

AGENDA

PARKING AND TRAFFIC COMMISSION

of the

CITY OF HANFORD

COUNCIL CHAMBERS
400 N. Douty St.
5:30 PM, Thursday, March 22, 2018

CALL TO ORDER

ROLL CALL

FLAG SALUTE

MINUTES APPROVAL

- 1. Approve Minutes from October 26, 2017 Parking & Traffic Commission Meeting**

PUBLIC COMMENT

*This is the time for citizens to comment on subject matters not on the agenda and that are within the jurisdiction of the Commission. A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

STAFF REPORTS

STAFF COMMUNICATION

- 2. Bicycle & Pedestrian Plan**
- 3. City Council Actions**

COMMISSIONERS ITEMS OF INTEREST

ADJOURNMENT

Materials related to an item on this Agenda submitted to the Parking & Traffic Commission after distribution of the agenda packet are available to public inspection in the Public Works Office located at 900 S. 10th Avenue, Hanford, California 93230, during normal business hours. Such documents are also available at the city's website, www.cityofhanfordca.com subject to staff's ability to post documents before the meeting.

If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the Public Works office, 559-585-7166, 900 S. 10th Avenue, Hanford, California 93230, at least 2 days prior to the meeting {28 CFR 35.102.35.104 ADA Title II}



**AGENDA
STAFF REPORT**

MEETING DATE: 3/22/2018	AGENDA SECTION: 1
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SUBJECT:

Approve Minutes from October 26, 2017 Parking & Traffic Commission Meeting

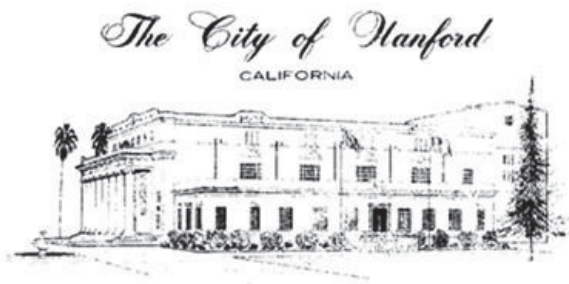
RECOMMENDATION:

That the Parking & Traffic Commission, by motion, approve the October 26, 2017 Parking & Traffic Minutes.

FISCAL IMPACT:

ATTACHMENTS:

10.26.17 MINUTES



MINUTES
PARKING AND TRAFFIC COMMISSION
of the
CITY OF HANFORD

COUNCIL CHAMBERS
400 N. Douty St.
5:30 PM, Thursday, October 26, 2017

CALL TO ORDER

ROLL CALL

Attendee Name	Title	Status	Arrived
Glenda Dwyer		Present	
James MacLellan		Present	
Alex Dwiggins		Present	
Jeffrey Porterfield		Present	
Roger Snow		Absent	

Also in attendance:
Angie Dow, Executive Director, KCAPTA / KART

FLAG SALUTE

Chairman DWIGGINS led the flag salute.

MINUTES APPROVAL

1. Approve Minutes from September 28, 2017 Parking & Traffic Meeting

Motion to accept the minutes.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jeffrey Porterfield
SECONDER:	Glenda Dwyer
AYES:	Dwyer, MacLellan, Dwiggins, Porterfield
ABSENT:	Snow

PUBLIC COMMENT

Attachment: 10.26.17 MINUTES (10.26.17 minutes)

*This is the time for citizens to comment on subject matters not on the agenda and that are within the jurisdiction of the Commission. A maximum of **three minutes** is allowed for each speaker. Please begin your comments by stating your name and providing your city of residence.*

There were none given.

STAFF REPORTS

2. Request for Red Curb

Staff presented a request by KART to paint red curbing at the bus stop on the north side of Fifth Street between Irwin Street and Redington Street. Angie Dow, Executive Director of KART spoke to Commissioners and answered questions.

Motion made to accept staffs recommendation to paint red curb on the north side of Fifth Street, starting 482' west of the intersection of Douty Street and Fifth Street, then extending 118.4' west, then adding this location to Section 10.16.130(B) of the City of Hanford Municipal Code prohibiting parking at any time in the designated area.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Glenda Dwyer
SECONDER:	Jeffrey Porterfield
AYES:	Dwyer, MacLellan, Dwiggins, Porterfield
ABSENT:	Snow

STAFF COMMUNICATION

3. City Council Actions

COMMISSIONERS ITEMS OF INTEREST

Commissioner DWIGGINS asked if the downtown parking study has been presented to City Council? Staff stated it was being prepared to present to City Council.

Commissioner DWIGGINGS asked if the City would require an encroachment permit to install a bicycle rack in the downtown area and if the City would donate the labor to install the bicycle rack. Staff stated that it would be looked into.

ADJOURNMENT

Chairman DWIGGINS motioned to adjourn at 5:58 pm.

Respectfully submitted,

Shawn Dailey, Secretary
Engineering Technician, II

Attachment: 10.26.17 MINUTES (10.26.17 minutes)



**AGENDA
STAFF REPORT**

MEETING DATE: 3/22/2018	AGENDA SECTION: 2
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SUBJECT:

Bicycle & Pedestrian Plan

Bicycle & Pedestrian Plan.

FISCAL IMPACT:

ATTACHMENTS:

Bike Ped Imp Specs
00-FULL SETa

FY 16/17 BICYCLE AND PEDESTRIAN FACILITIES IMPROVEMENTS



CITY OF HANFORD

CALIFORNIA

SPECIFICATIONS, PROPOSAL AND AGREEMENT

FOR

FY 16/17 BICYCLE AND PEDESTRIAN FACILITIES IMPROVEMENTS



Lisa Dock, P. E.
Deputy City Engineer
Registered Civil Engineer
Certificate No. C68225

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

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NOTICE TO CONTRACTORS

SEALED PROPOSALS will be received at the office of the Finance Director, 315 North Douty Street, Hanford, 93230-3951, until **2:00 p.m. on Tuesday, April 3, 2018** at which time they will be publicly opened and read for performing work in accordance with Plans and Specifications, therefore, as follows:

FY 16/17 Bicycle and Pedestrian Facilities Improvements

Bids are required for the entire work as described herein:

Install bicycle and pedestrian signs; pavement striping and markings; solar radar speed signs; Clearing and grubbing, demolition, earthwork and grading, for construction of concrete curb ramps; and pedestrian and traffic control plans.

Plans, specifications, and proposal forms to be used for bidding can only be obtained at the office of the City Engineer, 900 South 10th Avenue, Hanford, California 93230-5234. A non-refundable deposit of Sixty Dollars (\$60.00) for each set of Plans and Specifications will be required.

No bid will be received unless it is made on a bid form furnished by the City Engineer. Each bid must be accompanied by a bidder's security made payable to the City of Hanford for an amount equal to at least ten percent (10%) of the amount bid, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into this contract.

The City of Hanford 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.

Bidders are advised that as required by federal law, the state has established a statewide overall DBE goal. The City of Hanford federal aid contract is considered to be part of the statewide overall DBE goal. The City of Hanford is required to report to CalTrans on DBE participation for all federal aid contracts each year so that attainment efforts may be evaluated. To provide assistance in meeting the statewide goal, the City of Hanford has adopted a **DBE project goal of 8.6%**.

Pursuance to Section 1773 of the Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the City Engineers' Office 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 Bid book. If there is a difference between the minimum wage rates predetermined by the Secretary Of Labor and the general prevailing 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 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. Rate of wages applicable to the work being done is as per wage scale on file in the City Engineer's office. The Contractor to whom the contract is awarded shall pay not less than the specified wages to all workmen employed in the execution of the contract.

The US Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Monday through Friday between 8:00 a.m. and 5:00 p.m., EST, at 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.

All bids are to be compared on the basis of the City Engineer's estimate of the quantities of work to be done.

No bids will be accepted from a Contractor who has not been licensed in accordance with the provisions of Chapter 9, Division 3 of Business and Professions Code.

The City reserves the right to reject any or all bids.

DEPARTMENT OF FINANCE

DATED: _____

Paula Lofgren, Finance Director

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

PROPOSAL REQUIREMENTS AND CONDITIONS

1. Proposal Forms

All proposals shall be made upon the blank forms contained within this volume. Proposals submitted on forms other than the one issued to the bidder will be disregarded. Neither the proposal form nor any other portion of this volume shall be detached therefrom. All proposals must give the proposal unit prices in figures and the total bid sum both in writing and in figures and shall be signed in ink by the bidder with his address. Where required on the bid form, bidders must quote on all items, and they are hereby warned that failure to do so may disqualify the bid. When quotations on all items are not required, bidders shall insert the words "No Bids" in the space provided for any item on which no quotation is made. If the proposal is made by an individual, his name and Post Office address shall be shown; if made by a firm or partnership, the name and Post Office address of each member of the firm or partnership shall be shown; or if made by a corporation, the proposal shall show the name of the state under the laws of which the corporation was chartered and the name, titles and business addresses of the President, Secretary and Treasurer.

Bids shall be delivered to the City of Hanford Department of Finance on or before the day and hour set for the opening of bids in the advertised "Notice to Contractor." The bids shall be submitted in a sealed envelope and shall bear the title of the work and the name of the bidder.

It is the sole responsibility of the bidder to see that his bid is received by the proper time. All bids received after the scheduled closing time for receipt of the bids shall be returned to the bidder unopened.

2. Examination of Plans, Specifications, Special Provisions and Site of the Work

The bidder shall examine carefully the site of the work contemplated, and the proposal, plans, specifications and contract forms therefor. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered regarding character, quality and quantities of work to be performed and the materials to be furnished, and as to the requirements of these specifications, the Special Provisions and the Contract. It is mutually agreed that submission of a proposal shall be considered "prima facie" evidence that the bidder has made such examination.

3. Interpretation of Project Documents

Bidders, prospective subcontractors, manufacturers and suppliers may request interpretation of the project documents prior to bid opening. Requests shall be directed in writing to the office of the City Engineer, 900 South 10th Avenue, Hanford, California. Requests to clarify the source of materials, equipment, suppliers or any other such matter which does not modify, change, increase, or decrease the scope of work requires no action by the Owner other than a response to the bidder requesting the clarification. Requests to clarify possible ambiguous, conflicting or incomplete statements or designs, or any other such clarification which modifies, changes, increases or decreases the scope of work requires issuance of an addendum by the Owner for the interpretation to become effective.

4. Approximate Estimate

The quantities given in the proposal and contract forms are approximate only, being given as a basis for any comparison of bids, and the City Council does not, expressly or by implications, agree that the actual amount of work will correspond therewith but reserves the right 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.

5. Bid Prices

Bid prices shall include everything necessary for the completion of the work including but not limited to providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor and services. Bid prices shall include allowance for federal, state and local taxes.

6. Proposal Guaranty

Each proposal shall be accompanied by one of the following forms of bidder's security: cash, certified cashier's check, or a bidder's bond executed by an admitted surety insurer, made payable to the City of Hanford for an amount equal to at least ten percent (10%) of the total bid amount. No bid will be considered unless such cash, certified cashier's check or bidder's bond is enclosed therewith. Bidder's Bond shall be furnished from an admitted surety insurer listed in the Federal Register.

Pursuant to California Code of Civil Procedure Section 995.120 an "Admitted Surety Insurer" is defined as a corporate insurer or a reciprocal or inter-insurance exchange to which the Insurance Commissioner of the State of California has issued a Certificate of Authority to transact surety insurance in the State of California.

7. Withdrawal of Proposals

Any bid may be withdrawn at any point prior to the hour fixed in the Notice to Contractors for the opening of bids provided that a request in writing, executed by the bidder or his duly authorized representative for the withdrawal of such bid, is filed with the City Director of Finance. The withdrawal of a bid will not prejudice the right of the bidder to file a new bid.

Whether or not bids are opened exactly at the time fixed in the advertised Notice to Contractors, a bid will not be received after that time nor may a bid be withdrawn after the time fixed in such notice.

8. Rejection of Proposals

Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. The City of Hanford reserves the right to reject any and/or all proposals.

9. Qualification of Bidder

Bidder shall certify that he is, at the time of bidding and shall be throughout the period of the contract, licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the project manual. Bidder shall further certify that he is skilled and regularly engaged in the general class and type of work called for in the project manual. The bidder also certifies that he is knowledgeable of the unusual and peculiar hazards associated with the general class and type of work required to construct the specified project within the terms given in the project manual. Bidder shall be competent and skilled in the protective measures necessary for the safe performance of the construction work with respect to such unusual and peculiar hazards.

10. Disqualification of Bidders

More than one proposal from an individual, a firm or partnership, a corporation or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in future proposals. Proposals in which the prices obviously are unbalanced may be rejected.

11. Designation of Subcontractors

All subcontractors doing work in excess of one-half of one percent (1/2 %) of the total bid amount shall be designated on the blank form contained within this volume. Failure to list subcontractors may render a bid nonresponsive and may be grounds for rejection of bids.

12. Material Guaranty

Before any contract is awarded, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any and all materials to be used in the construction of the work together with samples, which may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.

13. Addenda

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Plans and Specifications or other proposed Contract Documents, or finds discrepancies in or omissions from the drawings or Specifications, he may submit to the City Engineer a written request for an interpretation or correction thereof. The person submitting the request shall deliver said request at least seven (7) days prior to the bid opening date. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued, and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The City Council will not be responsible for any other explanations or interpretations of the proposed documents.

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

AWARD AND EXECUTION OF CONTRACT

1. Award of Contract

Upon review of the proposals, the contract will be awarded and executed per Paragraph 2.07 and 2.08 of Subsection 2 (Proposal and Contract) of Section 1 (General Conditions) of the City Standards and these contract documents. The award of the contract, if it is awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

The City of Hanford, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 C.F.R., Part 8), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color or national origin.

The City Council, however, reserves the right to reject any or all bids and to waive any informality or irregularity in bids received. The City Council also reserves the right to reject the bid of any bidder who has previously failed to perform properly or did not complete on time contracts with the City of Hanford of a nature similar to this project. Such award, if made, will be made within sixty (60) days after the opening of the proposals. All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

2. Contract Bonds

The successful bidder shall furnish a good and sufficient bond listed in the Federal Register and executed by an "Admitted Surety Insurer," in the amount of one hundred percent (100%) of the total bid amount to guarantee the faithful performance of the contract by the Contractor, and a second bond for labor and materials shall be executed in the amount of one hundred percent (100%) of the total bid amount.

Pursuant to California Code of Civil Procedure Section 995.120, an "Admitted Surety Insurer" is defined as a corporate insurer or a reciprocal or inter-insurance exchange to which the Insurance Commissioner of the State of California has issued a Certificate of Authority to transact surety insurance in the State of California.

The successful bidder shall, in addition, furnish a surety bond in a penal sum of ten percent (10%) of the amount of the contract as security for the correction of deficiencies during the specified guaranty period as specified in Paragraph 6.26 of Subsection 6 (Legal Relations and Responsibilities to the Public) of Section 1 (General Conditions) of the Standard Specifications, Titled "Defective Material and Workmanship Guarantee." Said Bond shall be furnished by the completion of the contract prior to acceptance by the City.

All alterations, extensions of time, extra and additional work and other changes authorized by these specifications may be made without securing the consent of the surety or sureties on the contract bonds.

Whenever any surety or sureties on any such bonds required by a law for the protection of the claims of the laborers and material men become insufficient, or the City has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety, not exceeding that originally required as is considered necessary. Thereafter, no payment shall be made upon such contract to the Contractor until such further bond or bonds or additional surety has been furnished.

3. Execution of Contract

The contract shall be signed by the successful bidder and returned together with the contract bonds and satisfactory evidence of insurance as provided in this section within twenty (20) calendar days after the bidder has received notice that the Contract has been awarded. No proposal shall be considered binding upon the City until the execution of the contract.

4. Failure to Execute Contract

Failure to execute a contract, file acceptable bonds, and provide insurance as provided herein within twenty (20) calendar days after the bidder has received notice that the contract has been awarded shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

If the successful bidder refuses or fails to execute the contract, the City Council may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the Council may award the contract to the third lowest responsible bidder. On the failure or refusal of the second or third lowest responsible bidder to whom any such contract is so awarded to execute the same, such bidder's guaranties shall be likewise forfeited to the City. The work may then be re-advertised or may be constructed by the day labor, as the City Council may decide.

5. Return of Proposal Guaranties

Within ten (10) calendar days after the award of the contract, the City Council will return the proposal guaranties accompanying such of the proposals as are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompany.

6. Insurance

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. Contractor will maintain the following coverage, and coverage shall be at least as broad as:

7. Minimum Scope of Insurance

- (A) **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with limits of no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be FOUR MILLION AND NO/100 DOLLARS (\$4,000,000), twice the required occurrence limit.
- (B) **Automobile Liability:** ISO Form Number CA 0001 covering any auto (Code 1), with a limit no less than FOUR MILLION AND NO/100 DOLLARS (\$4,000,000) combined single limit for each occurrence for bodily injury and property damage for all activities arising out of or in connection with the Services to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles.
- (C) **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease. In addition, Contractor shall require each subcontractor to similarly maintain worker's compensation insurance or employer's liability insurance in accordance with the laws of the State of California for all of subcontractor's employees. Any notice of cancellation, non-payment of premium, non-renewal or modification of any Workers' compensation policies must be received by the City at least ten (10) days prior to such cancellation, non-renewal or modification.

8. Minimum Limits of Insurance:

If Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor.

Contractor's insurance policies shall be "occurrence" policies and not "claims-made" coverage. If Contractor maintains additional coverage or higher limits than those required herein, then City shall be entitled to additional coverage or higher limits maintained by Contractor.

Contractor may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, Contractor shall be deemed to have satisfied the insurance requirements of this contract as long as: (i) the coverage limits of the Umbrella policy and of the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this subsection a.; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

9. Deductibles & Self Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Alternatively, the City may require Contractor to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the retention.

10. Other Insurance Provisions Endorsements:

The policies are to contain, or be endorsed to contain, the following provisions:

- (A) "The City and its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations; products used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available,
C-7

through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

- (B) For any claims related to this contract, Contractor's insurance coverage shall be primary insurance as respects the City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall be non-contributory.
- (C) Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- (D) These policies of insurance shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with the policies of insurance obtained by Consultant.
- (E) These policies of insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
- (F) The insurer shall agree to waive all rights of subrogation against City, its officials, officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.
- (G) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.
- (H) The insurance provided by these policies shall not be suspended, voided, canceled, modified or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

11. Acceptability of Insurer's:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are licensed to conduct business in California.

12. Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are

to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of Contractor may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Contractor agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The City reserves the right to modify the insurance requirements contained in this contract, including, without limitation, coverage limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

13. Subcontractors

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

14. City Indemnification

To the fullest extent allowable by law, Contractor agrees to indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys' fees and other expenses which City or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or are in any way related to Contractor's or its owners, directors, officers, managers, employees, agents and subcontractor's willful or negligent acts or omissions in the performance of the services and Contractor's responsibilities and obligations to be performed under this agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this agreement; excluding, however, such liability, claims, losses, damages or expenses arising from City's sole negligence or willful acts. This duty to indemnify, defend, and hold harmless shall survive the termination of this agreement.

(DO NOT DETACH)

BID PROPOSAL

City of Hanford
315 North Douty Street
Hanford, CA 93239-3951

Date: _____

The undersigned, as bidder, declares that we have received and examined the project entitled FY 16/17 Bicycle and Pedestrian Facilities Improvements and will contract with the owner, on the form of agreement provided herewith, to do everything required for the fulfillment of the contract to perform and provide all labor, materials, tools, and equipment and incidentals involved in:

FY 16/17 Bicycle and Pedestrian Facilities Improvements

at the prices and on the terms and conditions herein contained.

We agree that the contract documents include all parts of this project document as well as all referenced federal, state and local agency requirements.

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

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

If our bid is accepted, we agree to sign the agreement without qualifications and to furnish the performance and payment bonds and the required evidences of insurance within 20 calendar days after receiving written notice of the award of the contract.

It is further understood and agreed that:

- (a) In case of a discrepancy between words and figures, the words shall prevail, and in case of a discrepancy between unit prices and totals, the unit price shall prevail.
- (b) The City reserves the right to eliminate any section of this proposal from the contract without claim of the contractor for profits lost.
- (c) No verbal agreement or conversation with any officer, agent or employee of the City, either before or after execution of the Agreement, shall affect or modify any of the terms or obligations of this proposal.

- (d) The City will not be responsible for any errors or omissions on the part of the undersigned in making up his bid nor will the bidder be released on account of errors.
- (e) The undersigned bidder is properly licensed in accordance with the State of California Act providing for the registration of Contractors.
- (f) If the proposal shall be accepted and undersigned shall fail to contract as aforesaid and to give the bonds in the sums to be determined aforesaid with surety satisfactory to the City Council within TWENTY (20) CALENDAR DAYS after the bidder has received notice from the City Council that the contract is ready for signature, the City Council may, at its option, determine that the bidder has abandoned the contract, and thereafter, this proposal and the acceptance thereof shall be null and void, and the forfeiture provisions relating to such security accompanying this proposal shall operate and the said security shall be the property of the City of Hanford.

We further agree, if our bid is accepted and a contract for performance of the work is entered into with the Owner, to so plan work and to prosecute it with such diligence that the work shall be completed within the time stipulated.

Name of Bidder

Contractor's License No.

Signature of Bidder

Title of Signator

Witness

Address of Bidder

Title of Witness

State of Incorporation

BID SCHEDULE

PROJECT TITLE: FY 16/17 Bicycle and Pedestrian Facilities Improvements
 PROJECT NO: 055-2672-817628

BASE BID PROPOSAL

ITEM NO.	EST. QTY.	UNIT OF MEAS.	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1.	1	LS	Site Preparation, Mobilization, and Demobilization		
2.	1	LS	Pedestrian and Traffic Control Plans		
3.	1	LS	Install New Signs and Posts		
4.	1	EA	Construct New City Standard Ramped Curb Return (CO-20)		
5.	1	EA	Construct New Caltrans Type A88A Ramped Curb Return		
6.	4	EA	Furnish and Install Solar Powered Flashing LED System with Speed Limit Driver Feedback Sign		
7.	1	LS	Traffic Striping, Signing and Pavement Markings		

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

BASE BID SUM WRITTEN IN WORDS: _____

BASE BID SUM IN FIGURES Dollars \$ _____

Continued on page C – 12A

BID SCHEDULE

PROJECT TITLE: FY 16/17 Bicycle and Pedestrian Facilities Improvements

PROJECT NO: 055-2672-817628

ALTERNATE BID PROPOSAL

ITEM NO.	EST. QTY.	UNIT OF MEAS.	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1.	1	LS	Site Preparation, Mobilization, and Demobilization		
2.	50	EA	Reconstruct Existing Handicap Ramp to ADA Compliance		
3.	7	EA	Construct New City Standard Ramped Curb Return (CO-20)		
4.	3	EA	Construct New Caltrans Type A88A Ramped Curb Return		

TOTAL ALTERNATE BID SUM WRITTEN IN WORDS: _____

TOTAL ALTERNATE BID SUM IN FIGURES Dollars \$ _____

The Bidder acknowledges that the Base Bid Proposal Amount identified above will be added to the aggregate of the price proposal(s) for the Alternate Bid Items applicable, for determination of the Lowest Bidder of the combined items as stated in the Total Project Bid Proposal. The Bidder further acknowledges that notwithstanding the basis for determination of the lowest priced Bid Proposal, as set forth above, the scope of the Contract awarded by the City will be limited to the Base Scope of the Base Bid Proposal and such Alternate Bid Items for which the City has determined, in the City's discretion, there is sufficient funding.

