service equipment enclosures with a polymeric or an enamel coating system matching color no. 14672, of FED-STD-595. Coating must be commercially smooth and free of flow lines, paint washout, streaks, blisters, and other defects that would impair serviceability or detract from general appearance. Coating must comply with the requirements shown in the following table:

Property	Requirements
Coating hardness	Finish must have pencil lead hardness of HB, minimum, when tested under ASTM D 3363.
Salt spray resistance	Undercutting coating system's film must not exceed 1/8 inch average, from lines scored diagonally and deep enough to expose the base metal, after 336 hours of exposure in a salt spray cabinet complying with ASTM B 117.
Adherence	Must not have coating loss when tested under California Test 645. Perform testing by applying coating to 4" x 8" x 0.024" test specimens of the same material as the cabinet, using the same application method.

11. Finish interior of metal signal visor, louver, and front face of backplates with 2 applications of lusterless black exterior grade latex paint formulated for application to properly prepared metal surface. Good condition factory finish will be acceptable.
12. Finish metal signal section, signal head mounting, brackets and fittings, outside of visor, pedestrian push button housing, pedestrian signal section and visor, and back face of back plate with 2 applications of lusterless black or dark olive green exterior grade latex paint formulated for application to properly prepared metal surface. Match color to color chip no. 68 filed at METS.
13. Prepare and finish conduit and conduit fitting above ground the same as adjacent standard or post.
14. Relocated, reset, or modified equipment previously finished under this section, except for previously-finished galvanized standard with traffic signal yellow enamel, must be given a spot finishing application on newly primed areas and 1 finishing application over the entire surface. If the signal face or mounting brackets are required to be painted under this section, all signal faces and mounting brackets on the same mounting must be repainted.
15. Small rusted or repaired areas of relocated or reset galvanized equipment must be cleaned and painted as specified in section 75-1.05 of Caltrans Spec's for repairing damaged galvanized surfaces.
16. Stencil equipment number neatly on the standard or adjacent structure. Obtain number from the Engineer.
17. Perform painting neatly. The Engineer reserves the right to require use of brushes if the work performed by a paint spraying machine is unsatisfactory.

10.13.14 NUMBERING ELECTRICAL EQUIPMENT

Place numbers and edge sealers on the equipment as ordered.

Wherever new numbers are to be placed on existing or relocated equipment, remove the existing numbers.

Apply reflective numbers to a clean surface. Only treat the edges of the numbers with an edge sealer.

10.13.15 REMOVING ELECTRICAL EQUIPMENT

Existing electrical equipment, pull boxes, and conduits, to be removed and not reused or salvaged, become Contractor's property and Contractor must dispose of it. Unused underground conduit may be abandoned in place after all conductors have been removed except that conduit terminations from the conduit to be abandoned must be removed from the pull boxes to remain.

Exercise care in salvaging equipment so it will not be damaged or destroyed.

Holes resulting from removing pull boxes must be filled with material equivalent to the surrounding material.

10.13.16 REINSTALLING REMOVED ELECTRICAL EQUIPMENT

If removed electrical equipment is to be reinstalled, Contractor must supply all necessary materials and equipment, including signal mounting assemblies, anchor bolts, nuts, washers, and concrete as required to complete the new installation.

Existing materials required to be reused and found to be unsatisfactory by the Engineer must be replaced with new material and the replacement cost is change order work

Measurement and Payment

The contract lump sum prices paid for the various items included in Section 14.13 of these Special Provisions including:

- a. Install Conduit Underground [**Bid Item Numbers 201, 301, 401, 801, 901, 1001, 1101, 1201, and 1301**]
- b. Install Conduit Above Ground [**Bid Item Numbers 102, 202, 402, 502, 802, 902, 1002, 1102, 1202, and 1302**]
- c. Provide and Place Electrical Equipment [**Bid Item Numbers 103, 203, 303, 403, 503, 803, 903, 1003, 1103, 1203, and 1303**]
- d. Provide and Place Bollards [**Bid Item Numbers 104, 204, 304, 404, 504, 804, 904, 1004, 1104, 1204, and 1304**]
- e. Pickup and Install Charging Stations [**Bid Item Numbers 105, 205, 305, 405, 505, 805, 905, 1005, 1105, 1205, and 1305**]

The lump sum price paid for these items includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in providing and placing the various components, as shown on the Plans, as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

10.14 SAW CUT EXISTING PAVEMENT

When asphalt or concrete pavement is to be removed adjacent to paving that is to remain, the Contractor shall saw cut at the limit. Saw cutting shall be vertical and neatly edged and all the way through pavement to the sub grade. The sawing method shall consist of cutting a groove through the pavement with a power driven concrete saw or equivalent. The Contractor shall provide a vacuum to remove water and debris during the saw cutting process.

Measurement and Payment

Full compensation for furnishing all labor, materials, equipment, and incidentals for doing all the work involved in saw cutting shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

10.15 REMOVE ASPHALT AND CONCRETE

The Contractor shall saw cut and remove existing asphalt concrete pavement, concrete sidewalk, concrete driveways, concrete curb and gutter, concrete vertical curb, and concrete roadway as required for trenching. All material removed shall become the property of the Contractor and shall be disposed of as indicated in Section 10.7 DISPOSAL OF MATERIALS of these Special Provisions.

Saw cutting of the pavement shall be required at all edges to be joined. Asphalt Concrete that has been removed shall be disposed of outside the project in a legal manner unless otherwise directed by the Engineer.

The Contractor shall protect from damage all existing improvements, drainage facilities, sanitary sewage facilities, water facilities, traffic signal facilities, landscaped areas, trees and shrubbery that are not required to be removed during construction. Any existing improvements, drainage facilities, sanitary sewage facilities, water facilities, traffic signal facilities, landscaped areas, etc., damaged as a result of the Contractor's construction activities shall be replaced by the Contractor at no cost to the Engineer.

Measurement and Payment

Full compensation for complying with this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

10.16 AGGREGATE BASES

Aggregate base shall not be used for trench restoration. Aggregate bases shall conform to Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

The first paragraph of Section 26-1.02A, "Class 2 Aggregate Base," of the Standard Specifications is amended by adding the following sentences:

Aggregate may include or consist of material processed from reclaimed asphalt concrete, portland cement concrete, lean concrete base, cement treated base or a combination of any of these materials.

The use of 50% recycled aggregate base is allowed with the following conditions:

- A. Shall conform to Section 26, "Aggregate Bases", of the Standard Specifications
- B. Use only within the roadway structural section
- C. 5% maximum asphalt concrete
- D. No glass
- E. No organic materials

The following defines the difference between recycled and reclaimed:

Recycled – developed through the recycling plant and is re-blended to conform with Section 26 requirements.

Reclaimed – taken from one site, stockpiled, and re-used on another site and does not go through the plant and is not re-blended.

The use of reclaimed aggregate base is not allowed on this project.

Do not store any material containing recycled asphalt concrete or recycled concrete within 100 feet measured horizontally of any culvert, watercourse, or bridge.

Aggregate base shall be Class 2 or Class 3, as shown on the plans, or as set forth on the Bid Sheet.

Class 3 aggregate base shall conform to all requirements for Class 2 aggregate base including moisture content as specified in Section 26-1.035, "Adding Water," of the Standard Specifications except that it may be spread in accordance with the requirements for spreading aggregate subbase as specified in Section 25-1.04, "Spreading," of the Standard Specifications.

The grading for either 1½ inch or ¾ inch maximum size aggregate may be used; however, all aggregate base used on the work shall be the same maximum sized aggregate.

Waiver of the R-value requirement will not be allowed. The Durability Index will not be required. The aggregate shall conform to the following additional quality requirement:

Test	Calif. Test Method No.	Requirement
Loss in Los Angeles Rattler (after 500 revolutions)	211	50% Maximum

Measurement and Payment

Full compensation for complying with this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

10.17 CONTROLLED DENSITY FILL

The Contractor shall furnish all materials for Controlled Density Fill (CDF) in accordance with the provisions of this Section as required for trench restoration.