(The project shall be awarded, at the City's discretion, to the lowest bidder of the Total Combined Base Bid and Alternate Bid Items No. 1). In the event that written and numeric amounts do not match, written amount shall govern.

TOTAL COMBINED BASE BID AND ALTERNATE BID ITEM NO. 1

TOTAL COMBINED BID SUM WRITTEN IN WORDS: _____

TOTAL COMBINED BID SUM IN FIGURES Dollars \$ _____

BID GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal is herewith submitting its offer for the fulfillment of Obligee's contract for:

FY 16/17 Bicycle and Pedestrian Facilities Improvements

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

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

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

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

SIGNED AND SEALED this ____ day of _____ 20 ____.

(SEAL)

Principal

Signature for Principal

(SEAL)

Surety

Signature for Surety

Title of Signator

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

The undersigned bidder certifies that he is, at the time of award, and shall be, throughout the period of the contract, licensed by the State of California to do the type of work required under terms of the contract documents, under California Contractors License Number _____, and which has an expiration date of _____. Bidder further certifies that he is skilled and regularly engaged in the general class and type of work called for in the contract documents.

In accordance with the requirements of Section 9 on Page C-4, the bidder represents that he is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Bidder expressly acknowledges that he is aware of and has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work.

The bidder and its employee or agent signing this Certification declares under penalty of perjury that the foregoing statements and representations are true and correct and will remain true and correct throughout the period of the contract.

The Bidder's List on Page C-15A should be completed and incorporated with documents submitted at time of bid. After award of contract, all subcontractors' information on Bidder's List shall be submitted to Project Engineer.

Signed this ____ day of _____ 20 ____.

Name of Bidder

Contractor's License No. & State

Signature of Bidder

Title of Signator

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

BIDDER'S LIST

All bidders/proposers are requested to provide the following information for all DBE and non-DBE contractors who provided a proposal, bid, quote or were contacted by the proposed prime. This information is also required from the prime contractor, and we request that it be submitted with their bid/proposal. The City of Hanford will use this information to maintain and update a "Bidder's List" to assist in the overall annual DBE goal setting process.

Firm Name: _____

Address: _____

Contact Person: _____

Phone: _____

Fax: _____

E-mail Address: _____

Number of years in business: _____

Is the firm currently certified as a DBE by Caltrans? ☐ Yes ☐ No

Percent of Journeymen working on project? _____

Type of work/services/materials provided by firm?

What was your firm's Gross Annual receipts for last year?

- ☐ Less than \$1 million
- ☐ Less than \$5 million
- ☐ Less than \$10 million
- ☐ Less than \$15 million
- ☐ More than \$15 million

Thank you for your cooperation in completing this survey.

THIS FORM CAN BE DUPLICATED, IF NECESSARY, TO REPORT ALL BIDDER'S (DBEs AND NON-DBEs) INFORMATION.

DESIGNATION OF SUBCONTRACTORS

The undersigned certifies that he has used the sub-bids of the following listed subcontractors in making up his bid, and that the duly licensed subcontractors listed will be used for the work for which they bid, subject to the approval of the Engineer, and in accordance with the applicable provisions of these specifications and plans. If no subcontractors will be on the job, write "None" across form. All subcontractors used for the work must be listed per Section 4104(a) of the Public Contract Code.

ITEM #	SUBCONTRACTOR	ADDRESS/TELEPHONE NO.	STATE LICENSE NO.

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

Date _____

Bidder's Name _____

Address _____

Authorized Signature _____

 Type of Organization
 (Individual, Partnership or Corporation) _____

Telephone Number _____

(DO NOT DETACH)

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ in the year 20____, by and between the City of Hanford, a municipal corporation organized and existing in the County of Kings under and by virtue of the laws of the State of California hereinafter designated as the City, and

hereinafter designated as the Contractor.

WITNESSETH: That the parties hereto have mutually covenanted and agreed and by these presents do covenant and agree with each other as follows:

Article I

The Contract Documents consist of the Notice to Contractors, Proposal, this Agreement, Labor and Material Bond, Performance Bond, the accepted Bid, Non-Collusion Affidavit, General Provisions, Special Provisions, Plans and all Addenda as prepared prior to date of bid opening, setting forth any modifications or interpretations of any of said documents. All of the provisions of said Contract Documents are hereby incorporated in and made a part of this Agreement as truly as if fully set forth herein.

Article II

For and in consideration of the payments and agreements to be made and performed by the City of Hanford as set forth in said Documents, the Contractor agrees with the City to:

FY 16/17 Bicycle and Pedestrian Facilities Improvements

For which award of contract was made to furnish at his own proper cost and expense all tools, equipment, services, labor and materials necessary, therefore, and to do everything required by said Contract Documents.

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

Article III

For furnishing all said services and materials; obtaining all permits and licenses of a temporary nature; furnishing and removing all plant, temporary work structures, tools and equipment and doing all the work contemplated and embraced in this Agreement; also for all loss and damage arising out of the nature of the aforesaid work during its progress or prior to acceptance, from the action of the elements, from any unforeseen difficulties which may arise to be encountered in the prosecution of the work and for all other risks of any description connected with the work; also for all expense incurred by or in consequence of the suspension or discontinuance of work, except such as in the said Contract Documents are expressly stipulated to be borne by the City; and for well and faithfully completing the work and the whole thereof within the stipulated time and in the manner shown and described in said Documents and in accordance with the requirements of the Engineer under them, the City will pay and the Contractor will receive in full compensation therefor the price set forth by him in the accepted bid. The total compensation to be paid will be computed on the basis of the quantity of work actually performed in accordance with the Contract Documents and paid for at the stipulated contract unit or lump sum prices, as the case may be.

Article IV

The City hereby promises and agrees with the said Contractor to employ and does hereby employ the said Contractor to provide the material and to do the work according to the terms and conditions herein contained and referred to for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Contract Documents, 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 V

No work, services, material or equipment shall be performed or furnished under this Agreement unless and until a Notice To Proceed has been given to the Contractor by the City, which notice shall be given within FIVE (5) CALENDAR DAYS from the date of signing the contract, and the Contractor shall commence work within TEN (10) CALENDAR DAYS after said notice is given.

Article VI

The Contractor and any subcontractor under him shall pay not less than the prevailing rate of wages to all workmen employed in the execution of this contract. Copies of the prevailing rate of wages are on file at the City Public Works Office and are available upon request.

Article VII

Contractor shall indemnify, defend and hold harmless the City and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorney's fees and other expenses which City or its officials, officers, employees, agents or volunteers arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole or active negligence or willful misconduct of the entity. This indemnification shall survive the termination of this Agreement.

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

IN WITNESS WHEREOF: The parties hereto have caused this contract to be executed the day and year first above written.

CONTRACTOR

CITY OF HANFORD, CALIFORNIA

BY _____
Mayor

Signature

ATTEST:

Title

City Clerk

License No. _____

APPROVED AS TO CONTENT:

ATTEST:

BY

City Engineer

Title

APPROVED AS TO FORM:

City Attorney

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

(DO NOT DETACH)

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City of Hanford, County of Kings, State of California, by motion passed
_____, 20____, has awarded to: _____

hereinafter designed as the "Principal," a contract for

FY 16/17 Bicycle and Pedestrian Facilities Improvements

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

NOW THEREFORE, we, _____

_____, as Principal,

and _____

as Surety, and firmly bound unto the City of Hanford, California, hereinafter called the "Owner," in the penal sum of _____ Dollars (\$_____) lawful money of the United State of America, for which sum well and duly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the hereby bounden Principal, his or its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said contract and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

FURTHER, THAT SAID SURETY FOR VALUE RECEIVED, HEREBY STIPULATES AND AGREES that no change, extension of time, alteration or modification of the Contract Document or of the work to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any change, extension of time, alteration or modification of the Contract Documents or of work to be performed thereunder.

IN WITNESS WHEREOF, four (4) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety herein named, on the ____ day of _____, 20____, the name and corporate seal of each corporate party affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal

BY _____

Title

Surety

By _____

Address of Surety

Phone Number of Surety

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

(DO NOT DETACH)

BOND NO. _____

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City of Hanford, County of Kings, State of California, by motion passed

_____, 20____, has awarded to:

hereinafter designated as the "Principal," a contract for:

FY 16/17 Bicycle and Pedestrian Facilities Improvements

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

NOW THEREFORE, we, _____

as Principal, and _____

as Surety, are held and firmly bound unto the City of Hanford, California hereinafter called the "Owner," to the penal sum of _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns shall fail to pay any of the persons named in Section 3181 of the Civil Code, or amounts due under Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by Sections 3247 et seq. of the Civil Code of California, then said Surety will pay the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees, as shall be fixed by the court, awarded and taxed as in the above-mentioned statutes provided.

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

IN WITNESS WHEREOF, four (4) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety herein named on the _____ day of _____, 20____, the name and corporate seal of each corporate part being hereto affixed and these present duly signed by its undersigned representative pursuant to authority of its governing body.

Principal

By _____

Title

Surety

By _____

Address of Surety

Phone Number of Surety

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

(DO NOT DETACH)

BOND NO. _____

GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City of Hanford, County of Kings, State of California, by motion passed

_____, 20____, has awarded to: _____

hereinafter designated as the "Principal," a contract for:

FY 16/17 Bicycle and Pedestrian Facilities Improvements

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for correction of deficiencies during the specified guaranty period.

NOW THEREFORE, we, _____

_____, as Principal,

and _____

as Surety, are held and firmly bound unto the City of Hanford, California, hereinafter called the

"Owner", in the penal sum of _____

Dollars (\$_____) lawful money of the United States of America, for administrators, and

Successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the hereby bounden Principal, his or its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said guaranty of the contract, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

(DO NOT DETACH)

IN WITNESS WHEREOF, four (4) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety herein named, on the ____ day of _____, 20____, the name and corporate seal of each corporate party affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

Principal

By _____

Surety

By _____

Address of Surety

Phone Number of Surety

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

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

To the CITY of HANFORD Department of Public Works

In accordance with Title 23 United States Code Section 112 and Public Contract Code Section 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 any 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.

FY 16/17 Bicycle and Pedestrian Facilities Improvements

 (Fill in description of contract)

 Name of Bidder (Type or Print)

 Signature of Bidder

 Business Address

 Place of Residence

Subscribed and sworn to before me this _____ day of _____, 20____

 Notary Public in and for the County of _____, State of California

My Commission Expires _____, 20____

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

REQUIRED FEDERAL-AID CONTRACT LANGUAGE

A. DISADVANTAGED BUSINESS ENTERPRISE (DBE)—This project is subject to Title 49 CFR 26.13(b):

Under 49 CFR 26.13(b):

The contractor, subrecipient 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).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

B. DBE COMMITMENT SUBMITTAL

Submit the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 5th calendar day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 5 calendar days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

C. GOOD FAITH EFFORTS SUBMITTAL

If you have not met the DBE goal, complete and submit the DBE Information – Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 5th calendar day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment

that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.

8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

D. CONSTRUCTION CONTRACT DBE COMMITMENT

Complete and sign Exhibit 15-G *Construction Contract DBE Commitment* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

E. SUBCONTRACTOR AND DBE RECORDS

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

- A. Notify the Engineer of any changes to its anticipated DBE participation
- B. Provide this notification before starting the affected work
- C. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

F. 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), included in Appendix "A," indicating the DBEs' existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

G. PERFORMANCE OF DBE

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from you to the DBE regarding the request.
3. Notices from the DBEs to you regarding the request.

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G *Construction Contract DBE Commitment* form unless it is performed or supplied by the listed DBE or an authorized substitute.

H. BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the *Notice to Contractors*.

I. BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

J. CONTRACT AWARD

If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

K. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

L. CHANGED CONDITIONS

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault

3. of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
4. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
5. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

M. BEGINNING OF WORK

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of SIXTY (60) WORKING DAYS beginning on the date shown on the Notice to Proceed.

The Contractor shall pay to the City of Hanford the sum of \$500 per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

N. BUY AMERICA REQUIREMENTS

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

O. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

P. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days

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

Q. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is determined from the following website:

<http://www.dir.ca.gov/das/DASApprenticesOnPublicWorksSummaryOfRequirements.htm>

If the work for the specified work category exceeds \$400,000, the City will comply with the Federal contract provisions for Federal Trainee Program stated in Form 12-G of the Local Assistance Procedures Manual.

R. TITLE VI ASSURANCES

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

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

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

S. USE OF UNITED STATES – FLAG VESSELS:

The contractor agrees –

(1) To utilize privately owned United State-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

T. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
179	Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6

For the last full week July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

U. TITLE VI ASSURANCES

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

- (8) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (9) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of

- (10) materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly
- (11) in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (12) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (13) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- (14) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (c) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (d) cancellation, termination or suspension of the Agreement, in whole or in part.
- (15) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

V. USE OF UNITED STATES-FLAG VESSELS

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

I. GENERAL PROVISION FOR FEDERAL AID PROJECTS

1. These contract provisions shall apply to all work performed on the contract by the Contractor's own organization and with the assistance of workers under the Contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the Contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions and, further, require their inclusion in any lower tier subcontract or purchase order that may, in turn, be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

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

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. Selection of Labor: During the performance of this contract, the Contractor shall not:
 - a. Discriminate against labor from any other state, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

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

Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the Contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The Contractor will work with the State Highway Agency (SHA) and the federal government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The Contractor will accept as his operating policy the following statement:

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

2. **EEO Officer:** The Contractor will designate and make known to the SHA contracting officers an EEO officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of and will implement the Contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken, as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the Contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO officer in the Contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the Contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The Contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the Contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.
 - b. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The Contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - a. The Contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of his avenues of appeal.

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6. **Training and Promotion:**

- a. The Contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees and applicants for employment.
 - b. Consistent with the Contractor's work force requirements and as permissible under federal and state regulations, the Contractor shall make full use of training programs, i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
 - c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. Unions: If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a Contractor's association acting as agent will include the procedures set forth below:
- a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The Contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that, to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The Contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- a. The Contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged Business Enterprises (DBE), as defined in 49 CFR 26, shall have equal opportunity to compete for and perform subcontracts which the Contractor enters into pursuant to this contract. The Contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c. The Contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. **Records and Reports:** The Contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the Contractor shall document the following:
 - (1) The number of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 - b. The Contractor will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the Contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

1. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, federal aid construction Contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
2. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
3. The Contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more, and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - (2) the additional classification is utilized in the area by the construction industry;
 - (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the Contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the Contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer to the Wage and Hour Administrator for determination. Said administrator or an authorized representative will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the Contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

a. Apprentices:

- (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program who is not individually registered in the program but who has been certified by the Bureau of Apprenticeship and Training or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed.
- (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees:

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
- (4) In the event the Employment and Training Administration withdraws approval of a training program, the Contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

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

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

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

6. Withholding:

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

7. Overtime Requirements:

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

8. Violation:

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

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be

determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

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

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

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

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the Contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does or does not normally reside in the labor area as defined in Attachment A, paragraph 1.

Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the Contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees and ratios and wage rates prescribed in the applicable programs.

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

- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 - (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
 - (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The Contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

- 1. The Contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the state. Specialty items may be performed by subcontract, and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the Contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime Contractor and equipment owned or rented by the prime Contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the Contractor under the contract provisions.
3. The Contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract, the Contractor shall comply with all applicable federal, state, and local laws governing safety, health, and sanitation (23 CFR 635). The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract and shall be made a condition of each subcontract, which the Contractor enters into pursuant to this contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to ensure 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 law. To prevent any misunderstanding regarding

the seriousness of these and similar acts, the following notice shall be posted on each federal aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL AID HIGHWAY PROJECTS

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

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

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

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

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

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

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed there under.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

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

1. Instructions for Certification - Primary Covered Transactions:

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or

Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause or default.

* * * * *

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. Instructions for Certification - Lower Tier Covered Transactions (Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29):
 - a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the 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," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

1. The prospective lower tier participant certifies by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING (Applicable to all federal aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

XII. PERFORMANCE OF PREVIOUS CONTRACT

1. In addition to the provisions in Section II, Nondiscrimination, and Section VII, Subletting or Assigning the Contract, of the required contract provisions, the Contractor shall comply with the following:
 - a. The bidder shall execute the Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the Filing of Required Reports located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the certification referred to above executed by the proposed subcontractor.

XIII. FEDERAL LOBBYING RESTRICTIONS

1. Section 1352, Title 31, United States Code prohibits federal funds from being expended by the recipient or any lower tier subrecipient of a federal aid contract to pay for any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal aid contract, the making of any federal grant or loan or the entering into of any cooperative agreement.
2. 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.
3. A certification for federal aid contracts regarding payment of funds to lobby Congress or a federal agency is included in the proposal. Standard Form – LLL, “Disclosure of Lobbying Activities” with instructions for completion of the Standard Form is also included in the proposal. Signing the Proposal shall constitute signature of the Certification.
4. 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.
5. 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 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:
 - a. 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
 - b. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
 - c. A change in the officer(s), employee(s) or Member(s) contacted to influence or attempt to influence a covered federal action.

SPECIAL PROVISIONS

FOR

FY 16/17 BICYCLE AND PEDESTRIAN FACILITIES IMPROVEMENTS

VARIOUS LOCATIONS IN THE CITY OF HANFORD

SECTION 1 – DEFINITIONS AND CONFLICTS

DEFINITIONS

Inspector: The City of Hanford Public Works Director or his agent employed as the inspector on the Work.

Final Payment: The Final Payment shall be the last Progress Payment made to Contractor and shall be considered to be the payment of any or all of the 5% retention.

References to “Supplemental Conditions” in the General Conditions shall be defined as these special provisions.

CONFLICTS

In case of conflict between the Standard Specifications and these City Specifications, the City Specifications shall take precedence over and be used in lieu of such conflicting portions. In case of conflict between these Special Provisions and any specifications, the Special Provisions shall govern. In case of conflict between the plans and the Standard Drawings and/or any other Specifications, except the Special Provisions, the plans shall govern.

PROJECT ORGANIZATION

City of Hanford – The City of Hanford is funding the work and shall have final approval of all payments, including change orders.

City of Hanford – The City of Hanford will inspect all work, direct field testing, review submittals, review change order requests and have final authority for acceptance of all work within the project limits.

Kings County – Kings County will provide secondary inspection of the work within the county limits.

City Engineer – The Engineer, Architect or persons appointed by the City Council, or properly authorized employees of the City, acting within the scope of the particular duties delegated to them.

SECTION 2 - GENERAL REQUIREMENTS

GENERAL

The requirements of this section govern the execution of all sections of the specifications.

The City of Hanford Standard Specifications and Construction Standards are to be utilized. City Standards and Specifications may be purchased at a cost of \$10.00 each (total \$20.00) from the office of the City Engineer. They may also be downloaded from www.ci.hanford.ca.us/publicworks. Much information about bidding and performing this work is contained there and not repeated in these documents. Should the plans, specifications, special provisions or standard details appear in conflict or not specifically applicable to the item in question, the Contractor shall refer to the City Engineer whose determination will be final.

REFERENCES TO STATE SPECIFICATIONS

Where the words "Standard Specifications" are used, they refer to State of California Business and Transportation Agency, Department of Transportation (CalTrans) Standard Specifications, 2015 edition

For the purpose of applying the state specifications, all references to the state shall mean City of Hanford. Even though not specifically called for, all sections of the state specifications shall apply except:

1. When they are superseded by this contract or by the plans and specifications.
2. When the nature of a section cannot apply to the work called for.

SCOPE OF WORK

The work specified in these documents includes but is not limited to the following:

1. Installation of traffic signs.
2. Relocation of surface features
3. Pavement Removal and removal of curb and gutter and sidewalk for new ramps.
4. Clearing and grubbing.
5. Traffic Control for Pedestrians and for Traffic
6. Construction of new and modifications to existing concrete curb returns
7. Traffic striping, signage, and pavement markers.
8. Construction of new solar powered speed signs and appurtenances.

PUBLIC CONVENIENCE AND SAFETY

Attention is directed to Section 7-1.08 and 7-1.09 of the Caltrans Standard Specifications. Attention is also directed to Section I-6.14, "Public Convenience" of the City Specifications. Closure of adjacent

streets to passage of public traffic will not be permitted during this project. A minimum of at least one lane in each direction must remain open to traffic during the entire project in both directions throughout the entire project.

The Contractor shall cause the least inconvenience to both vehicular and pedestrian access to any residences, businesses, or government sites adjacent to the project.

The Contractor shall be responsible for the control of traffic - vehicular and pedestrian - during all phases of the work and shall furnish all barricades, traffic cones, lights, warning and directional signs, flagmen and any other control measures needed for safety of the public and the workmen while permitting public passage. The Contractor shall provide safe vehicular and pedestrian access ways for the public during the time of the project. All costs incurred for labor, material or equipment for public safety and public convenience shall be considered as being included in the bid amount, and no additional payment will be made therefore.

The Contractor shall submit traffic control plans conforming to Section I, Subsection 6.15, "Public Safety" of the City Specifications, Caltrans Traffic Manual, latest edition and "Work Area Traffic Control Handbook," for City approval prior to construction. The plans shall include a sketch to scale clearly showing the location and number of barricades, signs, striping, temporary lights, and flagmen and other traffic control devices to be provided during construction. The plans shall include signing identifying alternate routes of travel.

CONSTRUCTION WATER

Water for construction purposes must be purchased from the City of Hanford and obtained from a select fire hydrant. Prior to start of construction, the Contractor must make application including payment of a \$100 deposit with the Hanford Water Utility Department, 315 N. Douty Street, Hanford. A portable meter will be set by the City at a hydrant location convenient to the project, and charges will be as per current rates established by City ordinances.

NOTIFICATION OF UTILITIES, BUSINESSES AND PROPERTY OWNERS

The Contractor shall be responsible for notifying all utilities, businesses, and property owners in letter form, a minimum of 48 hours prior to the start of said work. It shall be the responsibility of the Contractor to stay in constant communications with the businesses and property owners and be available to respond to any difficulties that may arise as a result of the work during the entire construction period. Public Works shall review and approve the letter prior to issuing to the various fronting properties in the construction zone.

ORDER OF WORK

The order of work shall be scheduled to maintain public access in a safe and convenient manner and to minimize inconveniences to affected residents and businesses within the project area. All underground

work including compaction and trench resurfacing shall be completed prior to the start of any other work. A construction phasing plan and traffic control plan will be required by the Contractor and submitted to the City Engineer for review and approval.

The Contractor shall submit a detailed project construction schedule for City review and approval prior to beginning work.

LIMITS OF WORK AND SETTING STAKES

Precise alignment and limits of work (line and grade stakes needed for project) will be designated in the field by the Project Engineer or City's authorized representative. The Contractor shall give forty-eight (72) hours notice when requesting services of the Project Engineer or authorized City representative for stake setting or for laying out work. The Contractor shall preserve all stakes and shall be liable for any expense incurred in replacing said stakes.

SAFETY REGULATIONS FOR WORKMEN

This contract is regulated by Title 29, Chapter 17, Part 1910 of the Federal Labor Code, the Williams-Steiger Occupational Safety and Health Act of 1970, additions to the Code and the California Industrial Safety Code. The Contractor's operations shall be governed by the most stringent of regulations embodied in the foregoing safety laws. The cost of measures taken by the Contractor for compliance with said regulations shall be included in unit bid items of construction, and no additional payment will be made.

INTENT OF PLANS AND SPECIFICATIONS

The intent of the plans and specifications is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the contract. Where the plans or specifications describe portions of the work in general terms but not in complete detail, it is understood that only the best general practice is to prevail, and that only materials and workmanship of the first quality are to be used.

EXISTING CONDITIONS

Contractor shall verify all dimensions, grades, and other conditions at the site before starting any work. Noted discrepancies are to be reported to the City Engineer for resolution before proceeding with the work.

PERMITS AND ADDITIONAL INSURANCE REQUIREMENTS

The Contractor shall obtain permits from the City of Hanford, Kings County, State Water Resources Control Board and San Joaquin Valley Pollution Control District and any other permit that may be required by the work or as required by law prior to commencing any excavation. The cost for permits

shall be included in the bid item "Site Preparation, Mobilization, and Demolition" and no additional compensation will be allowed therefore. Inspection costs, if any, shall be paid for by the City.

A. City of Hanford Encroachment Permit

No Fee

PRE-CONSTRUCTION CONFERENCE

Prior to the issuance of the Notice to Proceed, a conference shall be held between the Contractor and representatives of the City of Hanford, soil testing laboratory, project surveyor, and utility companies. At that time the responsibilities of the contract parties, procedures for payments and changes, submittals, schedules, coordination of staking, inspection and testing, etc., will be discussed.

CERTIFICATES OF COMPLIANCE

A Certificate of Compliance stating that the materials to be used in the work comply in all respects with the requirements of the plans and specifications shall be supplied to the Engineer. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled material delivered to the work, and the lot so certified must be clearly identified in the certificate.

All materials used on the basis of a Certificate of Compliance may be tested and sampled at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the work which conforms to the requirements of the plans and specifications, and any such material not conforming to such requirements will be subject to rejection, whether in place or not.

Common Construction Material accepted by a Certificate of Compliance include:

- Traffic Striping Paint (Water base and Thermoplastic)
- Traffic Striping Beads

Usually these items are inspected at the site of manufacture or fabrication, and reinspected after delivery to the job site.

GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor shall guarantee all materials, equipment and workmanship of the installation. Should any material or appliance or any work develop any defect or weakness due, in the opinion of the Engineer, to the use of imperfect materials, equipment or workmanship, or failure to follow the plans and specifications, the Contractor shall be notified at once, and he shall immediately, at his own expense, make the necessary repairs or replacements to make the defective item or items suitable and satisfactory. Should the exigencies be such as to necessitate the repairs before the Contractor could be notified, the City shall have the right to make the necessary repairs or replacements at the expense of

the Contractor, preserving as far as possible all available evidence of the cause of failure. The City shall inform Contractor by fax or email if the City exercises this right.

This guarantee is not intended to include the damage by the actions of individuals other than the Contractor's forces or by damages due to the activities of the contractors working in the area, either during the time this work is under construction or after its acceptance.

COMPLIANCE WITH CODES

All construction shall comply with the California Building Code, California Mechanical Code, California Plumbing Code and National Electrical Code, latest editions as adopted by the City of Hanford. Contractors shall ascertain all local adopted codes applicable to their portion(s) of the work and shall familiarize themselves with the requirements therein. Nothing in these drawings and specifications shall be construed to permit an installation in violation or conflict with any and all such applicable codes. Should a conflict between these drawings and specifications and code requirements be noted, the Contractor shall notify the Project Engineer before proceeding with that portion of work.

COORDINATION

The Contractor shall coordinate the work with the Project Engineer and Project Inspector(s). Utility arrangements shall be made with Southern California Edison Company, AT&T, Comcast, and The Gas Company. Contractor shall notify the City before interrupting any utilities and coordination work with other utility companies.

PROGRESS MEETINGS

The Contractor shall arrange with Project Manager and conduct progress meetings. These meetings shall be conducted at least twice a month and shall be attended by the Contractor's superintendent and representatives of all subcontractors, utilities, the City's representatives, and others that are active in the execution of the work. The purpose of these meetings shall be to expedite the work of any subcontractor or other organization that is not up to schedule, resolve conflicts, and, in general, coordinate and expedite the execution of the work.

The agenda, provided by the Contractor, of each progress meeting shall include review of progress and schedule. The agenda of one of the progress meetings held each month shall also include review of payment request, narrative report, and the latest construction schedule update.

PROGRESS AND SCHEDULE REVIEW

The progress of the work and the construction shall be reviewed twice a month to verify, but is not limited to:

1. Actual start and finish dates of completed activities since the progress meeting.

2. Durations and progress of all activities not completed.
3. Reason, time, and cost data for change order work that is to be incorporated into the construction schedule or payment request form.
4. Payment due to the Contractor based on percentage complete of items in the submitted payment request form.
5. Reason and duration of required revisions.

REVIEW OF NARRATIVE REPORT

The Contractor shall submit a narrative report at the progress meeting as a part of the monthly progress review and update in a form agreed upon by the Contractor and the Engineer. The narrative report shall include a description of problem areas, current and anticipated delaying factors, and their estimated explanation of corrective action taken or proposed. The report shall also include planned activities for the following month and location(s) of the activities.

REVIEW OF SCHEDULE UPDATE

After each monthly update, the Contractor shall submit to the Engineer one print of the latest accepted construction schedule, marked up in red in accordance with each month's review of notices of intent to revise construction schedule, and three blue line copies incorporating the updated schedule information.

CONSTRUCTION SCHEDULE

A construction schedule and updates will be required for this project in accordance with Section I, Subsection 7.02 of the City Standard Specifications and other sections of these special provisions.

During the period after the award of the contract by the Owner, the Contractor shall prepare a detailed cost-loaded construction schedule as set forth in this section. The costs shall be developed from the bid schedule. The construction schedule shall indicate the time of starting and completion of each major structure or phase of the work and such intermediate phases as will serve for well-defined control points. These phases and control points shall be placed in chronological order on the construction schedule. The schedule shall also indicate the anticipated date of receipt of major items of equipment and all items of equipment receipt and installation which is critical to the scheduled progress of the project.

The Contractor, in a coordinated effort with the Engineer, shall complete the preparation of the schedule within 15 calendar days after award of the project. The schedule shall include cost allocations for all the component activities which make up a phase of work. All the identifiable work items listed as lump sum items of work shall be included in this schedule, and the sum of allocations of the identifiable work items shall equal the total of the lump sum bid proposal submitted by the apparent low bidder.

At the preconstruction meeting, the Engineer will return the construction schedule to the Contractor. The Contractor shall modify the schedule to include any modifications or changes resulting from alternates selected by the Owner and final phasing and scheduling of work items or control points.

The Contractor shall complete these modifications within five calendar days from date the schedule is returned to him. The schedule shall be resubmitted for review. Upon receiving written notice from the Engineer that the schedule, as revised, has been accepted, it will then become the initial construction schedule by which the Contractor shall construct the work and shall be subject to progress reporting, revision, and updating procedures implemented during the course of construction as specified elsewhere in this section.

The initial construction schedule shall contain no contract change or delays/revisions. Changes shall be indicated on first update of schedule as specified hereinafter under revisions to construction schedule.

If the Contractor's progress has fallen behind the accepted construction schedule, the Contractor shall take such steps as may be required including, but not limited to, increasing the number of personnel, shifts, overtime operations, days of work, and amount of construction equipment to get the work back on schedule. The Contractor shall also submit at the next progress meeting such supplementary schedule or schedules as may be deemed necessary to demonstrate the manner in which the approved rate of progress will be regained.

REVISIONS TO CONSTRUCTION SCHEDULE

The Contractor shall submit a written notice of intent to revise construction schedule within five days of the occurrence of any of the following:

1. When the delay in completion of any activity or group of activities indicates an overrun of the contract time or control point requirement by 30 working days or ten percent (10%) of the remaining duration, whichever is less.
2. Delays in submittals, deliveries, or work stoppage are encountered which make replanning or rescheduling of the work necessary.
3. The schedule does not represent the actual prosecution and progress of the project as being performed in the field.

The notices shall be reviewed at each progress meeting in order to update the schedule monthly.

Acceptances of the revised construction schedule and all supporting data is contingent upon compliance with other related requirements specified before in the special provisions and any other previous agreements or requirements by the Engineer.

Schedule revisions shall not constitute a change for the time of completion. The Time of Completion may only be changed by City Contract Change Order indicating an approved time extension.

CONTRACT TIME OF COMPLETION

The project must be completed within forty five (45) consecutive calendar days after the date established by the Notice to Proceed.

LIQUIDATED DAMAGES

Per Section I, Subsection 7.06 of the City Specifications, liquidated damages are set at \$500 per day for each calendar day of completion the project is delayed beyond the Contract Time of Completion.

MEASUREMENT AND PAYMENT

All work will be paid for at the contract price per contract unit of measurement in accordance with Section I, Subsection 8, "Measurement and Payment," of the City Specifications.

MODIFICATION PROCEDURES

Changes in the scope or quantity of the work shall be made in accordance with Section I, Subsection 3.02, "Changes," of the City Specifications.

FINAL INSPECTION

Whenever the work provided and contemplated by the contract shall have been satisfactorily completed and the final clean-up performed, the Contractor shall request in writing a final inspection. The Engineer will make the final inspection.

AS-BUILTS

A set of drawings shall be kept on the job site for the purpose of marking "as-built" conditions only. The Contractor is responsible for keeping all notations current and legible and conveying the "as-built" drawings, with any issued Change Orders, to the Engineer at the conclusion of the work.

SECTION 3 - CONTRACTOR SUBMITTALS

GENERAL

All submittals and RFIs shall go to the City of Hanford's office of the City Engineer. The Contractor is hereby advised that the following submittals for approval are required on this project. This list is not all inclusive.

CITY SPECIFICATION

SECTION NO.

SUBMITTAL - At Pre-Construction Conference

- | | |
|-------------|---|
| I-4.03 | Trench shoring and bracing drawings for trenching deeper than 5 feet. |
| I-4.09 | Name, address and phone number of Superintendent in charge of the work.
Emergency phone number(s) after normal working hours.
Documentation of five years' similar project experience. |
| I-4.10 | Contractor's methods and equipment. |
| I-5.01 | Material supply sources.
Certified Test Reports. <ul style="list-style-type: none"> a. Paving Asphalt-Certified test reports or Certificate of Compliance.
(92-1.03 of CalTrans Specifications). b. Asphalt Emulsion-Certified test reports or Certificate of Compliance.
(92-1.05 of CalTrans Specifications). c. Asphalt Concrete: Aggregate gradation and mix design
(30-2.02 of CalTrans Specifications). |
| I-5.03 | Requests for substitution of equal material (it is suggested that this be done prior to bidding). |
| I-6.20 | Proposed storage areas. Permits from property owners (if any) for disposal. |
| I-7.02 | Progress schedule.
Work plan for paving |
| II-1.05/S-2 | Traffic Control Plan, including any phasing
Quality Control Plan identifying verification of pavement design. |

Upon Completion of Work

- | | |
|--------|---|
| | Release letter |
| I-4.15 | Request for final inspection. |
| I-6.25 | Request for project acceptance.
"As-Built" Plans |

SECTION 4 - CONTROL OF WORK

RESPONSIBILITY FOR TESTING

The City retains the right to perform tests to establish the quality of materials and their installation. These tests include, but are not limited to, compaction and moisture content tests, gradation and material quality tests, and grade conformity tests. The Engineer may find it desirable or necessary to perform tests to determine conformance with the Specifications. The initial tests will be paid for by the City of Hanford, but in the event the tests do not meet the minimum standards as set forth in the specifications, the Contractor shall be responsible for payment of any further testing required. The City of Hanford will arrange for all tests.

JOB-SITE CLEANUP

The Contractor shall promptly clean up loose dirt on and sweep clean finished pavement, existing pavements and surfaces in use during construction so as to control dust and prevent scattering of dirt. Materials to be removed from the site will be handled promptly and in accordance with Section I, Subsection 6.20, of the City Specifications.

PERSONAL LIABILITY

The officers and employees of the City, Engineer and their consultants, authorized representatives or agents shall not be personally responsible for any liability arising under, or by virtue of, the contract.

REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which is defective in its construction or deficient in any of the requirements of CalTrans Standard Specifications, City of Hanford Standard Specifications and Construction Standards or these special provisions shall be remedied, removed or replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

Any work done beyond the lines and grades shown on the plans or re-established by the Engineer or any extra work done without written authorization will be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to cause defective work to be remedied, removed or replaced and unauthorized work to be removed and to deduct the cost thereof from any monies due or become due the Contractor.

DUST CONTROL

The Contractor shall submit a notification form and dust control plan if required by the SJVAPCD and the Contractor's planned earthmoving activities.

The Contractor shall promptly clean up loose excavation and construction dirt and sweep clean all usable portions of roadways and walks as the work progresses to prevent dirt from being scattered. Further, the Contractor shall promptly and regularly apply water or dust palliative to all dust and dirt areas, including stockpiles, to prevent dust from being a nuisance. Dust control measures shall be required seven days a week, as often as needed to comply with the requirements of SJVAPC, and these special provisions through the duration of project. The cost of preventative and corrective measures taken by the Contractor and the costs for preparing and submitting a construction notification and a dust control plan, including any fees, shall be included in the bid items, and no additional payment will be made therefore.

The Contractor shall comply with all requirements of the San Joaquin Valley Air Pollution Control District (SJVAPCD) and all PM-10 requirements.

Contractor shall notify the SJVAPCD in writing a minimum of 48 hours before commencing any earthmoving activities. Attached to these specifications is a Construction Notification Form that shall be filled out and submitted by the contractor. The Contractor shall provide a copy of such notification to the City prior to moving any earth.

COOPERATION WITH OTHER TRADES

The Contractor shall cooperate with other trades that may be doing work that may conflict with his own. The Contractor shall complete all work in harmony with them.

SECTION 5 - SITE PREPARATION, MOBILIZATION, AND DEMOLITION

GENERAL

The work covered by this section includes:

1. Traffic control and mobilization.
2. Removal and/or relocation of road signs and other surface features as shown on plans.
3. Regrading of adjacent dirt areas as required for a smooth transition to match the existing ground surface.
4. Removal of concrete curb return, ramp, and landing.
5. Removal of existing striping, stop bars, and markings.

The Contractor shall perform all site preparation as required including removing, relocating, excavating, grading, disposing, transporting, clearing, grubbing, and compacting as required to perform the work. Concrete, paving material, earth, and similar materials removed from the job will be deposited at those locations approved by the City of Hanford. The Contractor shall take all necessary precautions in his disposal operation to avoid interference with the private operations at the disposal sites.

The cost of removing, relocating, loading, transporting and unloading of materials shall be included in the Bid Items " Site Preparation, Mobilization, and Demolition," and no additional payment will be made therefore.

TRAFFIC CONTROL AND MOBILIZATION

The Contractor shall prepare traffic control plans for all stages of work which shall comply with the current version "California Manual Uniform Traffic Control Devices" (CA-MUTCD). The plans shall be submitted to the city for review and approval prior to start of each stage of work. The Contractor shall not begin any work within the City right of way without an approved traffic control plan. At no time during the project shall streets be closed in either direction. The costs to prepare, implement, and maintain traffic control throughout the duration of the project shall be included in the bid item "Pedestrian and Traffic Control Plans" and no additional compensation shall be made thereof. The costs for the Contractor to mobilize all equipment, materials, and incidentals to the project site throughout the project life shall be included in the bid item "Site Preparation, Mobilization, and Demolition," and no additional compensation shall be made thereof.

PROTECTION OF EXISTING UTILITIES

All existing gas pipes, conduits, wires, sewers, drains, manholes, water lines, water services, fire hydrants, sprinkler systems, street signs, power poles, street lights and underground electrical systems, and other structures which are not, in the opinion of the Engineer, required to be changed in location shall be kept supported and protected from injury by the Contractor. In case of injury to said facilities,

they shall be restored by the Contractor without additional compensation, to as good a condition as that in which they were found.

Exceptions, if any, are noted on the plans. Where existing gravity lines are to be cut and abandoned, the open ends are to be closed by a tight fitting wall of concrete not less than 0.5 foot thick. If obstructions to the pipe alignment are encountered which differ from or are not shown on the plans, the pipe alignment shall be changed, or the obstruction shall be relocated, reconstructed or removed at the direction of the Engineer.

CLEARING AND GRUBBING

All removal of objectionable material from within the limits of the project shall be performed in accordance with Section III, Subsection 1, "Clearing and Grubbing" of the City of Hanford Standard Specifications and to a depth of 12" below finish grade. Payment shall be considered as included in bid item "Site Preparation, Mobilization, and Demolition," and no additional or separate payment will be made therefore.

GRADING

All grading shall be done in conformance with the standard specifications and improvement standards, latest edition of the City of Hanford, and applicable sections of the Caltrans standard specifications, latest edition. If discrepancies arise between these plans, the City standard specifications, or Caltrans standard specifications, the plans shall govern.

The Contractor shall follow the requirements of the SJVAPCD prior to commencing any earthmoving activities. The contractor shall provide a proof of notification to the City prior to any earthmoving activities. (See Section 4 – Dust Control)

The Contractor shall notify the engineer and project inspector 48 hours before starting grading work. Work shall consist of all earthwork related to the site; all clearing, grubbing, tree removal, stripping, rough grading, preparation of foundation and materials for receiving fills, excavation, import and/or export of fill, processing, placement and compaction of fill materials, placement of aggregate base material and all work necessary to complete the grading to conform to the lines, grades and slopes as shown on these plans.

All organic material, rubble or other deleterious material shall be removed from the site and properly disposed.

Site conditions: The Contractor shall visit the site, examine, and note all conditions as to the character and extent of work involved.

After clearing, grubbing, removal of existing fills, etc., the upper 12 inches of subgrade to receive asphalt concrete pavement and aggregate base materials should be compacted to a minimum of 95 percent relative compaction.

Shoulders shall be compacted to 90 percent relative compaction.

The cost of this work shall be included in the various bid items, and no additional payment will be made therefore.

DEMOLITION OF EXISTING SURFACE FEATURES

Existing irrigation facilities and surface features noted on the plans and in areas of new landscaping or construction shall be removed and disposed of, repaired, relocated, reconnected, or abandoned to original working conditions per Section III, Subsection 1.03 and 1.05 of the City of Hanford Standard Specifications and as noted on the plans and specifications.

Demolition should include all surface features demo/relocate (signs, mailboxes, etc.)

Payment for work under this section shall be included in the bid item, " Site Preparation, Mobilization, and Demolition" and no additional compensation will be allowed therefore.

DEMOLITION OF EXISTING IRRIGATION ITEMS

Existing irrigation facilities shall be removed and disposed of, reconnected, or abandoned per Section III, Subsection 1.03 and 1.05 of the City of Hanford Standard Specifications.

Payment for work under this section shall be included in the bid item, "Site Preparation, Mobilization, and Demolition," and no additional compensation will be allowed therefore.

INTERFERENCE WITH EXISTING SURFACE FEATURES

Where new construction is interfered with by existing surface features that are not called out to be relocated, the Contractor shall bring such interferences to the attention of the Engineer. After review of the situation, the Engineer shall direct the Contractor how to work around the obstructing feature or remove and/or reconstruct same.

The cost of this work shall be included in the various bid items, and no additional payment will be made therefore.

RESTORATION OF SURFACES

The Contractor shall replace all graded surface material and shall restore paving (unless otherwise specified), drive approaches, curbing, sidewalks, gutters, irrigation pipelines, and sprinklers, shrubbery, fences, and other disturbed surface features to a condition equal to that before work began furnishing all labor, materials, and incidentals thereto.

Payment shall be considered as included in bid items, and no additional or separate payment will be made therefore.

MODIFY SPRINKLER SYSTEM

There are various sprinkler systems on the project site that will need to be modified due to the installation of the new curb and gutter, sidewalk and other facilities on the private properties. The sprinkler system shall be modified in accordance with the provisions in Section 15-2.05, "Reconstruction," of the Standard Specifications, the plans, and these special provisions. The Contractor shall coordinate with the property owner so as not to disturb their regular irrigation schedule. The relocated/modified irrigation system shall operate and function as it did prior to construction.

The Contractor's attention is directed to Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work" of the Standard Specifications.

SALVAGE OF ABANDONED FACILITIES

All salvageable materials shown to be abandoned and removed shall be the property of the City and shall be delivered to the City Corporation Yard as directed by the Project Inspector.

MEASUREMENT AND PAYMENT

Payment for all work described in Section 5 " Site Preparation, Mobilization, and Demolition" of these specifications including grading, earthwork, resetting roadside signs, relocating existing sprinkler systems, pavement removal, hauling, and disposal except as noted otherwise shall be included in the bid item, " Site Preparation, Mobilization, and Demolition," and no additional compensation will be allowed therefore. The contract price for "Site Preparation, Mobilization, and Demolition" shall include full compensation for furnishing all labor, materials, tools, equipment, hauling, disposal fees, and other appurtenances and incidentals for doing all work necessary to complete such work and no additional compensation will be made thereof.

SECTION 6 - CONCRETE CONSTRUCTION

GENERAL

The work in this section shall consist of constructing curbs, gutters, sidewalks, ramped curb returns and miscellaneous concrete in conformance with the plans, City of Hanford Standard Specifications, and these provisions.

MATERIALS

Concrete shall conform to Section VI, Subsection 1 "Portland Cement Concrete" of City of Hanford Standard Specifications. Concrete for curbs, gutters, sidewalks and ramped curb returns shall be a minimum five sack mix with a 28-day compressive strength of 2,500 psi minimum.

CONSTRUCTION

Curbs, gutters, sidewalks, ramped curb returns and miscellaneous concrete shall be constructed to the dimensions shown on the plans and in conformance with Section VI, Subsection 4, "Concrete Curb, Sidewalk, Driveways and Valley Gutters," of City Standard Specifications. Where new curbs conform to existing curbs, the new curb shall rise or fall in heights over a 5-foot length to match the existing curb height.