Reference Specifications, Codes and Standards

ASTM C 33 Specification for Concrete Aggregates

ASTM C 39 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens

ASTM C94 Specifications for Ready-mixed Concrete

ASTM C 150 Specification for Portland Cement

ASTM C 260 Specification for Air-Entraining Admixtures for Concrete

ASTM C 494 Specification for Chemical Admixtures for Concrete

ASTM C 618 Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Filler in Portland Cement Concrete

Contractor Submittals

The Contractor shall submit a CDF mix design for review by the Engineer.

Quality Assurance

The Engineer will take samples of CDF from time to time to ensure compliance with the requirements of this Section.

Materials

- A. CDF shall be a mixture of cement (one (1) sack per cubic yard minimum; two (2) sacks per cubic yard maximum), pozzolan, fly ash, coarse and fine aggregate, admixtures, and water batched by a ready mix concrete plant and delivered to the work by means of standard transit mixing trucks. The mixture shall produce a material which may be excavated by hand. The minimum twenty-eight (28) day compressive strength shall be fifty (50) psi and the maximum twenty-eight (28) day compressive strength shall be no greater than one hundred fifty (150) psi in accordance with ASTM C 39. The CDF shall weigh between 65 and 90 pounds per cubic foot.
- B. Cement shall be Type II in accordance with the requirements of ASTM C 150.
- C. Pozzolan and/or fly ash may be added to improve the flowability and shall be Type F in accordance with the requirements of ASTM C 618.
- D. Coarse aggregate shall consist of a well-graded mixture of crushed rock, or sand with a maximum size aggregate of three-eighth (3/8) inch. One hundred percent (100%) shall pass the one-half (1/2) inch sieve. Not more than thirty percent (30%) shall be retained by the three-eighth (3/8) inch sieve and not more than twelve percent (12%) shall pass the number two hundred (200) sieve. All material shall be free from organic matter and meet the requirements of ASTM C 33.
- E. Clean potable or recycled water free from objectionable quantities of silty organic matter, alkali salts and other impurities shall be used.

Admixtures

- A. An air entraining admixture may be added to improve the workability and shall be in accordance with the requirements of ASTM C 260. The entrained air content shall be a minimum of eight percent (8%) and a maximum of twenty percent (20%) as required by the Contractor to meet the uses specified herein.
- B. A water reducing agent may be added in accordance with the requirements of ASTM C 494 to improve workability.

Mixing and Delivering

CDF shall be batched by a ready mix batching plant acceptable to the Engineer, and shall be delivered in standard transit mix trucks.

Placement

- A. CDF shall be placed as backfill for the electrical pipe.
- B. Use of CDF in the pipe zone may cause flotation or displacement of the pipe during installation of the CDF. The Contractor shall take necessary precautions to prevent flotation and ensure that the pipe is installed according to the alignment and grade shown on the plans.
- C. CDF shall be placed by means of tailgate discharge, conveyor belts, concrete pumps, or other means acceptable to the Engineer.
- D. A vibrator may be used to ensure that all voids, crevices, and pockets are filled with CDF. Care shall be taken to avoid over-consolidation of the material separating the large and fine aggregate.
- E. Where new CDF must be placed against existing CDF, the placement shall be clean of all loose and foreign material. The surface of existing CDF shall be soaked a minimum of one (1) hour before placement of fresh CDF. No standing water will be allowed before starting placement of fresh CDF.
- F. When placing CDF for trench dams, the Contractor shall ensure that no voids exist around the pipe barrel and that the CDF completely fills the trench width, including keyways, for the full depth required, as shown.
- G. When using CDF as abandonment grout, the Contractor shall contain CDF in sewer pipelines and structures to be abandoned using bulkheads.

Finishing

The finished surface of CDF shall be smooth and to the grade shown on the plans or as directed by the Engineer.

Protection

CDF shall be protected from running water, rain, freezing, or other conditions that could damage the material until cure is complete.

Trench Backfill

No equipment, traffic, or backfill shall be allowed on the CDF until the surface of the CDF is able to withstand a twenty (20) psi load without displacement or damage. If necessary, the Contractor shall provide steel trench plates that span the trench, until the CDF has reached the required strength.

Measurement and Payment

Full compensation for complying with this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

10.18 ASPHALT CONCRETE

Hot mix asphalt used for trench restoration shall conform to the provisions of in Section 39, "Hot Mix Asphalt," of the 2010 Standard Specifications and these Specifications.

Materials used include:

1. Asphalt Concrete shall be ½" Type A.
2. The asphalt concrete binder shall be PG 64-10.

The Contractor shall use the Standard HMA construction process.

The Contractor shall provide a Job Mix Formula as detailed in Section 39-1.03 "Hot Mix Asphalt Mix Design Requirements" of the Standard Specifications.

The quality control measures for the asphalt concrete shall be as outlined in Section 39-1.04 "Contractor Quality Control" of the Standard Specifications.

The Contractor shall schedule his or her paving operations such that the entire asphalt layer is placed at the completion of the workday leaving no exposed joints.

The Contractor shall not perform paving operations when the weather is rainy or foggy. It shall be the Contractor's responsibility, based on weather predictions, to schedule his paving operations to avoid paving in the rain or fog. If the day's operations are canceled because of predicted rain or fog, a non-working day will be allowed regardless of actual working conditions.

Asphalt concrete shall not be placed on any surface, which contains ponded water or excessive moisture in the opinion of the Engineer.

The Contractor shall furnish and use canvas tarpaulins to cover all loads of asphalt concrete from the time that the mixture is loaded until it is discharged from the delivery vehicle, unless otherwise directed in writing by the Engineer.

No traffic shall be allowed on the asphalt tack coat with the exception of vehicles unloading asphalt concrete.

The area to which the tack coat has been applied shall be closed to public traffic. Care shall be taken to avoid tracking the asphaltic emulsion material onto existing pavement surfaces beyond the limits of construction.

All asphalt concrete spillage and/or tracking of tack coat (asphaltic emulsion) or other materials on public streets, driveways and gutters shall be removed or cleared within 48 hours of the hot mix asphalt placement. If existing striping is marked by emulsion or other materials, it shall be repainted/restored. Alternatively, existing striping may be protected by a method approved by the Engineer.

Conform cuts between existing pavement and newly constructed pavement shall be made by cutting the existing pavement to a neat, smooth line at the limit lines and constructing a vertical-face butt joint.

Batch data and load slips shall be presented to the Engineer as asphalt is delivered to the project site. Failure to do so may result in non-payment for questionable quantities or rejection of the load.

Measurement and Payment

Full compensation for complying with this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

10.19 CONCRETE CURBS AND SIDEWALKS

The Contractor shall repair all concrete damaged due to the installation of conduits as detailed in the Plans, these Special Provisions and as directed by the Engineer.

Materials

All concrete shall be minor concrete in accordance with Section 73 of the Standard Specifications. Concrete color and finish shall match the existing condition when repairing existing areas.

Execution

1. Curbs, gutters, sidewalks and driveways shall be constructed by the conventional use of forms
2. The Contractor shall replace removed concrete with the final improvements within three (3) calendar days.