CAST-IN-PLACE BOXES

Any miscellaneous flush-set boxes that occur within new ramped curb returns, drive approaches or sidewalks shall be adjusted to be flush with the finished concrete surface. Such adjustment shall be paid for as part of the cost of the concrete construction surrounding said item, and no additional compensation will be allowed therefore. Should relocation of the box and its utilities be required, said location shall be considered "extra work" unless otherwise noted and shall be paid for in accordance with Section I, Subsection 8.03, "Force Account Payment," of the City Specifications.

EXTRUDED CURBS

Removal of tree roots to accommodate extruding machines shall be the responsibility of the Contractor. No additional compensation shall be made therefore. Roots may be removed no closer than 18" from the trunk of the tree measured at the existing soil surface unless approved by the Engineer.

MEASUREMENT AND PAYMENT

The contract base bid and alternate bid prices for "Construct New City Standard Ramped Curb Return" and "Construct New Caltrans Type A88A Ramped Curb Return", and "Reconstruct Existing Handicap Ramp to ADA Compliance" shall be paid per each ramped curb return. The contract prices shall

include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary for doing all work involved in constructing or reconstructing ramped curb returns, including curbs, gutters, and sidewalks , and no additional compensation will be made therefore.

SECTION 7 - TRAFFIC STRIPING, SIGNING AND PAVEMENT MARKINGS

GENERAL

The work in this section consists of traffic striping, signing and pavement markings to be installed in conformance with plans, the current Caltrans Standard Specifications, the California Manual on Uniform Traffic Control Devices (CA-MUTCD), City of Hanford Standard Specifications, and these provisions.

THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS FOR CROSSWALKS, MARKINGS, WORD MARKING, PAVEMENT ARROWS & LIMIT LINES

All work and materials shall conform to the provisions of Section 84-1 "General" and 84-3 "Painted Traffic Stripes and Pavement Markings" of the Standard Specifications and these provisions. Temporary detour striping, if necessary, shall conform to Section 7-10 of the Standard Specifications and these provisions.

Existing traffic stripes and markings including painted curbs that do not conform to the plans shall be removed by wet sandblasting. Coating patches over existing striping is not permitted.

All details and dimensions for striping and markings shall conform to the CA-MUTCD as modified in the plans. Pavement legends shall conform to CA-MUTCD stencils. The Contractor shall furnish the necessary control points for all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

Spotting shall be completed prior to the removal of any existing stripes. Existing stripes, markings, and raised markers shall be removed prior to painting new stripes and markings. In no case shall a section of street be left without the proper striping for more than 24 hours, or over weekends or holidays. Temporary reflectors or striping at the end of each day shall be required. The contractor shall maintain and replace markings as necessary through weekends and holidays and throughout the project.

The street surface shall be clean of dust, dirt, and debris prior to application of paint. If in the opinion of the Engineer the street is not clean, it shall be swept by a dry broom method prior to application of paint at the expense of the Contractor. Cat tracking of all striping and legends is required. Inspection and acceptance of cat tracking by the City Inspector or City Engineer is required prior to installing first coat of paint.

All pavement legends, arrows, and crosswalks shall be thermoplastic paint. Thermoplastic material and installation shall conform to the provisions of Section 84-2 of the State Specifications and the following Specifications.

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

Both white and yellow thermoplastic material shall contain reflective glass spheres, uniformly mixed throughout the material at the rate of not less than 400 pounds of beads per ton of material. Immediate reflectance shall be accomplished by surface application of beads at the time material is applied.

Existing markings shall be completely removed by sandblasting prior to installation of new material. Existing traffic buttons shall be covered and protected during sandblasting and warning signs shall be placed to warn all approaching traffic of the sandblasting. The sand shall be prevented from blowing and spreading and shall be swept up and removed at the end of each working day or sooner if directed by the Engineer.

Paint shall be tested prior to use or the manufacturer shall provide the Engineer with a Certificate of Compliance. The certificate shall certify that the paint and beads comply with the specifications and that paint manufactured to the same formulation and process has previously passed State of California testing.

The contract price paid for "Traffic Striping, Signing, and Pavement Markings" shall be considered as full compensation for furnishing all labor, materials, tools, equipment involved in cleaning surfaces of existing pavements (including removal of debris, and existing paint or tape markings), hauling materials, painting legends, and all incidental work connected therewith furnishing and applying thermoplastic material complete in place as shown on the Plans and the Standard Plans and as specified by the Standard Specifications and these Specifications, and no additional allowance shall be made therefor.

PAINTED TRAFFIC STRIPES AND PAVEMENT MARKINGS

Painting traffic stripes and pavement markings shall conform to the provisions in Sections 84-1, "General", of the Standard Specifications and these Specifications.

The street surface shall be clean of dust, dirt, and debris prior to application of paint. If, in the opinion of the Engineer, the street is not clean, it shall be swept by a dry broom method prior to application of paint, at the expense of the Contractor.

Water borne traffic paint in accordance with Section 84 of Standard Specifications or approved equal shall be used along with Type A drop-on beads. Painting shall be done in a neat and workmanlike manner. On new surfacing, paving markings and traffic stripes shall be painted with two coats of paint. Paint shall be applied at the rate of 100 square feet per gallon at 15 mils wet. Type A drop-on beads shall be applied at a rate of 8 pounds per US gallon of traffic bead binder. A minimum of ten (10) days shall elapse between the application of a fog seal coat and the first coat of paint. Temporary reflective markers shall be maintained as "highly visible" until first coat of paint is applied. After completion of the first coat of paint, a minimum of ten (10) additional days shall elapse prior to the application of a final coat. Type A drop-on beads shall be applied at a rate of 8 pounds per U.S. gallon of traffic bead binder.

On existing surfacing, pavement markings and traffic stripes shall be applied in one coat.

The Contractor shall protect the fresh paint from disfigurement, wheel tracking or damage. All damaged paint shall be repaired by the Contractor at his expense. Wheel tracking of the paint shall be removed by the Contractor at his expense.

The contract price paid for "Traffic Striping, Signing and Pavement Markings" shall be considered as full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in painting traffic stripes and pavement markings as shown on the Plans and the Standard Plans and as specified by the Standard Specifications and these Specifications, and no additional allowance shall be made therefor.

Payment for removal of existing striping and pavement markings shall be included in the payment for the installation of new striping and pavement markings and no separate payment will be made therefor.

PAVEMENT MARKERS

All work and materials shall conform to Provisions of Section 85, "Pavement Markers" of the State Specifications and these Specifications.

Pavement markers shall have the shape, dimensions and tolerance shown on the Standard Plan A-20A.

Pavement markers will be of the type shown on the Plans, on Standard Plan A-20A, or specified herein.

Non-reflective (Type A and AY) pavement markers shall be Class II or Class III, unless otherwise specified.

Reflective (Types B, C, D, G, and H) pavement markers shall be Ray-O-Lite, Cycolac, or approved equal.

A hot melt adhesive shall be used to cement the markers to the pavement instead of the Rapid Set Type or Standard Set Type adhesive specified in said Section 85-1.055 of the Standard Specifications. The bitumen adhesive material shall conform to the following:

Specification	ASTM Test Method	Requirement
Flash Point COC, °F.	D 92	550 Minimum
Softening Point, °F.	D 36	200 Minimum

Brookfield Viscosity, 400°F.	D 2196	7,500 cP, Max.
Penetration 100g, 5 sec, 77°F.	D 5	10 – 20 dmm
Filler Content % by weight (Insoluble in 1,1,1 Trichloroethane)	D 2371	50 – 75

Filler material shall be calcium carbonate and shall conform to the following fineness:

Sieve Size	Percent Passing
No. 100	100
No. 200	95
No. 325	75

Bitumen adhesive shall be indirectly heated in an applicator with continuous agitation. The adhesive shall be applied at a temperature between 400°F. and 425°F. Pavement markers shall be placed immediately after application of the adhesive.

Placement of pavement markers using bitumen adhesive shall conform to the requirements for placing markers in said Section 85-1.06 of the Standard Specifications, except as follows:

1. Markers shall not be placed when pavement or air temperature is 50°F. or less.
2. Blast cleaning of clean, new asphalt concrete surfaces will not be required.

The contract price paid for “Traffic Striping, Signing and Pavement Markings” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing pavement markers complete in place as shown on the Plans, as specified in the Standard Specifications and these Specifications and as directed by the Engineer.

TRAFFIC SIGNS

All work and materials shall conform to provision of provisions in Section 82-2, “Sign Panels”, and Section 82-3, “Roadside Signs”, of the State Standard Specifications, the California Manual on Traffic Control Devices (California MUTCD), and these provisions. Letter size, color, retroreflectivity, spacing, and dimension of signs shall be as specified in the California Manual on Uniform Traffic Control Devices. Stop signs and warning signs shall be 30-inch size Minimum.

Traffic signs shall be mounted on galvanized metal posts as specified in the Standard Plans, unless otherwise directed by the Engineer. Signs, mounting posts, and hardware shall conform with Section 82-3 of the State Specifications. Signs shall be punched for center mounting for signs of four-foot width or less. Larger signs shall be mounted on two posts at four-foot spacing.

All new signs shall be of Scotchlite Engineer Grade reflective sheeting on 0.080-inch tempered aluminum (6061T6 alloy) sheeting with aluminum channel bracing along top and bottom back of signs. All signs shall have a border and rounded corners. All traffic signs shall conform to the current

requirements of the California MUTCD. Letter size, spacing and dimension of signs shall be as specified in California MUTCD.

New signs shall be installed using metal posts set a minimum 2'-6" deep in minimum 12" diameter P.C.C. Except as specified otherwise, the metal post shall be galvanized steel pipe with a 2.375 inch outside diameter and a 2.143 inch inside diameter. The length of the metal post shall be sufficient to extend from the top of the sign to the bottom of the concrete footing and provide seven feet (7'-0") clearance between finish grade and the bottom of the sign(s).

Sign installations shown on plans are schematic in nature. All sign placement shall conform to the California MUTCD. Contact City Inspector for approval prior to placement of all signs. Signs in residential and commercial areas should be placed at property lines where possible, and clear of surrounding visual obstructions. Signs located at intersections should be placed 100' minimum from the curb returns. At locations without curb, signs should be placed 6' from the edge of shoulder. At locations with curb and adjacent sidewalk, signs should be placed at back of sidewalk and maintain 48" minimum clear space for pedestrians. At locations with no sidewalk or a landscape strip between sidewalk and curb, signs should be placed 24" minimum from curb.

Where the Plans indicate the removal of an existing traffic sign from an existing post holding multiple signs, when the top sign is removed, the Contractor shall raise the remaining signs to the top of the existing post.

If the plans call out a new traffic sign post within 20' of an existing sign post, street light pole, or traffic signal pole, the Contractor shall call it to the attention of the project inspector and determine if that traffic sign can be mounted on the existing post, street light pole, or traffic signal pole. Every effort shall be made to reduce the number of new traffic sign posts within the project limits. Signs mounted on street light poles or traffic signal poles shall be mounted with "Band-it Type" 3/4-inch stainless steel strapping material.

Existing signs shall be relocated as necessary and maintained by the Contractor during construction. Any existing signs damaged by the Contractor shall be replaced at no expense to the City. Relocated signs shall be installed on new posts conforming to the Specifications for new sign mounting.

Relocated signs shall be installed using new 2" galvanized steel posts at new locations and shall be set a minimum 2'-6" inches deep in minimum 12 inch diameter P.C.C. It shall be Contractor's responsibility to protect existing signs during all phases of construction. Existing signs damaged due to improper handling or storage shall be replaced at the Contractor's expense.

Existing roadside signs and posts, at locations shown on the plans, shall be removed, relocated, disposed of, or salvaged as shown on the plans or as directed by the Engineer.

Measurement and payment for all existing and new signing, including posts, shall be included in the bid item for "Traffic Striping, Signing and Pavement Markings" and will be made on a lump sum basis

and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for purchasing, removing and salvaging, relocating, and/or installing the signs complete in place as specified.

SECTION 8 – SOLAR POWERED FLASHING LED SYSTEM WITH SPEED LIMIT DRIVER FEEDBACK SIGN

GENERAL

All work for furnishing and installing signs, lighting and electrical systems shall conform to the Caltrans Standard Plans and Standard Specifications, Section 86, Signals, Lighting and Electrical Systems@, 2010, except as noted on the plans and in these Special Provisions. The 2010 Caltrans Standard Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications.

Wherein Section 86 reference is made to other sections of the State Standard Specifications, these sections are hereby included unless otherwise specified. Wherein Section 86 reference is made to Section 4-1.03D, it shall mean Section 3-3 of the Standard Specifications for Public Works Construction and its supplements and these Special Provisions.

The Contractor shall be thoroughly familiar with the State Standard Plans and State Standard Specifications and all traffic signal installation procedures required to comply with same.

The Contractor shall have a minimum of three (3) years experience installing traffic signals in the Central San Joaquin Valley and shall furnish to the City at the time of submitting a bid proposal the names of three (3) references familiar with his work quality, quantity, and timeliness of completion.

The following special provisions are supplementary and in addition to the provisions of the State Standard Specifications and are only called out if elaborations, amendments, specifying of options, or additions are required.

All materials shall be new and furnished by the Contractor.

WARRANTIES, GUARANTEES, AND INSTRUCTION SHEETS

Warranties, guarantees, and instruction sheets shall conform to the provisions in Section 86-1.05, "Warranties, Guarantees and Instruction Sheets," of the Standard Specifications and these Special Provisions. All guarantees shall be in writing and delivered to the Engineer by the Contractor prior to final acceptance of the work.

The Contractor shall be responsible for the entire work constructed under this contract including material furnished and work performed by manufacturers, suppliers, and subcontractors. The Contractor shall make, at no cost to the Owner or Agency, any repairs or replacements made necessary by defects in workmanship or materials that becomes evident within 12 months after filing of the Notice of Completion of the work.

All equipment furnished shall be guaranteed to the City by the manufacturers for a period of not less than one (1) year, unless otherwise indicated, following the date of acceptance of the signal

installation, of such equipment. If any part (or parts) is (are) found to be defective in materials or workmanship within the one-year period, and it is determined by the Electrical Superintendent, or by an authorized manufacturer's representative that said part (or parts) cannot be repaired on the site, the manufacturer shall provide a replacement part (or parts) of equal kind and/or type during the repair period and shall be responsible for the removal, handling, repair, or replacement and reinstallation of the part (or parts) until such time as the traffic signal or street lighting equipment is functioning as specified and as intended herein; the repair period shall in no event exceed 72 hours, including acquisition of parts. Whenever any work is to be guaranteed or maintained by a manufacturer, supplier or subcontractor, said obligation shall be that of the Contractor. The Contractor shall coordinate or make all repairs and replacements promptly upon receipt of written orders from the Agency Engineer. If the Contractor fails to make the repairs and replacements promptly, the Owner or Agency may do the work, and the Contractor and his surety shall be liable to the Owner or Agency for the cost.

The one-year guarantee on the repaired or replaced parts shall again commence with the date of reassembly of the system. All work done by the Contractor shall be guaranteed in writing to the Engineer for 12 months from the date of acceptance. All replacement materials or equipment under warranty shall have the same warranty as those materials or equipment being replaced. The new warranty shall commence at the date the original material or equipment is replaced with the new material.

SOLAR POWERED LED SPEED LIMIT DRIVER FEEDBACK SIGN

The Contractor shall install a BlinkerRadar "2180-DFBBSN12", 12" Solar Model, BlinkerSign Flashing LED Enhanced Speed Limit Driver Feedback Sign, or approved equal, at the location shown per plans. See Appendix. The flashing beacon system shall conform to Section 86 of the State of California Department of Transportation Standard Specifications dated May 2006 and these special provisions.

The Contractor shall furnish and install all flashing beacon equipment including: control assembly, enclosure, circuit breakers, switches, flasher, terminal blocks, dimming relay, and associated equipment necessary for the intended operation .

The Contractor shall furnish and install the flashing beacon pole and foundation and complete flashing beacon installation in accordance with State Standard Plan Sheet ES-7J. The Contractor shall install the flashing beacon on a 3" diameter galvanized steel post.

The Contractor shall supply the City with the manufacturer's standard warranties and guarantees for the satisfactory operation of all materials supplied by the Contractor. These warranties or guarantees shall extend for a period of twelve months or more from the date of acceptance. LED signal modules shall be guaranteed for 48 months. Testing shall conform to the provisions in Section 86-2.14, "Testing," of the Standard Specifications and these Special Provisions.

The contract lump sum price paid for “Solar Powered Flashing Beacon System” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing and installing the flashing beacon system, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

CERTIFICATES AND WARRANTIES

Manufacturers' certificates and warranties shall be presented to the inspector before system turn-on.

MEASUREMENT AND PAYMENT

The contract unit each price for “Solar Powered Flashing LED System with Speed Limit Driver Feedback Sign” shall include all work described and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved in the installation of the traffic signal, and no additional compensation will be allowed thereof.

APPENDIX A
FEDERAL FORM 1273
&
FEDERAL FORMS

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.
The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49 CFR 26.13(b):

The contractor, subrecipient 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).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

b. Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

c. Exhibit 15-G - Construction Contract DBE Commitment

Complete and sign Exhibit 15-G *Construction Contract DBE Commitment* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor

- Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
- Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from you to the DBE regarding the request.
3. Notices from the DBEs to you regarding the request.

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G *Construction Contract DBE Commitment* form unless it is performed or supplied by the listed DBE or an authorized substitute.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the *Notice to Contractors*.
3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.
4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. **CONTRACTOR LICENSE**

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. **CHANGED CONDITIONS**

a. *Differing Site Conditions*

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

b. *Suspensions of Work Ordered by the Engineer*

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing

accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of TEN (10) WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City of Shasta Lake the sum of \$450 per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

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

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

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

[The following 10 pages must be physically inserted into the contract without modification.]

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

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REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. No segregated 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 Government wide 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 and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and 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.

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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.

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

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IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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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.

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

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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.

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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

3. Withholding for unpaid wages and liquidated damages. The FHWA or 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 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.

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- (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.
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

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.

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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.

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

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.

- 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.

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transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

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

- 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.

- 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

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(<https://www.cpls.gov/>), which is compiled by the General Services Administration.

exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

- 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 normally possessed by a prudent person in the ordinary course of business dealings.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey	25.6
	7360 San Francisco-Oakland	
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	19.6
	CA Santa Clara, CA	
	7485 Santa Cruz, CA	14.9
	CA Santa Cruz	
	7500 Santa Rosa	9.1
	CA Sonoma	
177	8720 Vallejo-Fairfield-Napa, CA	17.1
	CA Napa; CA Solano	
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
178	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo	
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
179	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	12.3
	CA Stanislaus	
	8120 Stockton, CA	24.3
	CA San Joaquin	
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA	19.1
	CA Kern	
	2840 Fresno, CA	26.1

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

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

- (1) **Compliance with Regulations:** CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information

required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

14. USE OF UNITED STATES-FLAG VESSELS

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

LIST OF FORMS FOR FEDERAL REQUIREMENTS

REQUIRED TO BE COMPLETED WITH BID DOCUMENT

1. List of Subcontractors
2. Equal Employment Opportunity Certification
3. Certification of Non segregated Facilities
4. Bidder's Assurance of Compliance with Disadvantaged Business Enterprise Participation
5. Certification of Bidder regarding Affirmative Action Program
6. Certification regarding Foreign Trade Restrictions
7. Federal Requirements for Federal Aid Construction Projects
8. Debarment and Suspension Certification
9. Nonlobbying Certification
10. Disclosure of Lobbying Activities
11. Local Agency Bidder – DBE Commitment (15-G)
12. Good Faith Effort Guidelines (15-H)
13. Bidder's List of Subcontractors (12-B)

REQUIRED DURING OR UPON COMPLETION OF PROJECT

14. Disadvantaged Business Enterprise (DBE) Certification Status Change (17-0)
15. Final Report – Utilization of Disadvantaged Business Enterprises (17-F)
16. Monthly DBE Trucking Verification (16-Z)

The bidder shall list the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work as required by the provisions in Section 2-1.01, "General," of the Special Provisions.

LIST OF SUBCONTRACTORS

[illegible]

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

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

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, US Department of Labor.

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

CERTIFICATION TO BE SUBMITTED BY FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO FEDERALLY ASSISTED CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING \$10,000 WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally assisted construction contractor certifies, further, that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, sex or national origin because of habit, local custom or any other reason. The federally assisted construction contractor agrees that, except where he has obtained identical certifications from proposed subcontractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

Date

Signature and Title

IRS Employer Identification Number

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

**BIDDER'S ASSURANCE OF COMPLIANCE WITH
TITLE 49 CFR PART 26 RELATING TO
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

The bidder hereby gives assurance pursuant to the requirements of Title 49 CFR Part 26 that bidder has made a reasonable effort to meet the goals for Disadvantaged Business Enterprise participation specified for the contract, for which this proposal is submitted, and that bidder, if the contract is awarded to bidder, will have a DBE participation of _____ percent (contractor to fill in actual percent of participation) of the amount of this bid. Bidder further gives assurance that bidder will submit the documentation required by said regulations and the contract specifications, including the listing of Disadvantaged Business Enterprises, with which the bidder will subcontract if the contract is awarded, and if bidder is unable to meet the contract goals for DBE participation, the steps bidder has taken to obtain DBE participation.

Date

Contractor

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

CERTIFICATION OF BIDDER REGARDING**AFFIRMATIVE ACTION PROGRAM**

The bidder hereby certifies that he is in compliance with the Civil Rights Act of 1964, Executive Order No. 11246, Employment Practices Act and any other applicable federal and state laws and regulations relating to equal opportunity employment.

Bidder's Name: _____

Address: _____

Name and Title of Signer: _____

Date

Signature

NOTE:

The contractor to whom the contract is awarded shall submit a statement each month certifying that he is in conformance with the Affirmative Action Program.

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

CERTIFICATION REGARDING FOREIGN TRADE RESTRICTIONS

The contractor or subcontractor by submission of an offer or execution of a contract certifies that it:

- (a) is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against US firms published by the Office of the United States Trade Representative (USTR);
- (b) has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of the clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the government.

Further, the contractor agrees that if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely upon the certification of a prospective subcontractor unless it has knowledge the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract or subcontract at no cost to the government.

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

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Date

Signature

Bidder's Name

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

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 checkmark 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.

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

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.

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

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

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

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

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

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.

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

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

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

Federal Use Only:

Standard Form LLL Rev. 09-12-97

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

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 influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. 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. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

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

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

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____
 8. Total Dollar Amount for ALL Subcontractors: Hanford 9. Total Number of ALL Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section 21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 25. Local Agency Representative's Signature _____ 26. Date _____ 27. Local Agency Representative's Name _____ 28. Phone _____ 29. Local Agency Representative's Title _____			15. TOTAL CLAIMED DBE PARTICIPATION IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required. 16. Preparer's Signature _____ 17. Date _____ 18. Preparer's Name _____ 19. Phone _____ 20. Preparer's Title _____	\$ _____ % _____

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT**CONTRACTOR SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 13. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 14. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 15. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 16. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 17. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 18. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 19. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 20. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

- 21. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 22. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 23. Bid Opening Date** - Enter the date contract bids were opened.
- 24. Contract Award Date** - Enter the date the contract was executed.
- 25. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 26. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 27. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 28. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 29. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS**DBE INFORMATION - GOOD FAITH EFFORTS**

Federal-aid Project No. _____ Bid Opening Date _____

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

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

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

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

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

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

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

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

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

- 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

- 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.

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

Exhibit 12-B Bidder's List of subcontractor (DBE and Non-DBE)

Part 1

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

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

Federal Project Number:

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

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

Exhibit 12-B Bidder's List of subcontractor (DBE and Non-DBE)

Part 2

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

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor		DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				License Number	DIR Reg Number			
Name:								☐ <\$1 million
City, State:								☐ <\$5 million
								☐ <\$10 million
								☐ <\$15 million
Name:								Age of Firm: ___ yrs.
City, State:								☐ <\$1 million
								☐ <\$5 million
								☐ <\$10 million
								☐ <\$15 million
Name:								Age of Firm: ___ yrs.
City, State:								☐ <\$1 million
								☐ <\$5 million
								☐ <\$10 million
								☐ <\$15 million
Name:								Age of Firm: ___ yrs.
City, State:								☐ <\$1 million
								☐ <\$5 million
								☐ <\$10 million
								☐ <\$15 million
Name:								Age of Firm: ___ yrs.
City, State:								☐ <\$1 million
								☐ <\$5 million
								☐ <\$10 million
								☐ <\$15 million
Name:								Age of Firm: ___ yrs.
City, State:								☐ <\$1 million
								☐ <\$5 million
								☐ <\$10 million
								☐ <\$15 million
Name:								Age of Firm: ___ yrs.
City, State:								☐ <\$1 million
								☐ <\$5 million
								☐ <\$10 million
								☐ <\$15 million

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

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

[illegible]

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT		
14. Contractor/Consultant Representative's Signature	15. Contractor/Consultant Representative's Name	17. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED		
18. Local Agency Representative's Signature	19. Local Agency Representative's Name	21. Date

DISTRIBUTION: Original – Local Agency. Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

JADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233. Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
2. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
3. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
4. **Contract Completion Date** - Enter the date the contract was completed.
5. **Contractor/Consultant** - Enter the contractor/consultant's firm name.
6. **Business Address** - Enter the contractor/consultant's business address.
7. **Final Contract Amount** - Enter the total final amount for the contract.
8. **Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
10. **DBE Certification Number** - Enter the DBE's Certification Identification Number.
11. **Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
12. **Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBE) or the date of the Certification Certificate mailed out by OBE.
13. **Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
14. **Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
15. **Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
16. **Phone** - Enter the area code and telephone number of the person signing the form.
17. **Date** - Enter the date the form is signed by the contractor's preparer.
18. **Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
19. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
20. **Phone** - Enter the area code and telephone number of the person signing the form.
21. **Date** - Enter the date the form is signed by the Local Agency Representative.

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

[illegible]

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

State of California-Department of Transportation

Exhibit 16-Z1 Monthly DBE Trucking Verification

Contract No.			Month		Year		
Truck Owner	DBE Cert No.	Company Name and Address	Truck No.	California Highway Patrol CA. No.	Commission of Amount Of Amount Paid*	Date Paid	Lease Arrangement (if applicable)
					\$		Lease Agreement with NON-DBE with DBE ☐
					\$		Lease Agreement with NON-DBE with DBE ☐
					\$		Lease Agreement with NON-DBE with DBE ☐
					\$		Lease Agreement with NON-DBE with DBE ☐
					\$		Lease Agreement with NON-DBE with DBE ☐
					\$		Lease Agreement with NON-DBE with DBE ☐
					\$		Lease Agreement with NON-DBE with DBE ☐
					\$		Lease Agreement with NON-DBE with DBE ☐
					\$		Lease Agreement with NON-DBE with DBE ☐
					\$		Lease Agreement with NON-DBE with DBE ☐
Total Amount Paid					\$		

Prime Contractor

Business Address

Business Phone No.

*Upon Request all Lease Agreements Shall be made available, in accordance with the special Provisions

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

Contractor Representative Signature

Title

Date

MONTHLY DBE TRUCKING VERIFICATION

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period.

The Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15th of each month and must show the dollar amount paid to the DBE trucking company(s) for trucking work performed by DBE certified trucks and for any fees or commissions of non DBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the Special Provisions Section 5-1.X.

Payment information is derived using the following:

- 1.) 100% for the trucking services provided by the DBE using trucks it owns, operates and insures.
- 2.) 100% for the trucking services provided by the trucks leased from other DBE firms.
- 3.) The fee or commission paid to non DBEs for the lease of trucks. The Prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid." The column "Date Paid" requires a date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable. Located at the bottom of the form is a space to put the name of the "Prime Contractor," their "Business Address" and their "Business Phone No."

At the bottom of the form there is a space for the Contractor or designee "Contractor Representative's Signature, Title and Date" certifying that the information provided on the form is complete and correct.

CITY OF HANFORD

**DATA UNIVERSAL NUMBERING SYSTEM
(D-U-N-S) NUMBER**

Contractor is required to submit this form with the Executed Contract. If you fail to obtain and submit a D-U-N-S Number, the City will not finalize the contract.

CONTRACT NUMBER

CONTRACTOR NAME

BUSINESS ADDRESS (D-U-N-S Number Location):

STREET: _____

CITY: _____

STATE: _____

ZIP CODE: _____

D-U-N-S Number: _____

Contact Name: _____

Telephone No: _____

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

APPENDIX B

FEDERAL PREVAILING WAGE RATES

GENERAL DECISION: CA20080029

NOTE: WAGE DETERMINATION APPLICABLE IS THE LATEST DETERMINATION AS OF 10 DAYS PRIOR TO BID DATE. CONTRACTOR TO VERIFY AND OBTAIN APPLICABLE WAGE DETERMINATION AS NECESSARY.

CONTRACTOR IS RESPONSIBLE FOR CHECKING PREVAILING WAGE RATES AND SHALL PAY THE HIGHER RATE OF STATE PREVAILING WAGE RATE OR FEDERAL PREVAILING WAGE RATE.

FEDERAL WAGE RATES CAN BE FOUND AT

www.wdol.gov

STATE WAGE RATES CAN BE FOUND AT

www.dir.ca.gov/dlsr/pwd/index.htm

Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

APPENDIX C

SOLAR POWERED FLASHING LED SYSTEM
WITH SPEED LIMIT DRIVER FEEDBACK
SIGN

BlinkerRadar[®] with Flashing LED Enhanced BlinkerSign[®]BlinkerSign[®] Flashing LED Enhanced BlinkerRadar[®]
Speed Limit Driver Feedback Signs

A TAPCO LED-enhanced BlinkerSign[®] advances the concept of driver feedback to a new level of effectiveness. At the core of each unit lies a TAPCO BlinkerRadar[®] Economy or Full Matrix LED Radar Driver Feedback Sign (character height options of 9", 12" and 15") with two LED enhanced signface options to choose from:

- "SPEED LIMIT XX, YOUR SPEED" enhanced with 6 white LEDs around signface perimeter. The white LED's flash 24/7.
- "SCHOOL, SPEED LIMIT XX WHEN FLASHING, YOUR SPEED" enhanced with 6 white LEDs around signface perimeter, and 4 amber LEDs surrounding "SCHOOL". An added programmable Time Clock allows scheduling for the amber LEDs (typically set to flash continually during times when school children are present or during school functions).

Both signface options increase the overall visibility to over 1 mile (line of sight). With the added benefit of solar power, this sign can be easily installed and deployed in minutes without the need for expensive trenching and electrical work. Extremely effective and easy to set up and program.

9" Economy Solar model includes: Driver Feedback sign, lockable mounting plate (for 2" square post, 2" U-channel post, or 2 1/4" OD round pole), IR handheld programming remote control, 55 Watt 12VDC solar panel, high efficiency power tracking solar charge controller, Solar panel mount bar, all required cabling, 20 Ahr NiMH 10 year battery

9" Character BlinkerRadar[®] Speed Limit Sign, 6 white LEDs, 30"W x 48"H signface, 55W Solar Panel 2180-DFBSL9E \$3,595

9" Character BlinkerRadar[®] School Speed Limit Sign, 4 amber LEDs and 6 white LEDs, programmable Time Clock, 10 LED enhanced 30"W x 54"H signface, 55W Solar Panel 2180-DFBSN9E \$3,895

9" Full Matrix Solar model includes: Driver Feedback sign, mounting bracket, insulated battery box w/charge controller, 85W solar panel with mounting bracket, 12V 99AH battery, and conduit/wiring (to connect box, sign & panel), BlinkerRadar[®] Configuration and Collection Software

9" Character Full Matrix BlinkerRadar[®] Speed Limit Sign, 6 white LEDs, 30"W x 48"H signface, 85W Solar Panel 2180-DFBSL9 \$4,095

9" Character Full Matrix BlinkerRadar[®] School Speed Limit Sign, 4 amber LEDs and 6 white LEDs, programmable Time Clock, 10 LED enhanced 30"W x 54"H signface, 85W Solar Panel 2180-DFBSN9 \$4,395

12" Economy Solar model includes: Driver Feedback sign, lockable mounting plate (for 2" square post, 2" U-channel post, or 2 1/4" OD round pole), IR handheld programming remote control, 55 Watt 12VDC solar panel, high efficiency power tracking solar charge controller, Solar panel mount bar, all required cabling, 20 Ahr NiMH 10 year battery

12" Character BlinkerRadar[®] Speed Limit Sign, 6 white LEDs, 30"W x 48"H signface, 55W Solar Panel 2180-DFBSL12E \$3,895

12" Character BlinkerRadar[®] School Speed Limit Sign, 4 amber LEDs and 6 white LEDs, programmable Time Clock, 10 LED enhanced 30"W x 54"H signface, 55W Solar Panel 2180-DFBSN12E \$4,195

12" Solar model includes: Driver Feedback sign, mounting bracket, insulated battery box w/charge controller, 85W solar panel with mounting bracket, 12V 99AH battery, and conduit/wiring (to connect box, sign & panel), BlinkerRadar[®] Configuration and Collection Software

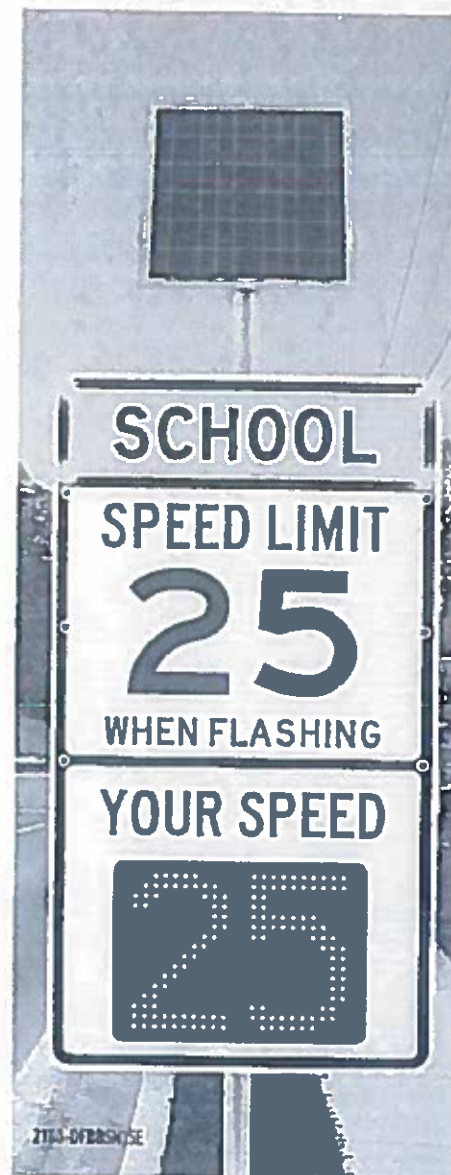
12" Character Full Matrix BlinkerRadar[®] Speed Limit Sign, 6 white LEDs, 30"W x 48"H signface, 85W Solar Panel 2180-DFBSL12 \$4,395

12" Character Full Matrix BlinkerRadar[®] School Speed Limit Sign, 4 amber LEDs and 6 white LEDs, programmable Time Clock, 10 LED enhanced 30"W x 54"H signface, 85W Solar Panel 2180-DFBSN12 \$4,695

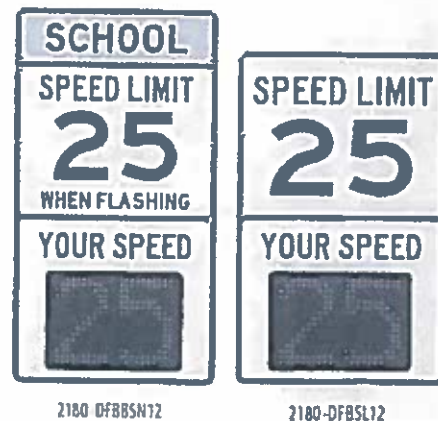
15" Solar models include: Driver Feedback sign, mounting bracket, insulated battery box w/charge controller, 85W solar panel with mounting bracket, 12V 99AH battery, and conduit/wiring (to connect box, sign & panel), BlinkerRadar[®] Configuration and Collection Software

15" Character BlinkerRadar[®] Speed Limit Sign, 6 white LEDs, 30"W x 60"H signface, 55W Solar Panel 2180-DFBSL15E \$5,495

15" Character BlinkerRadar[®] School Speed Limit Sign, 4 amber LEDs and 6 white LEDs, programmable Time Clock, 10 LED enhanced 30"W x 66"H signface, 55W Solar Panel 2180-DFBSN15E \$5,795



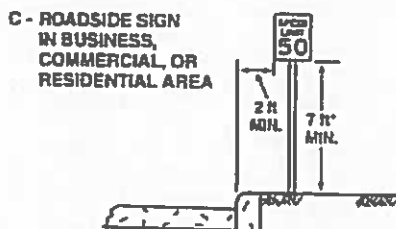
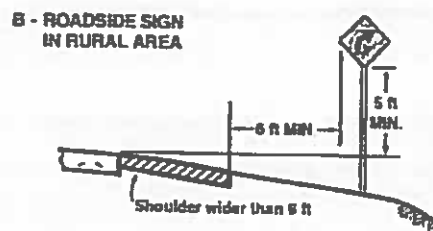
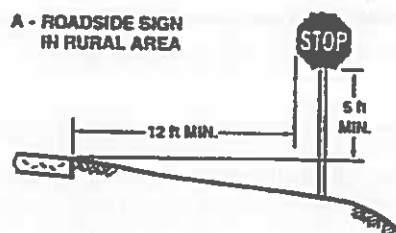
Two LED enhanced signface options to choose from. 12" BlinkerRadar[®] models shown here.



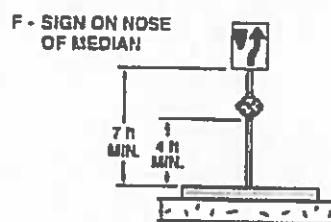
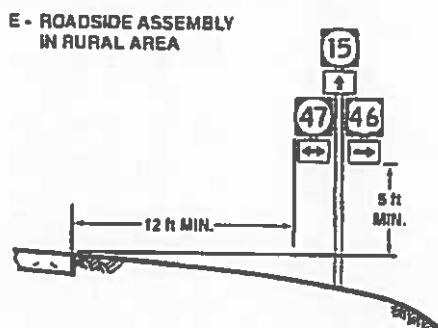
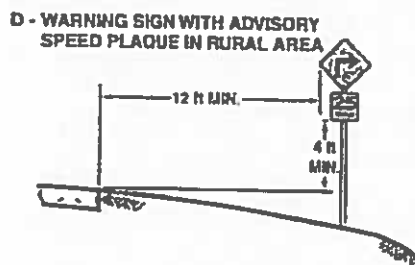
APPENDIX D

MUTCD SIGNS

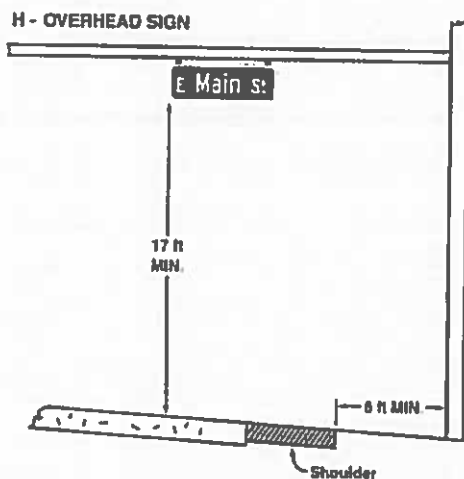
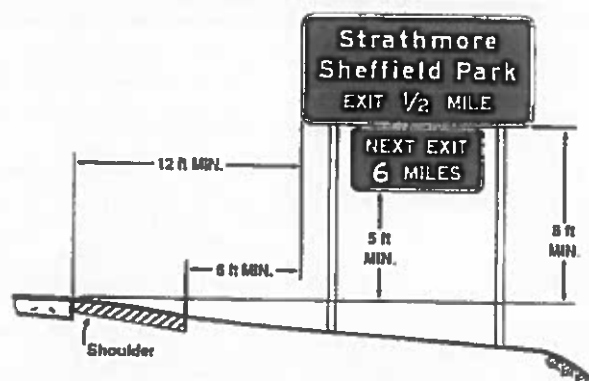
Figure 2A-2. Examples of Heights and Lateral Locations of Sign Installations



*Where parking or pedestrian movements are likely to occur



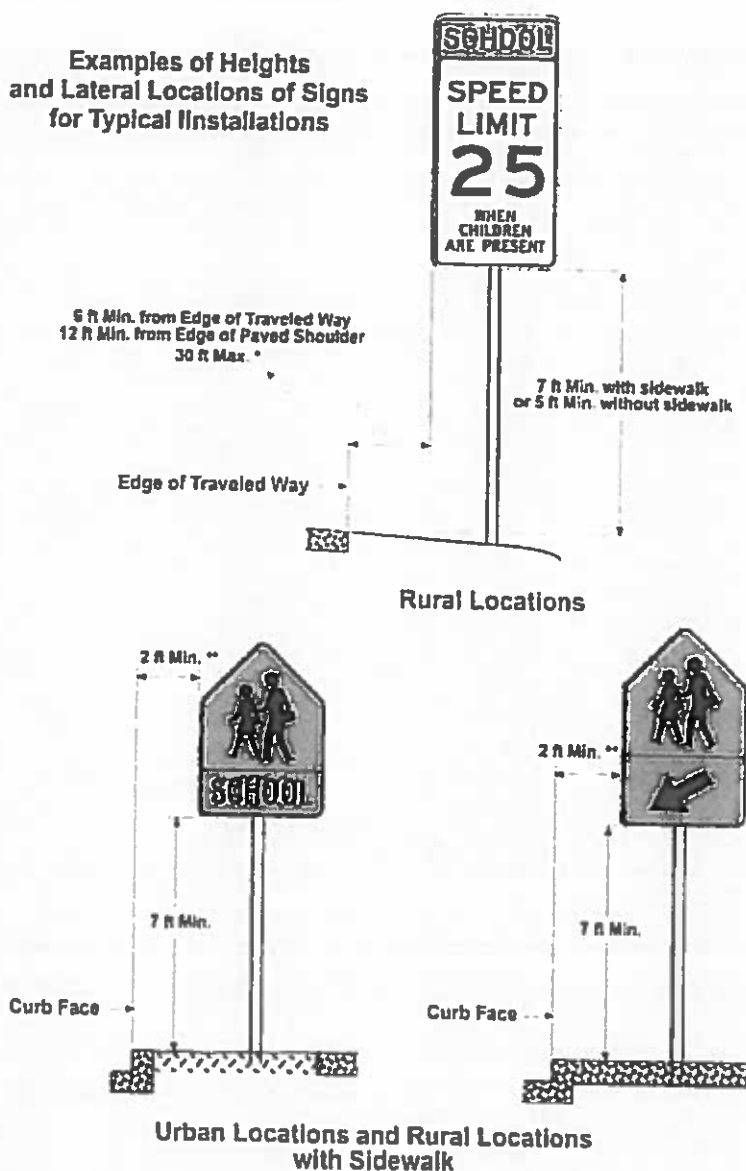
G - FREEWAY OR EXPRESSWAY SIGN WITH SECONDARY SIGN



Note:

See Section 2A.19 for reduced lateral offset distances that may be used in areas where lateral offsets are limited, and in business, commercial, or residential areas where sidewalk width is limited or where existing poles are close to the curb.

Figure 7B-1(CA). School Area Signs (Sheet 2 of 2)



NOTES:

- (*) When clear roadside recovery areas are provided, signs shall be placed as far from the edge of traveled way as possible, up to a maximum of 30 ft. When possible they shall be placed in locations less likely to be hit by a vehicle leaving the traveled way. Signs should not be closer than 6 ft from the edge of a paved shoulder, or if none, 12 ft from the edge of the traveled way.
- (**) In urban areas, where sidewalk width is limited or existing poles are close to the curb, a clearance of 1 ft from the curb face is permissible.