Surface Preparation

1. Where any curb, gutter, sidewalk or driveway has been removed, damaged, or displaced, the same shall be replaced to the nearest construction joint to the same dimensions and finish as the original construction that was removed, damaged or displaced. Features to be demolished shall be saw cut at the limiting construction joints and all demolished curbs, gutters, sidewalks or driveways shall be removed and disposed of by the Contractor.
2. When patching existing concrete, the Contractor shall dowel into the existing feature using #4 bars at no less than 12 inches on center.
3. In locations under the sidewalk, prepare the subgrade by ripping soil to a depth of 12 inches, moisture condition, and compact to 80% relative compaction in accordance with ASTM D1557.
4. Within the tree zone, as shown in the Plans, the Contractor shall provide a concrete surface with a 3/4 inch base. The 3/4 inch crushed rock shall be a clean and crushed granite. The gradation shall be:

Sieve Size	% Passing
1"	100%
3/4"	80%
1/2"	20%
3/8"	11%
#4	4%

5. In all other locations, place class II aggregate base compacted to 95% per ASTM D1557.
6. The subgrade shall be constructed and compacted true to line and grade, as required. All soft or unsuitable material shall be removed to a depth of not less than nine (9) inches below subgrade elevation and replaced with satisfactory material.

Forms

Forms conforming to the dimensions of the curb, gutter, sidewalk or driveway shall be carefully set to line and grade and shall be securely staked in place. The forms and subgrade shall be watered immediately in advance of placing concrete. Forms shall be thoroughly cleaned each time they are used and shall be coated with light oil or other releasing agent of a type that will not discolor the concrete. The Contractor shall request the Engineer complete an inspection of the form two days in advance of placing concrete. If the Engineer requires the Contractor to make correction, there shall be no additional cost to the Engineer.

Placement

1. Concrete shall be thoroughly spaded away from the forms to eliminate rock pockets next to the forms. The concrete may be compacted by mechanical vibrators acceptable to the Engineer. Tamping or vibrating shall continue until the mortar flushes to the surface and the coarse aggregate is below the concrete surface.
2. Expansion joints shall be located to match the expansion joints in the removed curb, gutter, sidewalk or driveway. Expansion joints shall be constructed vertical and at right angles to the centerline of the street. Joints shall be constructed at all radius points, driveways, alley entrances, and at adjoining structures.
3. Crack-control joints shall be constructed not more than fifteen (15) feet apart. Joints shall be made by the use of steel dividers, scoring or saw cutting to a depth of not less than one and one-half (1-1/2) inches and matching joints in adjacent sidewalks and/or driveways.

Finish

1. The surface shall be finished with appropriate finishing tools to match adjacent existing finish. The front-face form shall not be removed before the concrete has taken the initial set and has sufficient strength to carry its own weight. Gutter forms and rear forms shall not be removed until the concrete has hardened sufficiently to prevent damage to the edges. Any portion of the curb, gutter, sidewalk or driveway that is damaged shall be replaced by the Contractor.
2. The Contractor shall grade the adjacent areas to conform to the existing conditions. This may include placing topsoil. Topsoil shall be procured and imported from a local supplier. The Contractor shall restore private property improvements to existing or better condition.

Testing And Tolerances

1. All surfaces shall be tested by laying a ten (10) foot long straightedge along the surface. Any deviation from the lines and grades indicated in the plans of more than one-quarter (1/4) inch in the ten (10) foot length shall be cause for rejection. Similarly, any section of the work that is deficient in depth shall be removed and replaced.
2. When required by the Inspector, gutters having a slope of 0.8 foot per one hundred (100) feet, or less, or gutters having unusual or special conditions that cast doubt on the capability of the gutter to drain, shall be water tested for proper drainage. Water testing shall consist of establishing flow in the length of gutter to be tested by supplying water from a hydrant, tank truck or other source. One (1) hour after the water source is removed, the gutter shall be visually inspected for evidence of ponding or improper shape. In the event water is found ponding in the gutter or on adjacent pavement to a depth of one-half (1/2) inch or greater, or on the adjacent asphalt pavement, the defect or defects shall be corrected by the Contractor.

Curb Ramps

1. The Contractor shall construct curb ramps as shown in the Plans and in accordance with the CALTRANS Standard Plans. The unit price paid per square foot will be the same regardless of the type of ramp installed.
2. The Contractor shall place a cast in place detectable warning surface that must comply with yellow color number 33538. The Contractor shall guarantee in writing the warning surface for a period of five years from date of completion. The guarantee includes defective work, breakage, deformation, and loosening of tiles.

Asphalt Plugs

1. The Contractor shall remove asphalt and replace as necessary to complete the concrete improvements. The Contractor shall place hot mix asphalt as described elsewhere in these Special Provisions to a depth of at least 6 inches.

Measurement and Payment

Full compensation for complying with this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

10.20 PAINTED TRAFFIC STRIPES

Traffic stripes and pavement markings shall conform to Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

This work shall consist of painting traffic stripes to repair those displaced during trenching as designated by the Engineer and in conformance with these special provisions.

Where striping joins existing striping, at the project limits, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of striping pattern.

Painting shall conform to the last two (2) paragraphs of Section 59-1.03, "Application," of the Standard Specifications.

The Contractor shall furnish paint and glass spheres for traffic stripes.

Paint shall be rapid dry type conforming to the most current California State specification.

All the necessary mixing of paint shall be done at the Contractor's expense.

Mechanical means shall be used to paint traffic stripes and to apply the glass spheres. Rapid dry type paint shall be applied only with airless type equipment.

The Contractor shall layout the striping by using "cat tracks" at least 72 hours prior to final striping. The Contractor shall notify the Engineer of each agency for approval of the striping layout prior to applying permanent stripes.

Traffic stripes on new surfacing shall be applied in two (2) coats. The first coat of paint shall be dry before application of the second coat.

Measurement and Payment

Full compensation for complying with this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

10.21 CLEANING OF THE SITE

On completion of the work, the Contractor shall clean all portions of the job. He or she shall remove all debris and foreign material from the site and disposed of as provided in Section 10.7 DISPOSAL OF MATERIALS of these special provisions.

Full compensation for complying with this section shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

10.22 RECORD DRAWINGS

Prior to acceptance of the contract, the Contractor shall prepare and submit to the Engineer for approval, a complete set of "Record Drawings" for each agency that reflects all changes made during construction. Changes are to be delineated with red pen and scaled properly as the original plan. Upon approval by the Engineer, the drawings shall be signed by the Contractor and accepted by the Engineer as the official Record Drawings. The County will not accept the contract until the Engineer approves the Record Drawings.

Full compensation for furnishing all labor, materials, equipment, and incidentals for doing all the work involved and in conjunction with completing a set of "Record Drawings" shall be considered as included in the prices paid for the various items of work and no additional compensation will be allowed therefor.

APPENDIX A

SONOMA COUNTY

CONSTRUCTION CONTRACT

FOR INFORMATION ONLY

CONSTRUCTION CONTRACT

BID # ____ - ____ - ____

Contract # _____

This is an Agreement made on _____, 20 __, by and between the County of Sonoma (hereinafter referred to as the County") and _____ (hereinafter referred to as "Contractor"), in consideration of the mutual promises as set forth below, County and Contractor agree as follows:

1. SCOPE OF WORK

1.1 Contract Documents: Contractor agrees to perform all obligations described in the Contract Documents and to furnish all tools, equipment, labor, supplies, supervision and material necessary to perform and complete, in a good and workmanlike manner, construction of the _____ [DESCRIBE PROJECT] _____ project, which shall hereinafter be referred to as "the Work," within the time set forth below and in accordance with the drawings and specifications for the Work that are part of this Agreement. The following documents are hereby made part of this Agreement: [Notice Inviting Bids, Instructions to Bidders, Bid Form, Performance Bond, Payment Bond, Guarantee, General Conditions, Specifications, Drawings, Addenda, Administrative Provisions], and all modifications incorporated in these documents before their execution or on file with the County, which shall be referred to collectively as the "Contract Documents." All Contract Documents form the complete agreement and are intended to integrate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all documents and set forth in the drawings.