Figure 2B-1. STOP and YIELD Signs and Plaques

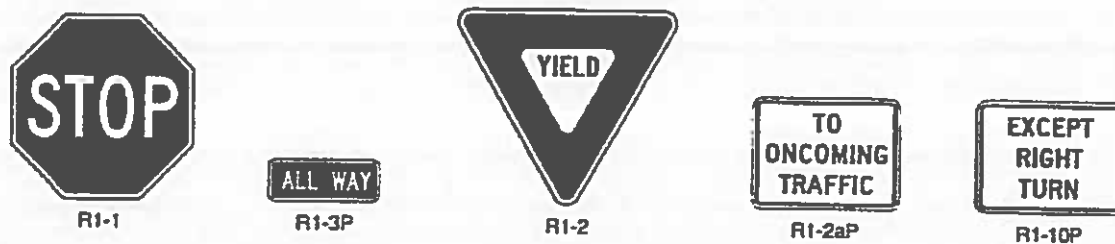


Figure 2B-2. Unsignalized Pedestrian Crosswalk Signs

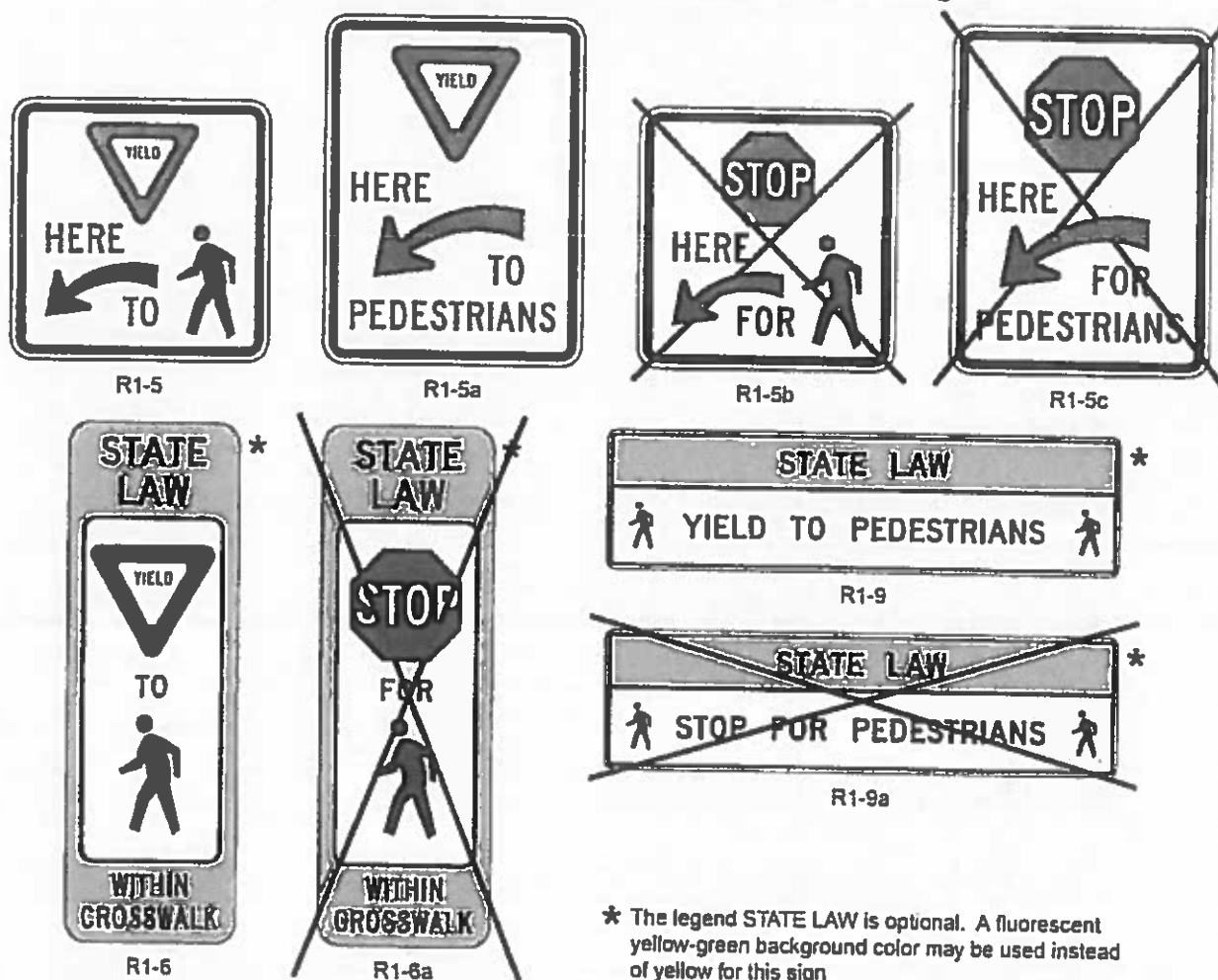


Figure 2B-3. Speed Limit and Photo Enforcement Signs and Plaques

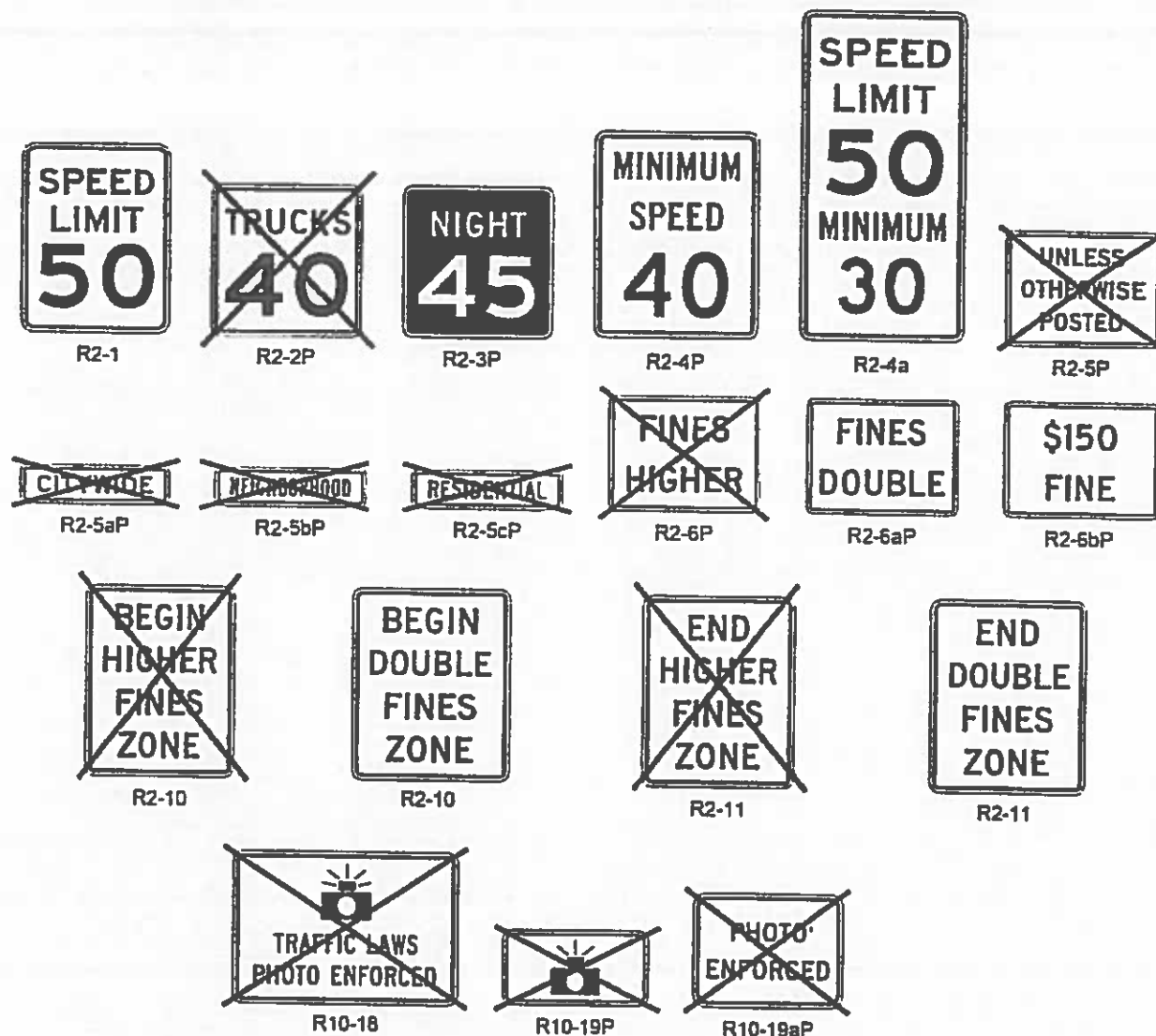


Figure 2B-24 (CA). Parking and Standing Signs and Plaques (R7 Series) (Sheet 1 of 3)



R22 (CA)



R24 (CA)



R24A (CA)



R24B (CA)



R24C (CA)



R24D (CA)



R24E (CA)



R25 (CA)



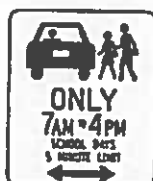
R25A (CA)



R25B (CA)



R25C (CA)



R25D (CA)



R25E (CA)



R25F (CA)



R25H (CA)



R25J (CA)



R26 (CA)



R26(S) (CA)



R26A (CA)



R26A(S) (CA)



R26F (CA)



R26K (CA)



R26L (CA)



R27 (CA)



R27A (CA)

Figure 2C-6. Roadway and Weather Condition and Advance Traffic Control Signs and Plaques

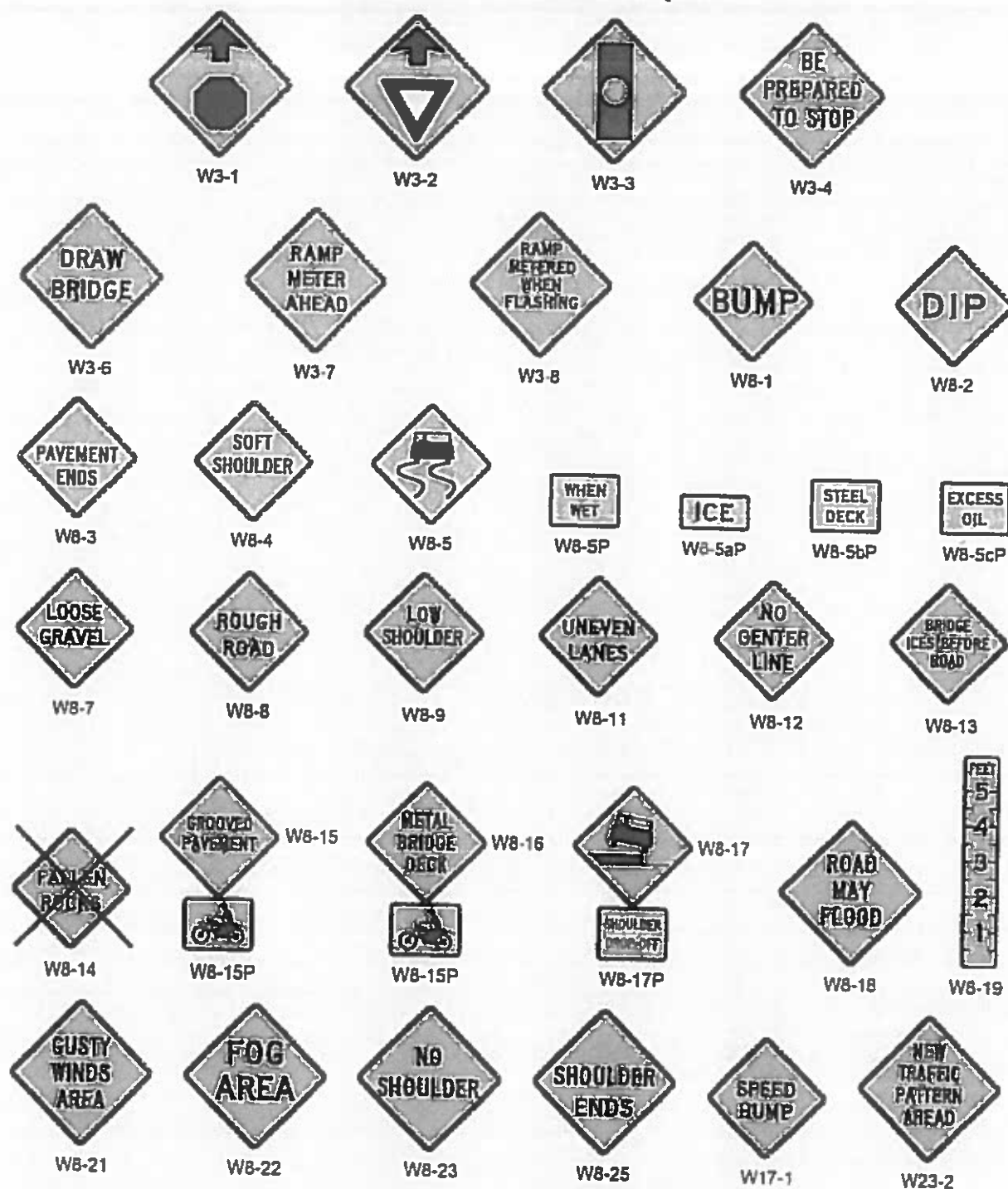


Figure 2C-10. Vehicular Traffic Warning Signs and Plaques



* A fluorescent yellow-green background color may be used for this sign or plaque.

Figure 2C-10 (CA). Vehicular Traffic Warning Signs and Plaques



Figure 2C-12. Supplemental Warning Plaques

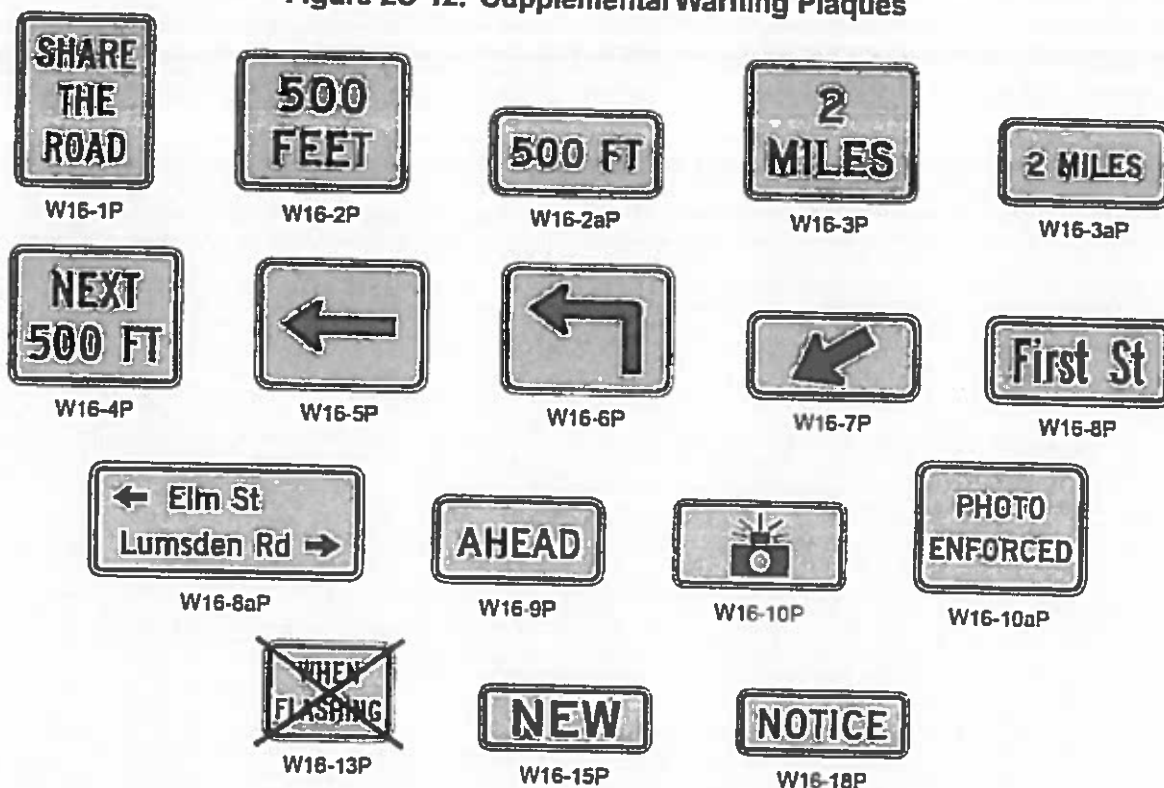


Figure 2C-12 (CA). Supplemental Warning Plaques



W34A (CA)

Figure 7B-1. School Area Signs

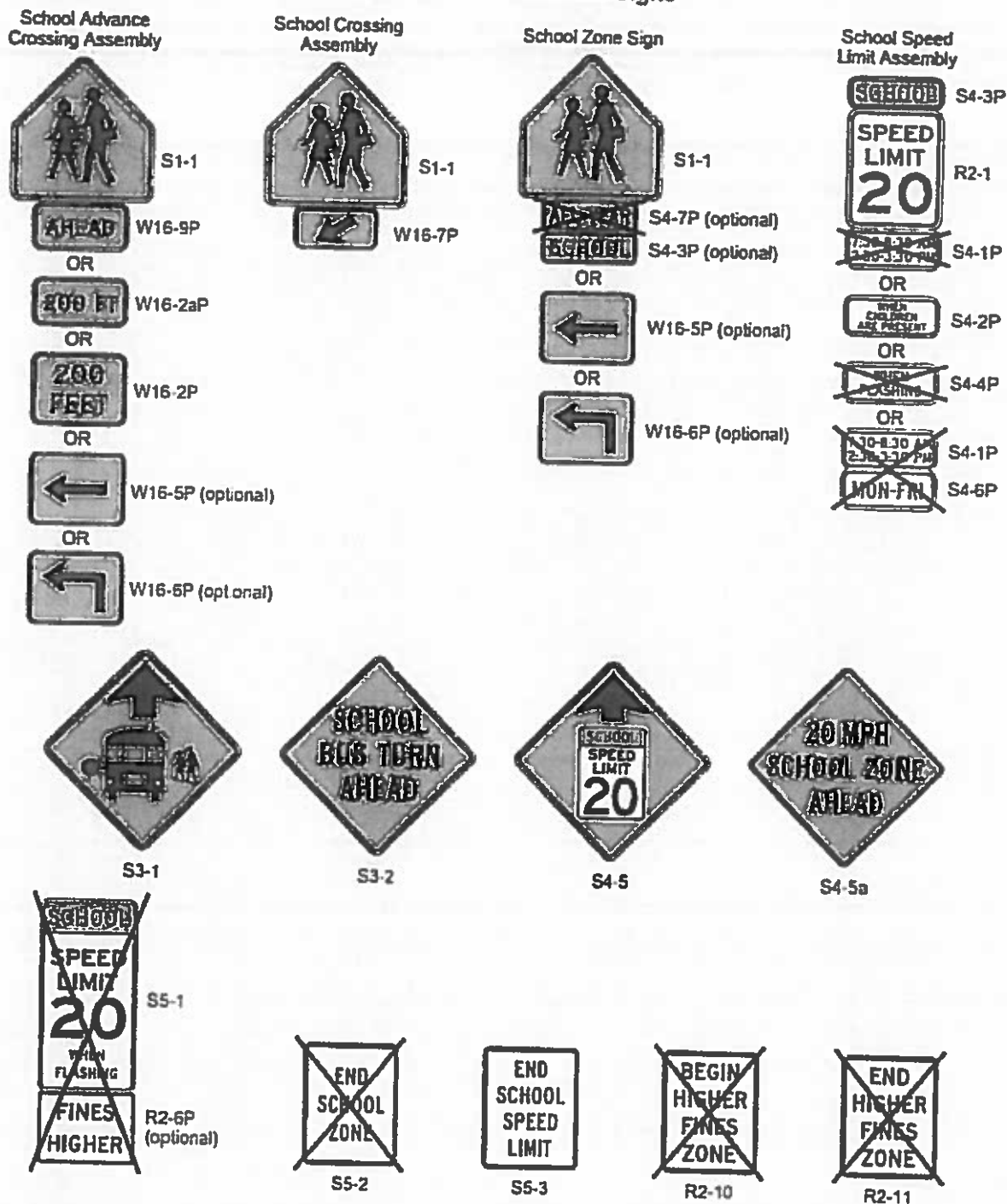


Figure 7B-1(CA). School Area Signs (Sheet 1 of 2)

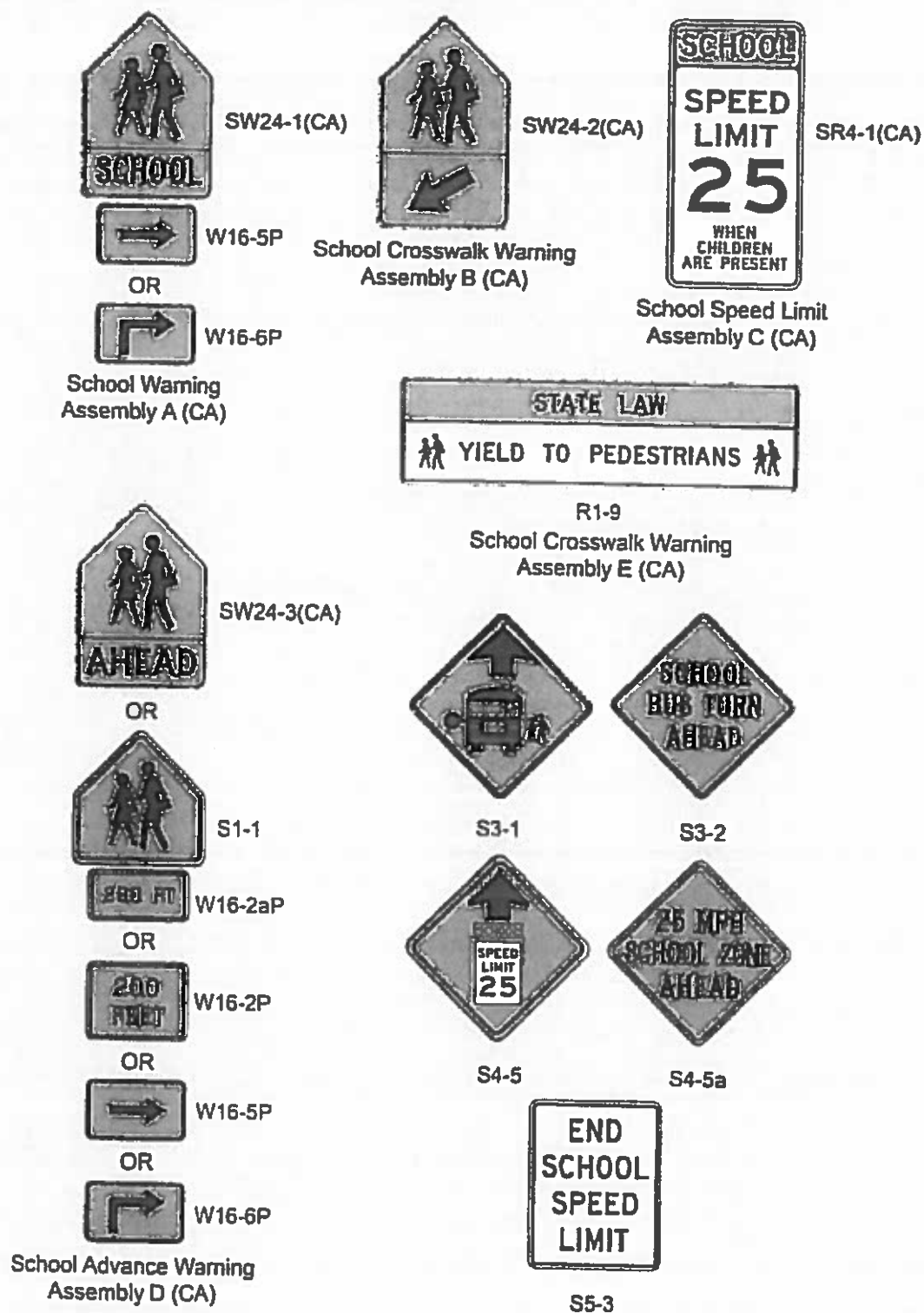
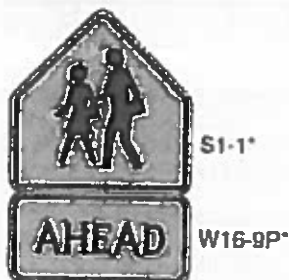


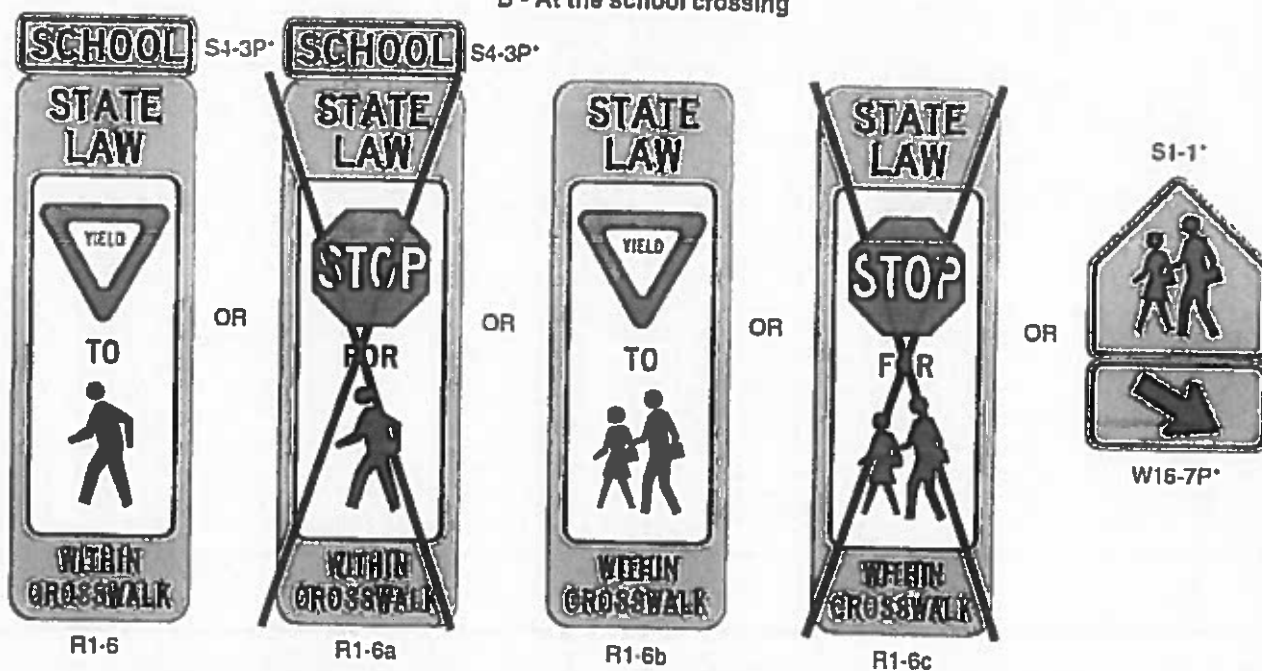
Figure 7B-6. In-Street Signs in School Areas

A - In advance of the school crossing



* Reduced size signs*
 S1-1 12 x 12 inches
 S4-3P 12 x 4 inches
 W16-7P 12 x 6 inches
 W16-9P 12 x 6 inches

B - At the school crossing



Notes:

1. The use of the STATE LAW legend is optional on the R1-6 series signs (see Section 7B.12)
2. The use of the SCHOOL plaque above the R1-6 and R1-6a signs is optional.