1.2 Examination of Work Site: By execution of this Agreement, Contractor warrants that it has carefully examined the site of the Work contemplated and the Contract Documents pertaining to the Work and has satisfied itself of all local and any special conditions affecting the Work and delivery of materials. Tests, survey results, geo-technical reports, or other data or information furnished or referred to in the Contract Documents are furnished for the Contractor's convenience. The County does not guarantee that such tests or preliminary investigations or other data and information are accurate and assume no responsibility whatsoever as to their accuracy or interpretation. Contractor shall satisfy itself as to the accuracy or interpretation of all such tests or survey results or other information or data.

1.3 Compliance With Laws: Contractor shall, at its expense, give all necessary notices and cause all Work done and materials and equipment furnished pursuant to the Contract Documents to strictly comply with all applicable local, state and federal laws, ordinances, rules, regulations, codes and orders (hereinafter referred to collectively as "Legal Requirements"). Further, Contractor covenants and warrants that it shall observe and comply strictly with all Legal Requirements in connection with the performance of the Work or otherwise. Contractor shall take and observe all necessary measures and precautions for the safety and protection of all property and persons in connection with the performance of the Work.

2. PAYMENT TERMS

2.1 Contract Sum: County agrees to pay Contractor for performance of the Contract and completion of the Work in accordance with the Contract Documents the sum of _____ DOLLARS (\$ _____), (hereinafter referred to as "Contract Sum"). Contractor will be paid ninety percent (90%) of monthly estimates of work as described in Article 9 of the General Conditions. Ten percent (10%) shall be retained until final payment as described in Section 9.3 of the General Conditions.

2.2 Substitution of Securities: It is understood and agreed that in accordance with California Public Contract Code Section 22300, as set forth in Notice Inviting Bids, Section 00020 of the bid documents, Contractor will be allowed to either substitute securities for money withheld by County to ensure performance under this Agreement, or request the County to make payment of retention earned directly into an escrow account at the expense of Contractor under the terms of an escrow agreement substantially similar to the form provided for in California Public Contract Code Section 22300(e). To the fullest extent permitted by California Public Contract Code Section 22300, County shall have the right to draw upon the securities or escrowed funds in the event of default by Contractor without any need by County to make any evidentiary showing of Contractor's default other than the written notice required by Section 22300.

3. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION; LIQUIDATED DAMAGES

3.1 Time of Commencement: The Work to be performed under this Contract shall be commenced as soon as County gives Contractor a Notice to Proceed.

3.2 Substantial Completion: Contractor shall diligently prosecute the Work and achieve Substantial Completion of the entire Work _____ (____) calendar days after issuing the Notice to Proceed, subject to written authorized adjustments of the Contract Time as provided in the Contract Documents. There shall be no excuse for delay(s) in the timely completion of the Work except for:

- (a) County requested delays authorized in writing, or
- (b) Delays for which Contractor would be entitled to an extension of time pursuant to Section 8.01(B) of the General Conditions.

3.3 Liquidated Damages: It is imperative to complete the Work within the specified time because _____.

Should Contractor fail to complete this Contract within the time fixed for Substantial Completion, due allowance being made for unavoidable delays pursuant to Section 8.01(B) of the General Conditions, Contractor shall become liable to County for liquidated damages in the amount of _____ DOLLARS (\$____) per calendar day for each and every day said Work remains incomplete beyond the time for Substantial Completion. County and Contractor agree that this agreed sum per day is reasonable. If it appears to Contractor that it will not complete the Work in the time agreed, it shall make written application to County as set forth in Article 8.01G of the General Conditions. County may then, in its sole discretion, grant or deny such extension. Any money due or to become due to Contractor may be retained to cover the liquidated damages and should such money not be sufficient to cover such damages, County shall have the right to recover the balance from Contractor or its sureties. The amount of liquidated damages provided in this Agreement is not intended to, nor does the amount include any damages incurred by County for reasons other than delay in the timely completion of the Work. County and Contractor agree that this liquidated damages clause meets the requirements of Government Code Section 53069.85 and any other applicable laws.

4. LABOR REQUIREMENTS.

4.1 Prevailing Wage: Pursuant to California Labor Code Section 1770 and following, Contractor shall pay not less than the prevailing wage rate. Pursuant to Labor Code Section 1773, the general prevailing rate of wages has been determined by the Director of the State Department of Industrial Relations ("Director"). It shall be Contractor's responsibility to contact the Department of Industrial Relations at (415) 703-4590 for General Prevailing Wage Rates on specific job classifications. Future effective wage rates which have been predetermined are on file with the California Department of Industrial Relations. Contractor is advised that if it intends to use a craft or classification not on file on the general wage determinations, Contractor may be required to pay the wage rate of the craft or classification most closely related to it as shown in the general determinations. Contractor shall post a copy of the

prevailing rates at the job site. Contractor shall forfeit to County, as a penalty, Fifty Dollars (\$50.00) for each laborer, workman, or mechanic for each day such laborer, workman or mechanic is paid less than the prevailing rates as determined by the Director for such work or craft in which such worker, is employed for any public work done under this Agreement by Contractor or by any subcontractor under Contractor. The difference between such prevailing wage rates and the amount paid each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor. Further, Contractor shall make all applicable travel and subsistence payments to each worker entitled thereto as required pursuant to Labor Code Section 1773.8.

4.2 Hours of Work: Pursuant to California Labor Code Section 1810 and following, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated no worker employed at any time by Contractor under this Agreement, upon the Work or upon any part of the Work contemplated by this Agreement, shall be required or permitted to work thereon more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week except as provided in Labor Code Section 1815. All of the provisions of that section are incorporated into this Agreement and it is further expressly stipulated that for each and every violation of such law, Contractor shall forfeit as a penalty to County, Twenty Five Dollars (\$25.00) for each workman employed in the execution of this Agreement, for each calendar day during which said worker is required to labor more than eight (8) hours in violation of such law.

4.3 Payroll Records: Contractor and each subcontractor shall keep, or cause to be kept, an accurate payroll record pursuant to Labor Code Section 1776, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by such Contractor and subcontractor(s) in connection with the Work herein. Copies of such payroll record certified in accordance with Labor Code Section 1776 shall be submitted weekly to County. Contractor shall have sole responsibility to comply in all respects with every requirement of Labor Code Section 1776 which is made a part hereof as though fully set forth.

4.4 Employment of Apprentices: Contractor shall comply with each and every requirement set forth in Labor Code Sections 1777.5, 1777.6, and 1777.7 concerning the employment of registered apprentices in connection with the Work herein. Responsibility for compliance with these requirements lies solely with Contractor.

4.5 Non-Discrimination: Contractor shall comply with all applicable federal, state and local laws, rules and regulations in regard to non-discrimination in employment because of race, color, ancestry, national origins, religion, sex, marital status, age, medical condition or handicap.

4.6 AIDS Discrimination: Contractor agrees to comply with the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

5. SUBCONTRACTS.

It is understood and agreed that Contractor may sublet a portion of the Work only to the subcontractor(s) who are named in the Contractor's proposal, and that Contractor will perform all other work unless specifically authorized by County as provided in Public Contract Code Section 4100 and following with which provisions, the parties hereto agree to comply.

6. INDEMNIFICATION.

Contractor agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release County, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Contractor, arising out of or in connection with the performance of

Contractor hereunder, whether or not there is concurrent negligence on the part of County, but excluding liability due to the sole active negligence or sole willful misconduct of County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. Contractor shall be liable to County for any loss or damage to County property arising from or in connection with Contractor's performance hereunder. County may deduct any costs and expenses incurred pursuant to this Section from payments due or which may become due Contractor.

7. INSURANCE

Contractor shall obtain insurance acceptable to County from a company or companies acceptable to County. Contractor shall not commence Work nor shall Contractor allow its employees or subcontractors or anyone to commence Work until all of the following insurance has been submitted in accordance with this section and approved by the County and a Notice to Proceed has been issued.

7.1. Workers' Compensation: Workers' Compensation Insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language: "This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, by registered mail."

7.2 Commercial General Liability. Commercial General Liability Insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than than **[Insert amount from \$1,000,000 to \$5,000,000] _____ Million Dollars (\$____,000,000) limit for each occurrence and [Insert amount from \$2,000,000 to \$10,000,000 which is double amount above] _____ Million Dollars (\$____,000,000) each for the general aggregate and the products/completed operations aggregate[specific amounts chosen should depend on the nature of the risk. If there are unusual risks concerning a particular agreement, higher insurance amounts should be used. Consult Risk Management for questions regarding the nature of the risk. An amount less than the \$1,000,000/\$2,000,000 minimum may not be inserted without obtaining a specific waiver from Risk. See Non-Standard Provisions for language that may be used].** Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

a. "The County of Sonoma, its officers and employees, are named as additional insured for all liability arising out of ongoing and products/completed operations by or on behalf of the named insured in the performance of this _____ [specify title of Agreement or otherwise reference Agreement] between the County of Sonoma and _____ [specify name of Consultant]."

b. "The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability."

c. "The insurance provided herein is primary and non-contributory coverage to the County of Sonoma with respect to any insurance or self-insurance programs maintained by the County."

d. "This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, by registered mail."

e. "This policy does not exclude explosion, collapse, underground excavation hazards, or removal of lateral support."

7.3 Automobile Liability: Automobile liability insurance covering bodily injury and property damage in an amount no less than **[Insert amount from \$1,000,000 to \$5,000,000 depending on nature of the risk (see discussion under General Liability above)]** _____ Million Dollars (\$____,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language: "This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, by registered mail."

7.4 Documentation: The following documentation shall be submitted to the County:

- a. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement.
- b. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
- c. Upon County's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of such request.

7.5 Policy Obligations: Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7.6 Material Breach: If Contractor, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

8. BONDS

Contractor shall furnish a labor and material payment bond and a performance bond, each in the full amount of the Contract Sum, to remain in effect until the date of Final Completion (as defined in the General Conditions). Such bonds shall be in the forms set forth in Section 00610 and 00620 of the bid documents, and shall be issued by a surety authorized to transact business in the State of California.

9. COUNTY'S RIGHT TO TERMINATE AGREEMENT.

9.1 Contractor's Failure to Diligently Prosecute Work: Contractor shall diligently prosecute the Work to completion and in all events within the time specified in Section 3 above. Whenever in the opinion of County, Contractor fails to achieve satisfactory progress or fails to supply a satisfactory number of skilled workers and adequate equipment and materials for the efficient execution of the Work, County may give a written notice requiring Contractor to provide sufficient personnel, equipment, and material for the expeditious progress of the Work within forty eight (48) hours after delivery of the notice. If Contractor fails to comply, County may complete the Work itself or employ other contractors to finish the Work. County shall not be held to obtain the lowest figure for completing the Work. Time is of the essence in this Agreement. If County proceeds to complete the Work itself or employs another contractor to finish the Work; Contractor shall promptly surrender possession of the job site together with all equipment and materials to the County for use by County in completing the Work. The cost of such work and necessary materials shall be charged against Contractor (including the cost for additional managerial and administrative services) and shall be deducted from the next or subsequent estimate payment for same. If

payments are not sufficient to cover the charges, the balance may be recovered from Contractor or its sureties. If County declares this Agreement terminated pursuant to this Section and the amount of any such charge is less than the amount which was already due to Contractor at the time of termination, the difference shall be paid to Contractor by County. Should the amount of said charges exceed the latter, the difference shall be immediately paid by Contractor to County.

9.2 Deviations from the Plans or Specifications: County shall be entitled to terminate this Agreement in the event that there are any deviations in the Work from the Plans or Specifications without the prior written approval of County, or the appearance of defective workmanship or materials which said deviations or defects are not corrected within five (5) days after receipt by Contractor of written notice thereof, provided that if any such deviation or defect is capable of correction but cannot be reasonably corrected within such five (5) day period; County shall not be entitled to terminate the Agreement unless Contractor fails to commence the correction within such five (5) day period and completes such correction within twenty (20) days following written notice from County of such defect or deviation or to complete such correction within lesser time period if the failure to do so would, in the reasonable determination of County, cause the completion of the Work to be later than the time set forth in Section 3.

9.3 Insolvency of Contractor: County shall be entitled to terminate this Agreement upon the occurrence of any of the following events:

a. Contractor shall voluntarily commence any case, proceeding or other action (1) under the Federal Bankruptcy Code, as amended from time to time, or under any other existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, seeking to adjudicate Contractor a bankrupt or insolvent or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to Contractor or its debts; or (2) seeking appointment of a receiver, custodian or other similar official for Contractor or for all or any substantial part of Contractor's assets, or Contractor shall make a general assignment for the benefit of its creditors; or

b. There shall be commenced against Contractor any involuntary case, proceeding or other action of a nature referred to in clause (a) of this Section 9.3 which (1) results in the entry of an order for relief of any such adjudication or appointment; or (2) remains unstayed and undismissed for a period of sixty (60) days; or

c. There shall be commenced against Contractor any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of contractor's assets, which shall not have been vacated, discharged or stayed or bonded pending appeal within thirty (30) days from the entry thereof; or

d. Contractor shall take any action in furtherance of, or indicating Contractor's consent to approval of, or acquiescence in, any of the acts set forth in clause (a), (b) or (c) of this Section 9.3; or

e. Contractor shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

f. Any termination or voluntary suspension of the transaction of business of Contractor, or any attachment, execution or other judicial seizure of all or any substantial portion of Contractor's assets which attachment, execution or seizure is not discharged within thirty (30) days.

9.4 Breach of Contract Documents: In the event Contractor should refuse or should fail to make prompt payment to subcontractors or suppliers, or disregard any Legal Requirements or the instructions of the County, or otherwise be guilty of a violation of any provision of the Contract Documents, then the County, may, without prejudice to any other right or remedy and after giving the Contractor three (3) days' written notice, terminate the employment of the Contractor and take possession of the premises

and of all materials, tools, and appliances thereon and finish the Work by whatever method it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expense of finishing the Work, including the compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the County.

9.5 Convenience of the County: The County may, at any time, upon ten (10) days' written notice to the Contractor, which notice shall specify that portion of the Work to be terminated and the date said termination is to take effect, terminate (without prejudice to any right or remedy of the County) the whole or any portion of the Work under the Contract Documents for the convenience of the County. If the County terminates this Agreement as provided in this Section 9.5, the County, in its sole discretion, may require the Contractor to complete any Work necessary to facilitate transfer of the Contractor's responsibilities to another contractor or to ensure that the Work is protected pending completion thereof. If, after the Contractor has been terminated for cause pursuant to this Article 9, it is determined that none of the circumstances set forth herein above exist, then such termination shall be construed and deemed a termination for convenience and without cause hereunder.

10. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

The Contractor represents and warrants the following to the County (in addition to any other representations and warranties contained elsewhere in the Contract Documents) as an inducement to the County to execute this Agreement:

- a. That it will perform all Work called for hereunder in a good and workmanlike manner and in accordance with all Legal Requirements and the Contract Documents;
- b. That it shall strictly comply with and satisfy all Legal Requirements applicable to the Work;
- c. That it is financially solvent, able to pay its debts as they mature and possesses sufficient working capital to complete the Work and perform its obligations hereunder;
- d. That it is a sophisticated contractor who possesses a high level of experience and expertise in the business administration, construction, construction management and superintendence of projects of the size, complexity and nature of the Project to be constructed at the site, and it will perform the Work with care, skill and diligence of such a contractor;
- e. That it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder;
- f. That it is authorized to do business in the State of California and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work; and
- g. That its execution of the Agreement and its performance thereunder is within its duly authorized powers. The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations and performance hereunder. The Contractor's liability hereunder shall survive the County's final acceptance of and payment for the Work. All representations and warranties set forth in this agreement shall survive the final completion of the work or the earlier termination of this Agreement. The Contractor acknowledges that the County is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

11. NOTICES

All notices, bills, certified payroll, and payments shall be made in writing and may be given by personal delivery or by mail or by FAX (with original to follow by mail) and shall be addressed as follows:

COUNTY:

José Obregón, Director of General Services
c/o County Architect
2300 County Center Drive, Suite A220
Santa Rosa, CA 95403

CONTRACTOR:

Tel FAX

and where so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid or in the event of personal delivery, shall be deemed given upon personal delivery to the address listed above.