Figure 9B-2 (CA). California Regulatory Signs for Bicycle Facilities



R44A (CA)



R44B (CA)



R44C (CA)



R81 (CA)



R81A (CA)



R81B (CA)

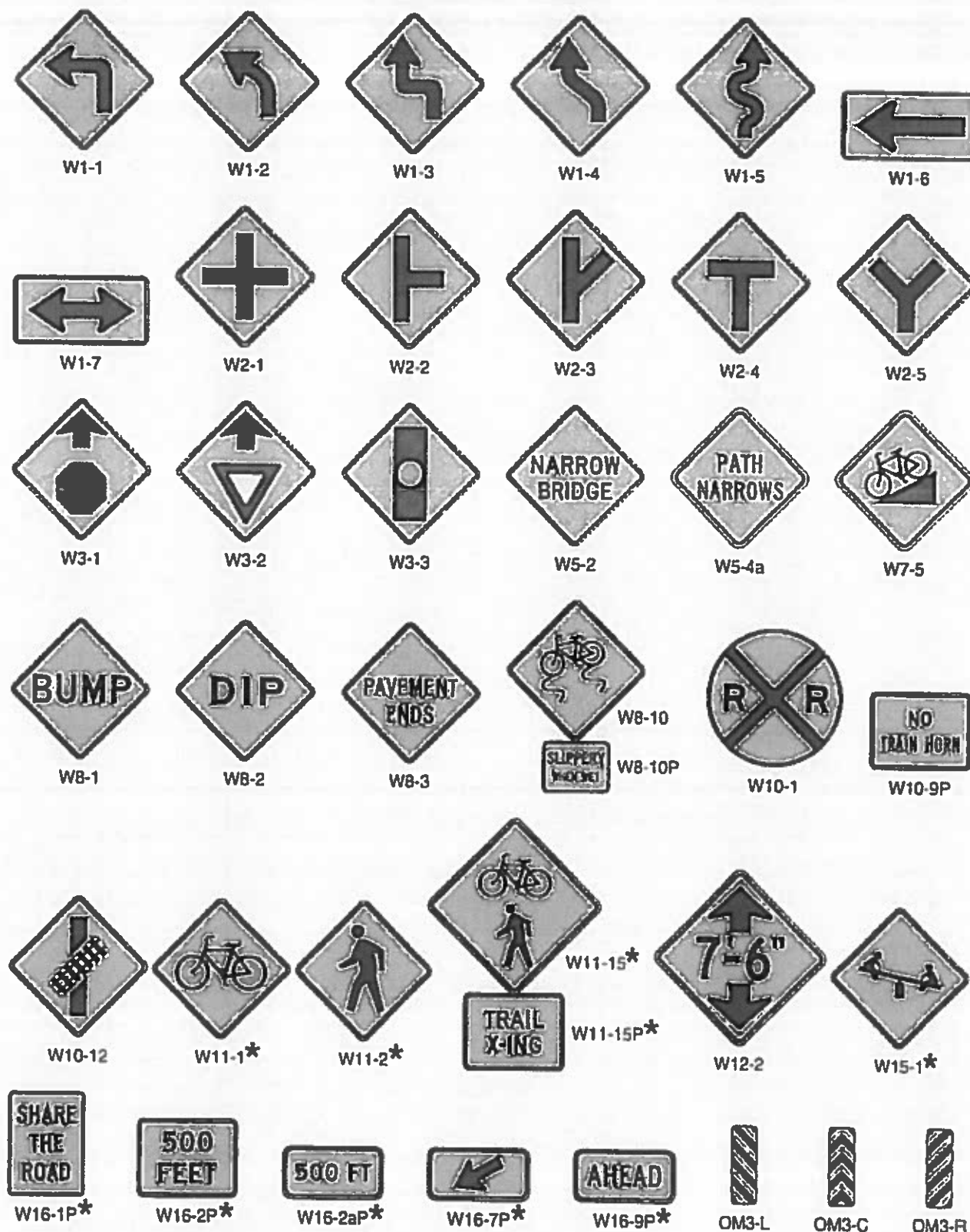


R117 (CA)



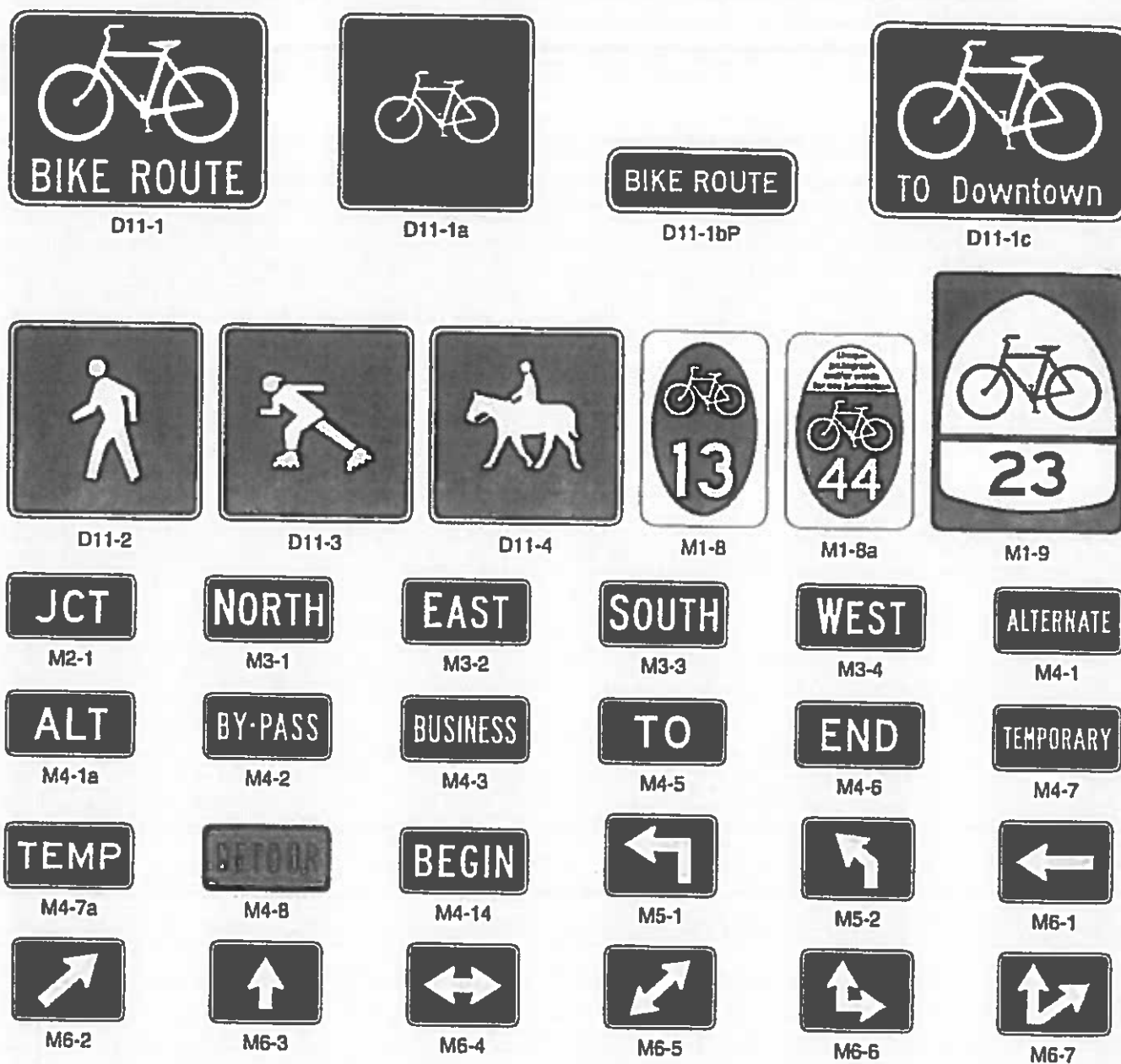
R118 (CA)

Figure 9B-3. Warning Signs and Plaques and Object Markers for Bicycle Facilities



* A fluorescent yellow-green background color may be used for this sign or plaque. The background color of the plaque should match the color of the warning sign that it supplements.

Figure 9B-4. Guide Signs and Plaques for Bicycle Facilities (Sheet 2 of 2)



Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

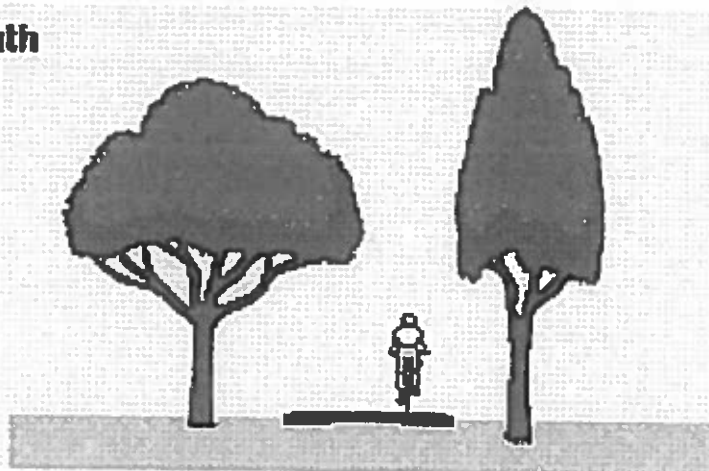
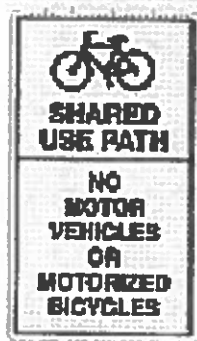
APPENDIX E

CONSTRUCTION DETAILS

Figure 6 Bikeway Classifications

Bikeways includes all facilities that provide primarily for bicycle travel

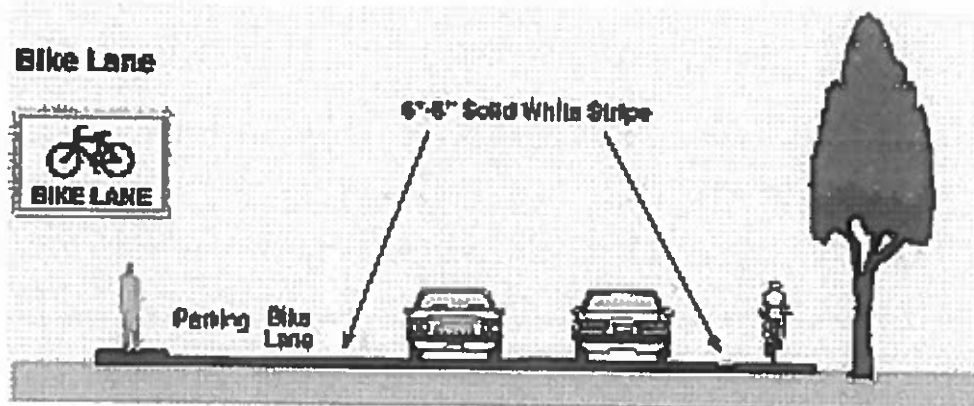
Shared Use Path



CLASS I: Bike Path

Provides a completely separated right of way for the exclusive use of bicycles and pedestrians with cross traffic flow minimized.

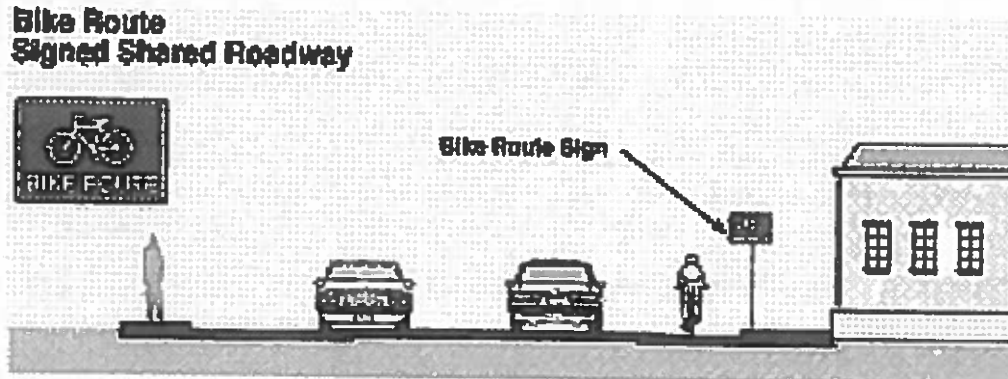
Bike Lane



CLASS II: Bike Lane

Provides a striped lane for one-way bike travel on a street or highway adjacent to auto travel lanes.

Bike Route Signed Shared Roadway



CLASS III: Bike Route

Provides for shared use with pedestrian or motor vehicle traffic.

Figure 9C-102 (CA). Examples of Bicycle Lane Treatment Where Vehicle Parking Is Prohibited/Permitted

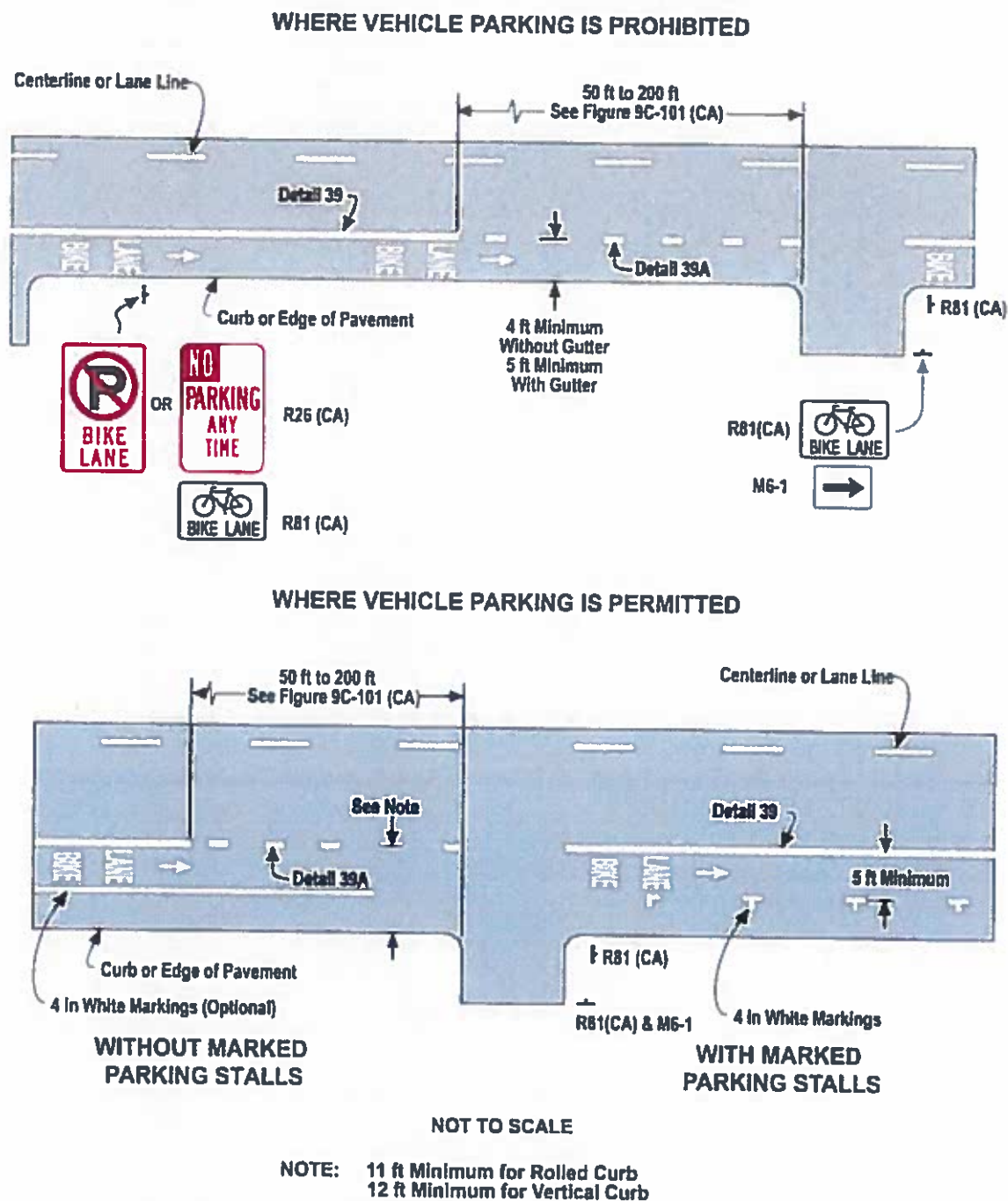
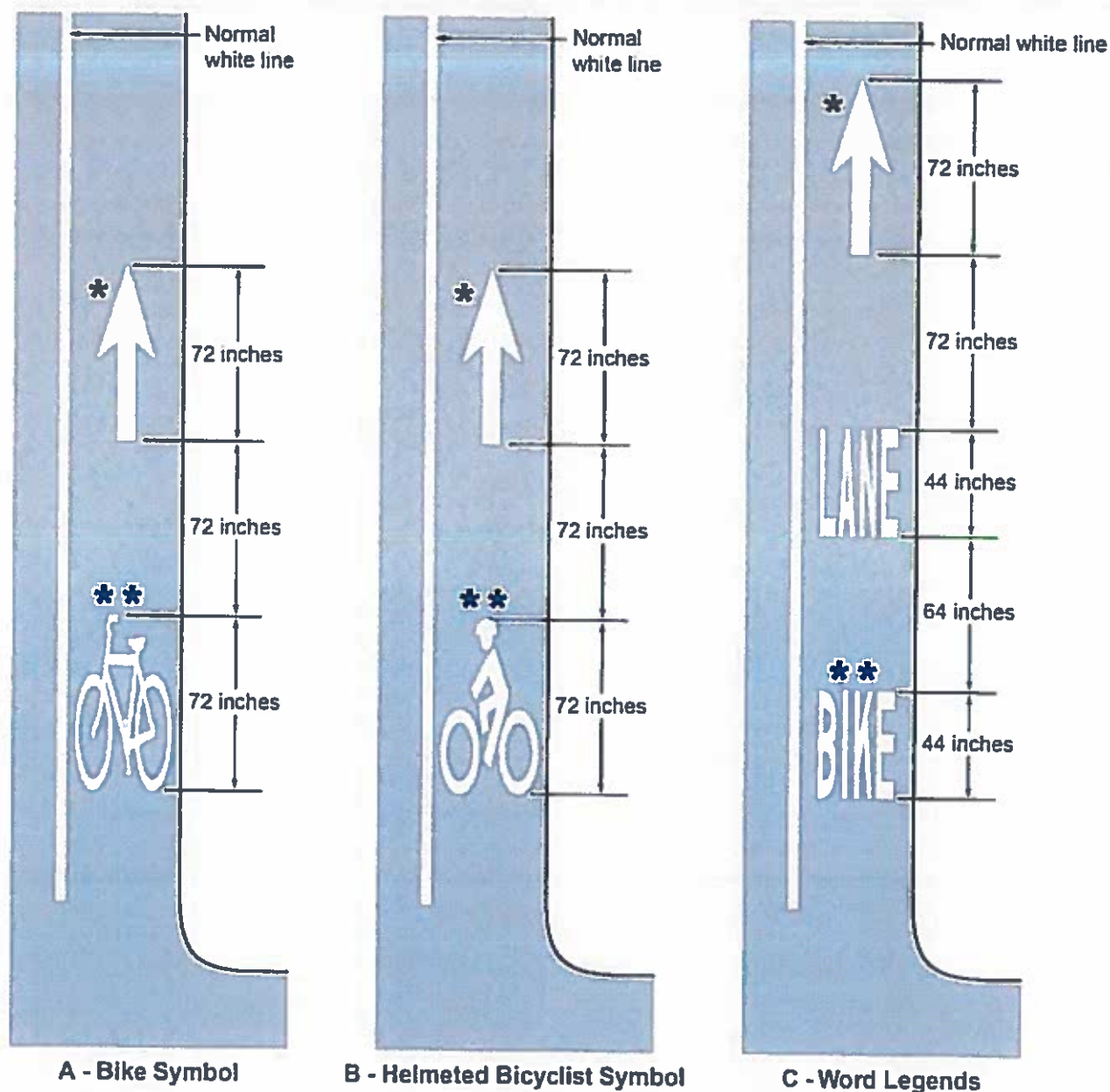
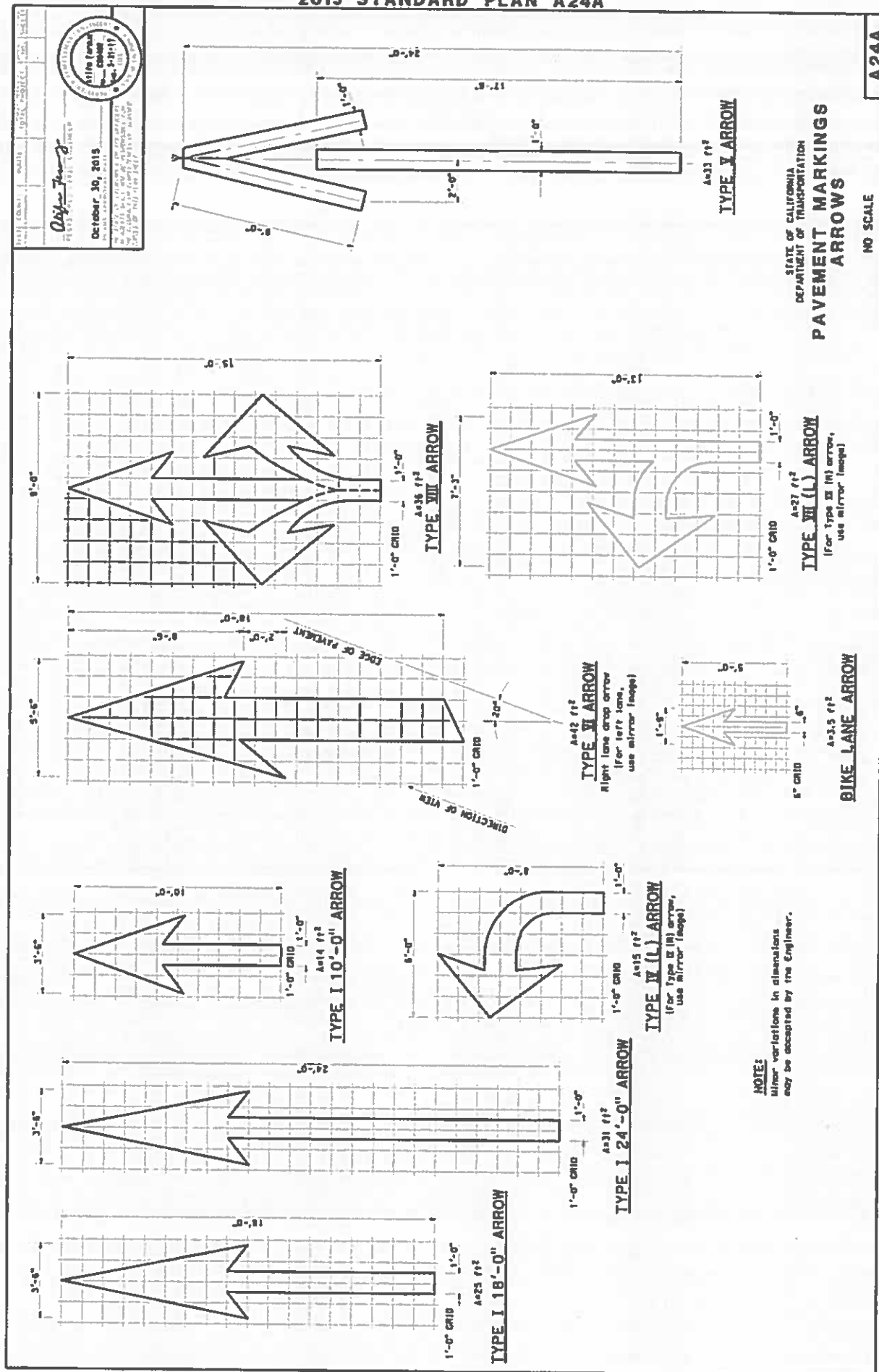