12. MISCELLANEOUS.

12.1 Assignment. This Agreement shall not be assigned by Contractor without the prior written approval of County. County may freely assign this Agreement in its sole discretion.

12.2 Waiver. The waiver by County of any breach of any term or promise herein contained shall not be deemed to be a waiver of such term or promise, or any subsequent breach of the same or any other term or promise herein contained.

12.3 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

12.4 Merger. The Contract Documents are intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Contract Documents pursuant to the Code of Civil Procedure Section 1856. No modification of the Contract Documents shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12.5 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

12.6 No Third Party Beneficiaries. There are no third party beneficiaries.

12.7 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

COUNTY OF SONOMA

CONTRACTOR

BY: _____
Gene Clark, Purchasing Agent

BY: _____
Contractor

CERTIFICATES OF INSURANCE AND GUARANTY ON FILE WITH AND REVIEWED AS TO SUBSTANCE FOR COUNTY BY:

Department Head

Date

REVIEWED AS TO FORM:

County Counsel

Date

APPENDIX B

CITY OF CONCORD

TERMS AND CONDITIONS

FOR INFORMATION ONLY

City of Concord – Terms and Conditions (T&C)

(This T&C page and any referenced document can be found on the Purchasing website at http://www.cityofconcord.org/pdf/business/purchasing/po_terms.pdf or upon request.)
(This document and all referenced documents are incorporated by reference as though fully restated herein.)

1. Invoice each Purchase Order separately. Items on this Purchase Order must not be billed with those on other Purchase Orders.
2. All Shipments are F.O.B. Delivered unless otherwise specified. When freight is authorized to be prepaid and added to invoice, a copy of the receipted freight bill must accompany invoice. (FOB destination shall mean that the Vendor pays all shipping costs, and title shall transfer to the City only upon receipt and acceptance by an authorized representative of the City of Concord.)
3. Substitutions, Changes, and Prices other than specified must be authorized in writing by the Purchasing Agent.
4. Acceptance of this Purchase Order implies the acceptance of all items and conditions contained herein, and all specifications, drawings, and additional items and conditions referred to herein and/or attached hereto. Read them carefully. No substitutions or changes will be effective without written approval of City.
5. Contract. The contract may be in a form of a purchase order, a separate agreement, or both. Final contract terms and conditions may be negotiated with the selected Contractor, and will include but are not limited to all of the terms and conditions herein and any referenced attachments. Such contract, when accepted by the Contractor either in writing or shipment of all or any portion of the material or the commencement of performance of any portion of the work covered hereunder, will constitute the entire contract between Contractor and City concerning its subject matter; and neither any contrary or additional conditions specified by Contractor nor any subsequent amendment or supplement shall have any effect without City's written approval.
6. Warranty and Quality Inspection. Contractor warrants that all articles, materials and work furnished shall be good quality and free from defects, shall conform to drawings and/or specifications and shall be merchantable quality and fit for the purpose for which purchased, and shall be at all times subject to City's inspection; but neither City's inspection nor failure to inspect shall relieve Contractor of any obligation hereunder. If, in City's opinion, any article material, work fails to conform to specifications or is otherwise defective, Contractor shall promptly replace same at Contractor's expense. No acceptance or payment by City shall constitute a waiver of the foregoing, and nothing herein shall exclude or limit any warranties implied by law.
7. Title. Contractor warrants that any article, material or work is free and clear of all liens and encumbrances whatsoever, and that Contractor has a good and marketable title to same, and Contractor agrees to hold City free and harmless of any patent, copyright or trademark resulting from or arising in connection with the manufacture, sale, or other normal disposition of any article or material furnished hereunder.
8. Infringement. Contractor shall indemnify and defend City against all claims, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark resulting from or arising in connection with the manufacture, sale normal use or other normal disposition of any article or material furnished hereunder.
9. Invoice Discount. Contractor shall state its payment and discount terms on invoices. Discount period shall begin from date City received invoices or merchandise whichever arrives last. Delay caused by correction of errors and omissions shall extend the discount period and shall be just cause for withholding settlement without loss of cash discount by City.
10. Compensation. Contractor agrees to receive and accept the prices shown as full compensation for furnishing all materials and for all work contemplated and embraced in this order; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of all elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of work until its acceptance by City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance or work and for well and faithful completing the work, and the whole thereof, in the manner according to the requirements of the City's inspection.
11. Indemnification. Contractor agrees to defend, indemnify and hold harmless the City, its officers, officials, employees, agents and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and other litigation expenses) arising out of the Contractor's performance under the terms of this Agreement. This indemnification obligation on Contractor's part shall not apply to demands, actions, losses, damages, injuries, and liability arising out of sole negligence or willful misconduct on the part of City.
12. Laws to be Observed. All activities regarding this order shall be governed by the laws of the State of California. Any action to enforce this agreement shall be brought within the Superior Court of California, Contra Costa County. Contractor shall keep fully informed of and shall comply with all existing and future State and National laws and all municipal ordinances and regulations of the City of Concord which in any manner affect those engaged, or employed in the work, or the materials, used in the work, or which in any way affect the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.
13. Contractor Licensing Laws. Attention is directed to the provisions of the California Business and Professions Code concerning the licensing of Contractors. All bidders and Contractors shall be licensed in accordance with the laws of the State of California and any bidder or Contractor not so licensed is subject to the penalties imposed by such laws.
14. Permits or Licenses. Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.
15. Labor Compliance Requirements (Prevailing Wage, SB854 Etc). Contractor/Vendor must comply with all labor compliance requirements including but not limited to prevailing wage requirements, SB 854, Labor Code sections 1771.1(a) & 1725.5, Public Works Contractor Registration Program, Electronic Certified Payroll Records to Labor Commissioner, and other requirements described on the direct links provided in the document '[Labor Compliance Requirements \(Prevailing Wages, SB 854 Etc.](#)', posted on the City Purchasing's website.
16. Excuses for Non-Performance. Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the City of Concord's case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.
17. Default. If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, City of Concord shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon City of Concord shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to City of Concord for all costs incurred by City of Concord in completing or procuring the completion of performance in excess of the contract price herein specified. The City of Concord's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance of course of dealing. Time is of the essence hereof.
18. Taxes. Unless otherwise provided herein or required by law, Contractor assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on or with respect to, or measured by the articles sold or material or work furnished hereunder on the wages, salaries or other remunerations paid to persons employed in connection with the performance of this contract, and Contractor shall indemnify and hold harmless the City of Concord from any liability and expense by reason of Contractor's failure to pay such taxes or contributions.

19. Independent Contractor. Both parties understand and acknowledge that Contractor, its agents, employers and subcontractors are and shall at all times remain as to the City wholly independent contractors. Neither the City nor any of its officers or employees shall have any control over the manner by which the Contractor performs this Agreement and shall only dictate the results of the performance. Contractor shall not represent that Contractor or its agents, employees or subcontractors are agents or employees of the City, and Contractor shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent, and shall have no authority, express or implied, to bind the City to any obligation whatsoever, unless otherwise provided in this Agreement.

As an independent contractor, Contractor shall not be eligible for any benefits, which the City may provide to its employees and all persons, if any, hired by Contractor shall be employees or subcontractors of Contractor and shall not be construed as employees or agents of the City in any respect. Contractor shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. Contractor shall not receive a premium or enhanced pay for work performed on a recognized holiday. Contractor shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence. Contractor shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Contractor.

20. Safety. All equipment and materials shall comply with all Federal, State, and local safety rules and regulations including OSHA.

21. Assignment. City is entering into this agreement in consideration of the rendition of the services required herein by Contractor. Contractor shall not assign any of the duties, responsibilities, or obligations of this agreement to any other firm, company, entity, or individual, except with the express written consent of City. Nothing set in this paragraph shall preclude Contractor from assigning any of the money due and owing to it from City.

22. Insurance. Contractor shall, at its own expense, procure and maintain in full force at all times the City's Insurance Requirements during the term of the PO and/or any applicable contract/agreement. (Please refer to the '[Insurance Requirements](#)' document posted on the City's Purchasing website.)

23. Reservation of Rights. The City reserves the right to reject any or all quotes/bids, to waive any informalities, or to terminate the solicitation process at any time, if deemed by the City to be in the best interest of the City.

24. Equal Opportunity. Please refer to the '[Equal Opportunity Clause of Executive Order 11246](#)' document posted on the City's Purchasing website at <http://www.cityofconcord.org/pdf/business/purchasing/ee.pdf>.

25. Debarment/Suspension Policy. Contractors/vendors and subcontractors must not be debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35, Executive Order 12549, and Public Contract Code (PCC) Section 6109. (The City will verify bidder, its principal and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at www.sam.gov.) Contract and/or Purchase Order will be terminated upon verification that vendor is on the excluded list of vendors. Please also refer to the '[Debarment and Suspension Certification](#)' document, posted on the City's Purchasing website.

APPENDIX C

**ALAMEDA COUNTY CND ORDINANCE
ALAMEDA COUNTY SUSTAINABLE DESIGN
GUIDELINES**

CONSTRUCTION AND DEMOLITION DEBRIS MANAGEMENT ORDINANCE FOR ALL PROJECTS WITH ENGINEER'S ESTIMATE OF \$100,000 OR GREATER

DIVERSION REQUIREMENTS:

Projects with a total estimated construction cost of One Hundred Thousand Dollars (\$100,000.00) or greater, as determined by the Engineer, are required to meet the following diversion requirements:

AT LEAST SEVENTY-FIVE (75) PERCENT OF THE ASPHALT, CONCRETE, AND EARTH DEBRIS GENERATED BY THE PROJECT SHALL BE DIVERTED FROM LANDFILLS VIA REUSE OR RECYCLING.

AT LEAST FIFTY (50) PERCENT OF THE TOTAL OF ALL OTHER DEBRIS GENERATED BY THE PROJECT SHALL BE DIVERTED FROM LANDFILLS VIA REUSE OR RECYCLING.

DEBRIS CONSISTING OF HAZARDOUS WASTE, CONTAMINATED EARTH OR SOIL, OR MATERIALS WITHOUT ANY USE OR MARKET VALUE EVEN AFTER RE-MANUFACTURING SHALL BE EXEMPTED FROM THE FOREGOING DIVERSION REQUIREMENTS.

CONSTRUCTION AND DEMOLITION DEBRIS MANAGEMENT PLAN AND RECYCLING SUMMARY REPORT

- A. The Contractor shall prepare and submit, at the pre-construction meeting or no later than ten (10) days following the award of the project, whichever is earlier, a Construction and Demolition Debris Management Plan for approval by the Engineer.
- B. Said plan shall include an estimate of all waste that will be removed from the project site, whether the waste will be recycled, salvaged or landfilled, and the names and locations of the facilities that will receive each of the materials.
- C. Weight tickets, receipts, or invoices that specifically identify the project generating the material shall be submitted to the Engineer upon disposal of materials. Said documents must be from recyclers and/or disposal site operators that can legally accept and process the materials. Receipts must indicate that the materials will be recycled. If materials are taken to an inert backfill site and weight tickets, receipts, or invoices are not available, the Contractor shall provide documentation on its letterhead identifying the address to which materials were taken, name of owner/operator, type of materials, and amount of material disposed, specifically identifying the project generating the materials.
- D. Upon completion of the project, the Contractor shall prepare and submit a Construction & Demolition Debris Management Recycling Summary Report to the Engineer for verification of compliance. The Contractor shall certify that information presented in the report is supported by all weight tickets previously submitted to the Engineer.
- E. Information regarding recyclable materials and available facilities can be obtained by calling the Alameda County recycling hotline at (877) 786-7927 or from the Alameda County Waste Management Authority internet address: www.stopwaste.org

DEFINITIONS

- F. CONTAMINATED EARTH OR SOIL: For the purposes of calculating the quantity of material to be exempted from the base quantity of material to be diverted from landfills, contaminated earth or soil is defined as material restricted by State or Federal regulations such that it must be disposed of at a landfill or hazardous material storage facility.

Contractors shall make a determination of what materials are considered contaminated for approval by the County.

- G. ASPHALT: The term "asphalt" shall mean asphalt concrete as defined in Section 39, "Asphalt Concrete" of the Standard Specifications. Asphalt concrete may include pavement reinforcing fabric.
- H. CONCRETE: The term "concrete" shall mean portland cement concrete as defined in Section 40, "Portland Cement Concrete Pavement" and in Section 90, "Portland Cement Concrete" of the Standard Specifications.
- I. EARTH DEBRIS: The term "earth debris" shall mean natural clean material indigenous to the surrounding area.
- J. DIVERTED FROM LANDFILLS: For purposes of this specification, materials delivered to a landfill site may nevertheless be considered diverted from landfill if the material is accepted by the landfill operator for reuse or recycling, including for use as Alternative Daily Cover or Beneficial Use as defined by Title 27, California Code of Regulations, Division 2, Subdivision 1 or as amended. Said operator shall provide written certification to the Engineer for such uses.

NON-COMPLIANCE WITH CONSTRUCTION AND DEMOLITION DEBRIS MANAGEMENT ORDINANCE

- K. If the Public Works Agency finds that the Contractor has not met the Construction and Demolition Debris Management Ordinance requirements set forth herein, including submission of the Recycling Summary Report that demonstrates compliance, the Contractor shall forfeit one percent (1%) of the contract amount to the County. This amount will be subtracted from the contract retention at final payment.
- L. If, within a five-year period following a determination by the Public Works Agency that the Contractor has not met the Construction and Demolition Debris Management Ordinance requirements, the Agency determines that there has been another violation of Ordinance requirements by the same Contractor, or his or her or its successor, in a separate contract, that Contractor or the successor shall forfeit one percent (1%) of the contract amount from the contract retention. In addition, the Contractor or the successor shall be declared by the Board of Supervisors to be a non-responsible bidder and will be ineligible to bid on future County Contracts for a period of two (2) years following the Board's determination.

Alameda County Public Works Agency Construction & Demolition Debris Management Plan and Recycling Summary Report

Instructions:

Management Plan:

(The Notice to Proceed will not be issued unless the Management Plan section is submitted to and approved by the Engineer.)

Estimate quantities for each type of material to be diverted or landfilled in the tables provided. For each material, list the diversion method and the vendor or facility receiving the materials. A list of conversion factors is attached for your use in estimating quantities. Use additional sheets if necessary. Submit all weight tickets documenting tons recycled or landfilled to the Engineer. Keep copies of this form and the weight tickets for submission upon completion of project. Information regarding recyclable materials and available facilities can be obtained by calling the Alameda County Recycling Hotline at (877) 786-7927 or by visiting the Alameda County Waste Management Authority website at www.stopwaste.org

Recycling Summary Report:

(The project will not be accepted by the County Engineer unless the Recycling Summary Report section is submitted to and approved by the Engineer.)

The form must show diversion of all waste listed on the Construction & Demolition Debris Management Plan of the project. List **actual** quantities of waste for each material type in each column, specifying the method of diversion used. If no materials were targeted for recycling, reuse or salvage, please state why on the reverse side of this form. Weight tickets for all quantities recycled, salvaged, and landfilled are required. A list of conversion factors is attached for your use.

*CONVERSION RATES
For Common Construction Materials*

MATERIAL	POUNDS/CUBIC YARD	TONS/CUBIC YARD	TONNES/CUBIC METER
Asphalt	1350 lbs/cy	0.7 tons/cy	0.8 tonnes/m ³
Concrete	2600 lbs/cy (sources range from 1000 to 4000)	1.3 tons/cy	1.6 tonnes/m ³
Scrap Metal	906 lbs/cy	0.45 tons/cy	0.53 tonnes/m ³
Wood (chipped)	300 – 650 lbs/cy	0.15 – 0.3 tons/cy	0.18 – 0.36 tonnes/ m ³
Mixed C&D Debris	900 lbs/cy	0.45 tons/cy	0.54 tonnes/ m ³
Mixed Waste/Trash	100-350 lbs/cy	0.05 – 0.175 tons/cy	0.06 – 0.21 tonnes/ m ³

Alameda County Public Works Agency

Construction & Demolition Debris Management Plan
and Recycling Summary Report

PROJECT NAME:	SPEC. NO.:
SITE ADDRESS:	
CONTRACTOR'S NAME:	DATE SUBMITTED:
PREPARED BY:	APPROVED BY:

Table 1:

Requirement: At least seventy-five (75) percent of the asphalt, concrete, and earth Debris generated by the project shall be diverted from landfills via Reuse or Recycling.

MATERIAL GENERATED	MANAGEMENT PLAN				RECYCLING SUMMARY REPORT			VENDOR OR FACILITY TO BE USED (INCLUDE ADDRESS)
	ESTIMATED AMOUNT (TONS/TONNES)				ACTUAL AMOUNT ² (TONS/TONNES)			
	TOTAL TO BE GENERATED	TO BE DIVERTED	PROPOSED METHOD ¹	TO BE LANDFILLED	TOTAL GENERATED	ACTUAL DIVERTED	ACTUAL LANDFILLED	
Asphalt								
Concrete								
Earth Debris								
COLUMN TOTALS	(4)	(3)			(6)	(5)		NOTE: If actual facility used differs from proposed facility, please state on the back of this form

Fill in the blanks below to determine if requirement will be met:

$$\frac{\text{TOTAL TO BE DIVERTED (3)}}{\text{TOTAL DEBRIS TO BE GENERATED (4)}} \times 100 = \text{ } \%$$

Upon completion of project: fill in the blanks below to determine if requirements were met:

$$\frac{\text{TOTAL DIVERTED (5)}}{\text{TOTAL DEBRIS GENERATED (6)}} \times 100 = \text{ } \%$$

¹Diversion Methods: 1=Reuse on site; 2=Salvage; 3=Source separation of materials and separately hauling to recyclers; 4=Hauling mixed recyclables to a mixed debris recycling facility; 5=Other (please specify) **Note:** If actual method differs from proposed, state actual method used on the back of this form.

²To be completed upon completion of project.

Table 2:

Requirement: At least fifty (50) percent of the total of all other debris generated by the project shall be diverted from landfills via Reuse or Recycling. Contractor's attention is directed to Section 13.16 of Volume 2 of the Specifications for other debris to be generated by the project.

MATERIAL GENERATED	MANAGEMENT PLAN				RECYCLING SUMMARY REPORT			VENDOR OR FACILITY TO BE USED (INCLUDE ADDRESS)
	ESTIMATED AMOUNT (TONS/TONNES)				ACTUAL AMOUNT ² (TONS/TONNES)			
	TOTAL TO BE GENERATED	TO BE DIVERTED	PROPOSED METHOD ¹	TO BE LANDFILLED	TOTAL GENERATED	ACTUAL DIVERTED	ACTUAL LANDFILLED	
COLUMN TOTALS	(4)		(3)		(6)	(5)		NOTE: If actual facility used differs from proposed facility, please state on the back of this form

Fill in the blanks below to determine if requirement will be met:

$$\frac{\text{TOTAL TO BE DIVERTED (3)}}{\text{TOTAL DEBRIS TO BE GENERATED (4)}} \times 100 = \text{ } \%$$

Upon completion of project: fill in the blanks below to determine if requirements were met:

$$\frac{\text{TOTAL DIVERTED (5)}}{\text{TOTAL DEBRIS GENERATED (6)}} \times 100 = \text{ } \%$$

¹Diversion Methods: 1=Reuse on site; 2=Salvage; 3=Source separation of materials and separately hauling to recyclers; 4=Hauling mixed recyclables to a mixed debris recycling facility; 5=Other (please specify) **Note:** If actual method differs from proposed, state actual method on the back of this form.

² To be completed upon completion of project

Alameda County Public Works Agency

SUSTAINABLE DESIGN GUIDE

Project Checklist

SPEC NO:	PROJECT:
CONTRACTOR:	
DATE:	INSPECTOR:

M. <u>DID THE CONTRACTOR:</u>	YES	NO
Use recycled water for dust control and/or irrigation operations?	<input type="checkbox"/>	<input type="checkbox"/>
Use energy-efficient materials (other than those specified in the project plans and special provisions)?	<input type="checkbox"/>	<input type="checkbox"/>
Use recycled paper for submittals to the Engineer?	<input type="checkbox"/>	<input type="checkbox"/>
Use recycled motor oil where applicable?	<input type="checkbox"/>	<input type="checkbox"/>
Use recycled-content materials?	<input type="checkbox"/>	<input type="checkbox"/>
Use materials manufactured in the United States?	<input type="checkbox"/>	<input type="checkbox"/>
Use local vendors located in Alameda County?	<input type="checkbox"/>	<input type="checkbox"/>
Recycle packaging waste?	<input type="checkbox"/>	<input type="checkbox"/>
Comply with the Construction & Demolition requirements?	<input type="checkbox"/>	<input type="checkbox"/>

If you answered "No" to any of the questions above, please give a brief explanation:

What challenges, if any, did the Contractor face in applying the above strategies?

Contractor's Signature

Date

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses.	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Course of Construction /Builder's Risk or Installation Floater when applicable	\$ Value of Completed project or materials

E

Endorsements and Conditions:

1. **ADDITIONAL INSURED:** ALL INSURANCE REQUIRED ABOVE WITH THE EXCEPTION OF COMMERCIAL OR BUSINESS AUTOMOBILE LIABILITY, WORKERS' COMPENSATION AND EMPLOYERS LIABILITY, SHALL BE ENDORSED TO NAME AS ADDITIONAL INSURED: COUNTY OF ALAMEDA, ITS BOARD OF SUPERVISORS, THE INDIVIDUAL MEMBERS THEREOF, AND ALL COUNTY OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, AND REPRESENTATIVES. THE ADDITIONAL INSURED ENDORSEMENT SHALL BE AT LEAST AS BROAD AS ISO FORM NUMBER CG 20 38 04 13. BUILDER'S RISK/INSTALLATION FLOATER SHALL NAME ALAMEDA COUNTY AS LOSS PAYEE.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
5. **SUBCONTRACTORS:** CONTRACTOR SHALL INCLUDE ALL SUBCONTRACTORS AS AN INSURED (COVERED PARTY) UNDER ITS POLICIES OR SHALL VERIFY THAT THE SUBCONTRACTOR, UNDER ITS OWN POLICIES AND ENDORSEMENTS, HAS COMPLIED WITH THE INSURANCE REQUIREMENTS IN THIS AGREEMENT, INCLUDING THIS EXHIBIT. THE ADDITIONAL INSURED ENDORSEMENT SHALL BE AT LEAST AS BROAD AS ISO FORM NUMBER CG 20 38 04 13.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
 - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.
 - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
7. **CANCELLATION OF INSURANCE:** All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.

INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS

No. F-78555

END SPECIFICATIONS