Figure 9C-3. Word, Symbol, and Arrow Pavement Markings for Bicycle Lanes



Legend

- * Optional
- ** Required on far side of each intersection, optional at other locations



2015 STANDARD PLAN A24D

DATE	10/30/15	BY	10/30/15
PROJECT	10/30/15		
October 30, 2015 10/30/15			

RUNAWAY VEHICLES YIELD SLOW WAIT

A=43 ft±2

A=42 ft±2

A=24 ft±2

A=23 ft±2

A=19 ft±2

SCHOOL AHEAD TURN HERE XING

A=35 ft±2

A=31 ft±2

A=24 ft±2

A=26 ft±2

A=21 ft±2

SIGNAL LEFT RIGHT STOP

A=32 ft±2

A=19 ft±2

A=26 ft±2

A=22 ft±2

A=18 ft±2

COMPACT BIKE LANE

A=10 ft±2

A=5 ft±2

A=6 ft±2

NOTES:

1. If a message consists of more than one word, it must read "up", i.e., the first word must be repeated the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

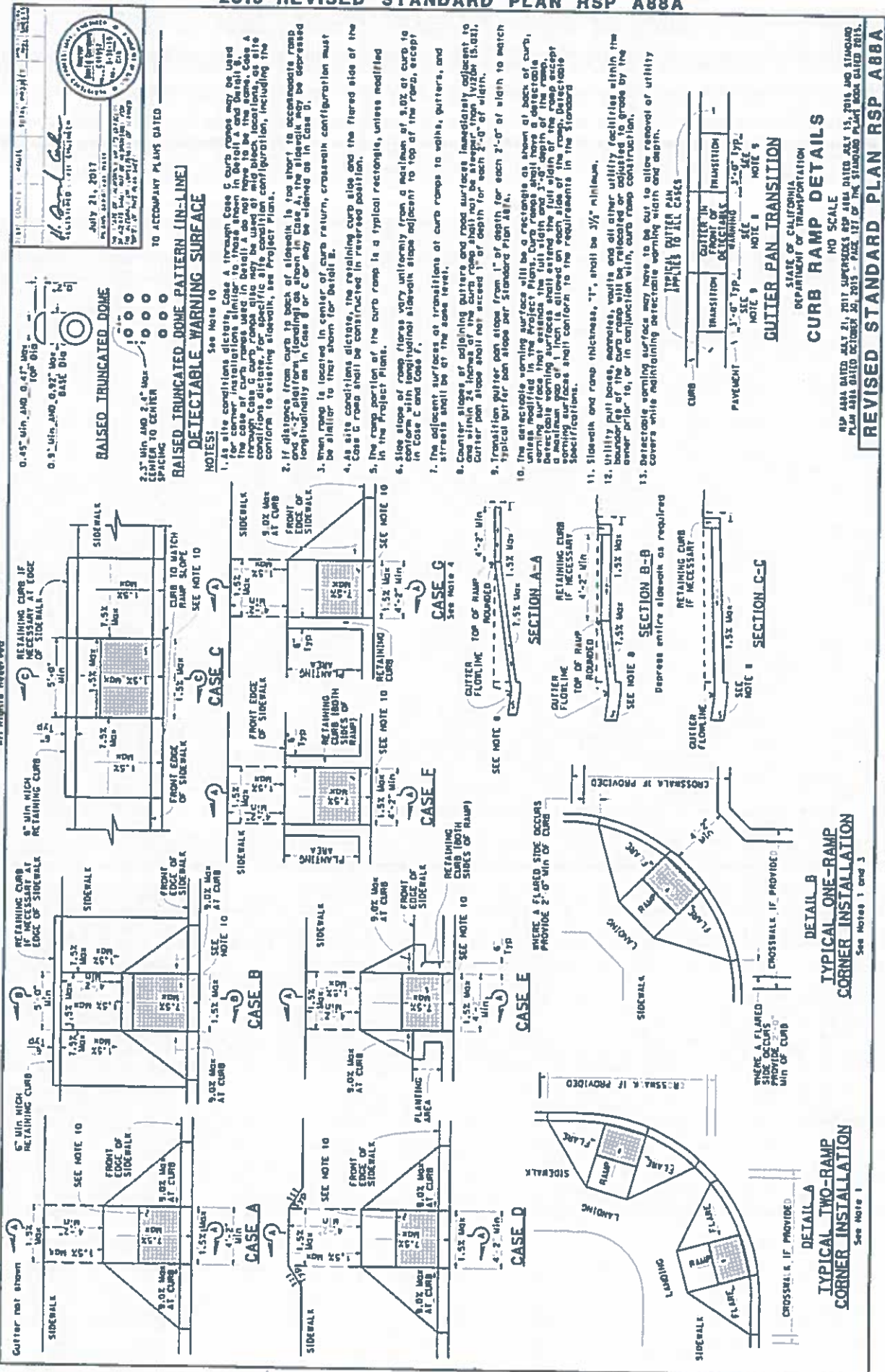
WORD MARKINGS

ITEM	11	ITEM	11	ITEM	11	ITEM	11
XING	31	YIELD	34	BIKE	5	PED	18
AHEAD	31	SCHOOL	35	SLOW	23	COMPACT	10
WAIT	19	SIGNAL	32	STOP	22	RUNAWAY	43
LANE	6	TURN	24	LEFT	19	VEHICLES	42
RIGHT	26	HERE	26				

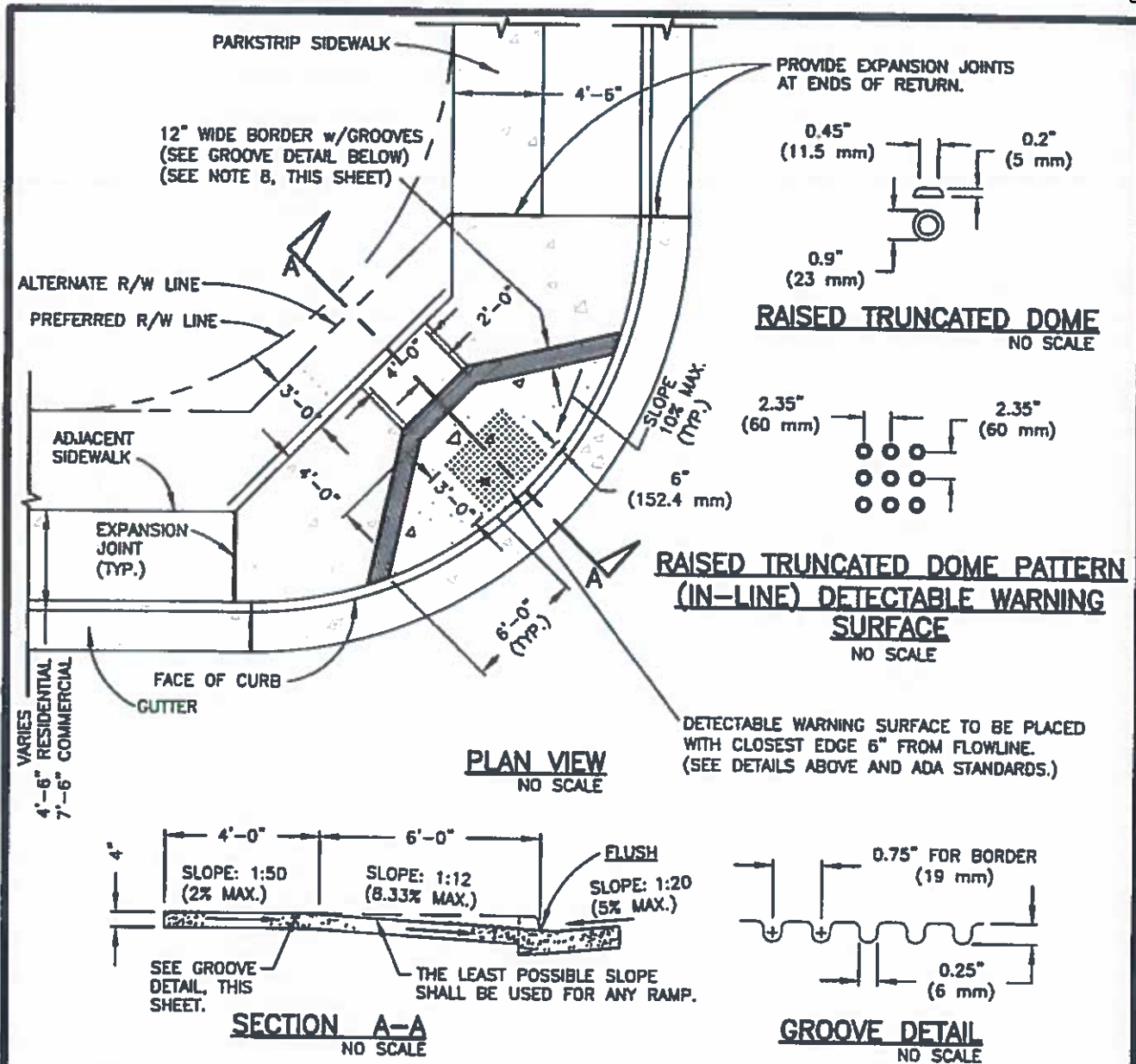
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
WORDS**
NO SCALE

A24D

2015 REVISED STANDARD PLAN RSP A88A

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Attachment: Bike Ped Imp Specs (Bike-Ped Plan)

**NOTES:**

1. RAMPS SHALL HAVE NO ABRUPT CHANGES IN ELEVATION OF ANGLE OF SLOPE.
2. SIDEWALK & RAMP THICKNESS SHALL BE 4". COMPACT SUBGRADE TO 90% MINIMUM.
3. ARTERIAL AND MAJOR COLLECTOR STREET INTERSECTIONS (ARTERIAL-ARTERIAL, ARTERIAL-MAJOR, MAJOR-MAJOR) SHALL HAVE 30' MIN. RADIUS RETURNS WHERE FEASIBLE (CO-21). ALL OTHER STREETS SHALL REQUIRE A 20' MIN. RADIUS RETURN.
4. THERE SHALL BE A 0.20' MIN. ELEVATION CHANGE AROUND A TYPICAL RETURN.
5. FORMS TO REMAIN FOR A MIN. OF 24 HOURS.
6. THERE SHALL BE NO SIDEWALK OBSTRUCTIONS. ALL POWER POLES, STREET LIGHTS, FIRE HYDRANTS & MAIL BOXES SHALL BE SET BACK BEHIND SIDEWALK UNLESS APPROVED OTHERWISE BY CITY ENGINEER.
7. SIDEWALK RAMP SHALL HAVE A HEAVY BROOM FINISH ACROSS THE SLOPE OF THE RAMP.
8. DEEP JOINT TO BE AT PERIMETER OF 12" WIDE BORDER w/GROOVES.
9. SEE CONCRETE NOTES (DRAWING No. CO-32) AND CITY STANDARD SPECIFICATIONS.
10. CONCRETE SHALL BE MINIMUM FIVE SACK MIX. (2500 P.S.I. MIN. IN 28 DAYS).

DEPT. OF PUBLIC WORKS

CITY OF HANFORD

ENGINEERING DIVISION

CURB RAMP DETAIL (20 FOOT RADIUS RETURN)

STANDARD DRAWING

APPROVED BY:

CITY ENGINEER

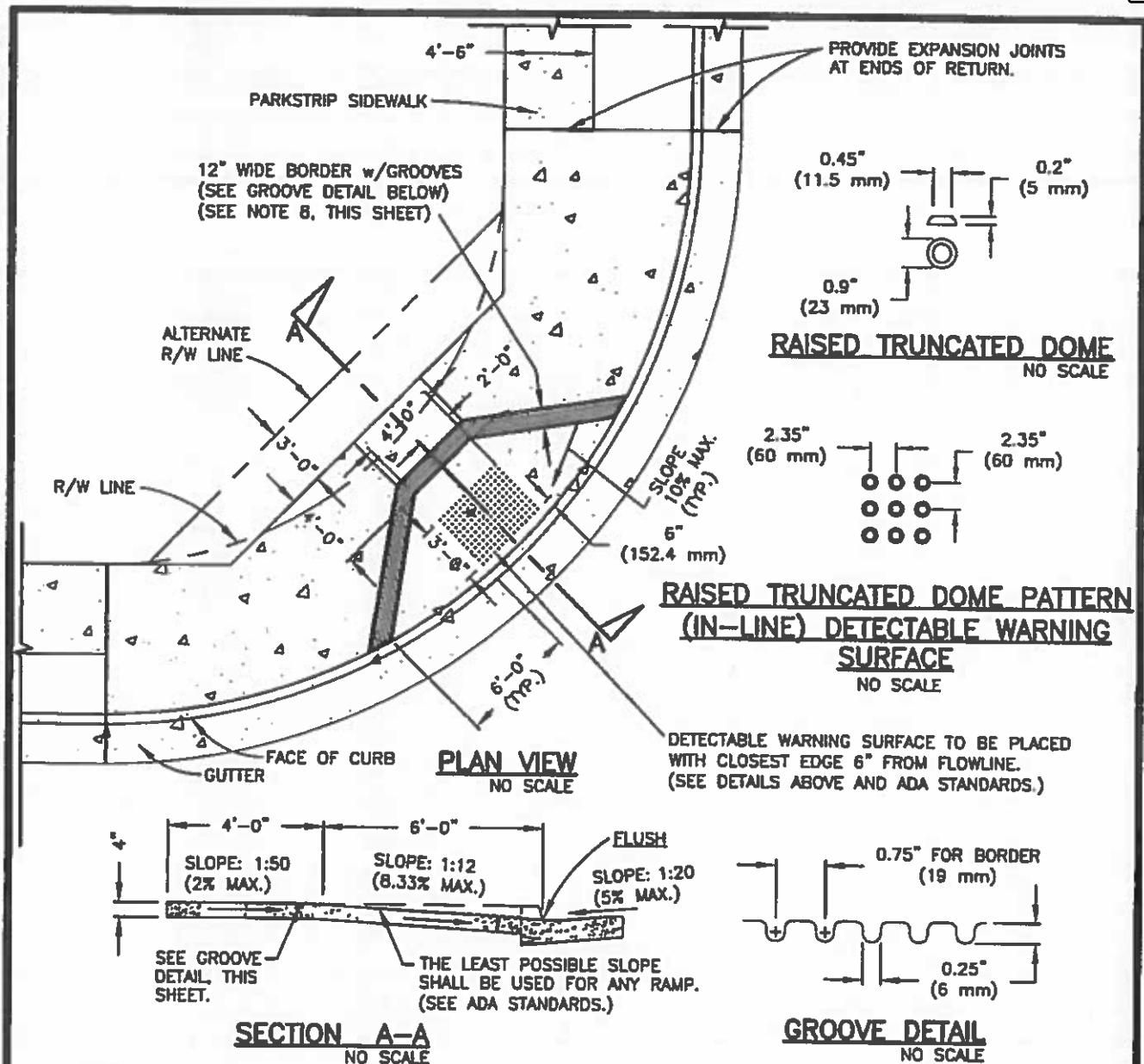
R.C.E. 062044

REVISED:

04/04/06

DRAWING NO.

CO-20



DEPT. OF PUBLIC WORKS

CITY OF HANFORD

ENGINEERING DIVISION

CURB RAMP DETAIL
(30 FOOT RADIUS RETURN)

STANDARD DRAWING

APPROVED BY:

CITY ENGINEER R.C.E. 062044

REVISED:

04/04/06

DRAWING NO.

CO-21

CITY OF HANFORD

DEPARTMENT OF PUBLIC WORKS, ENGINEERING DIVISION

FY 16/17

BICYCLE AND PEDESTRIAN FACILITIES IMPROVEMENTS

VARIOUS LOCATIONS IN THE CITY OF HANFORD

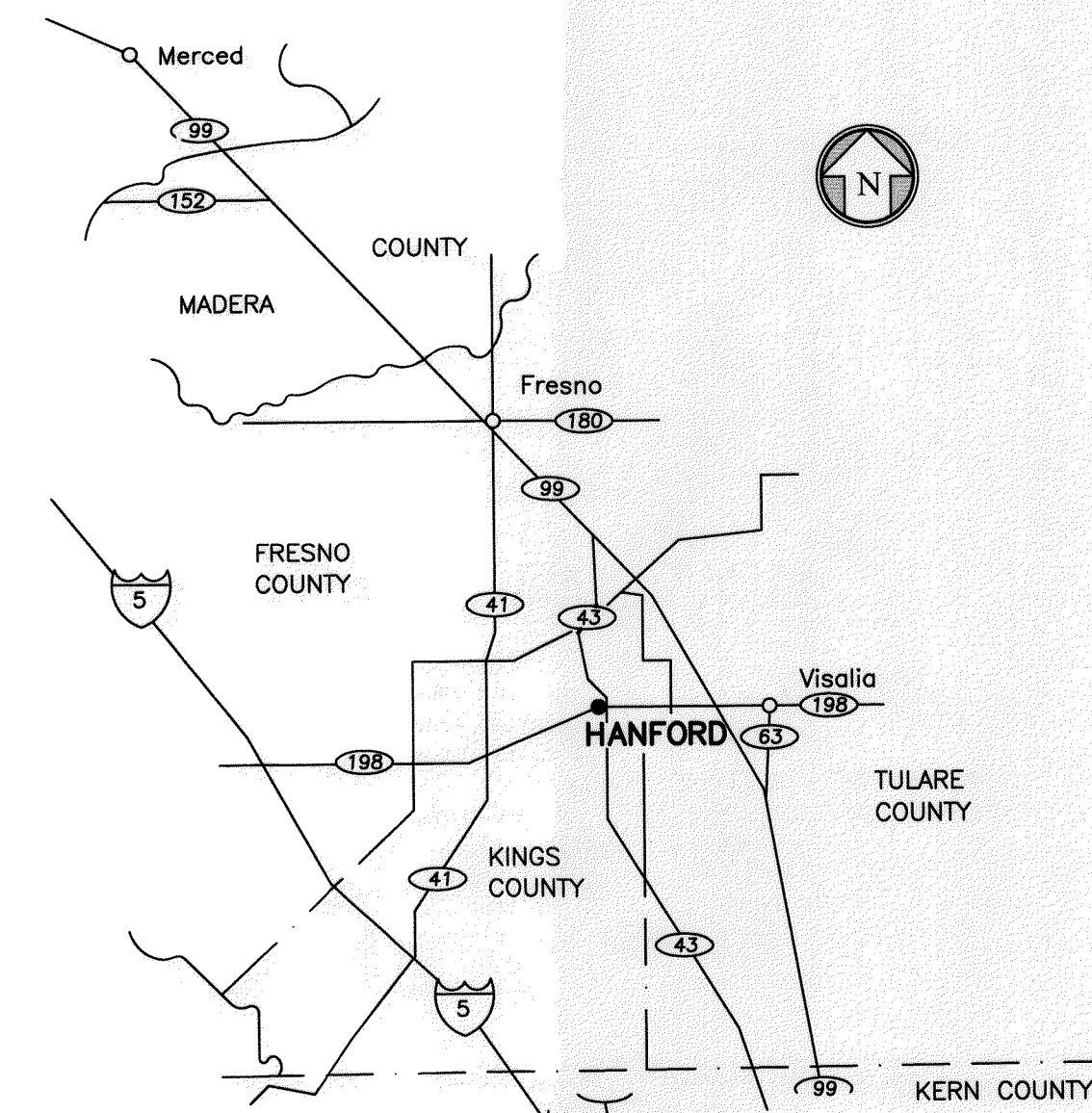
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SHEET INDEX

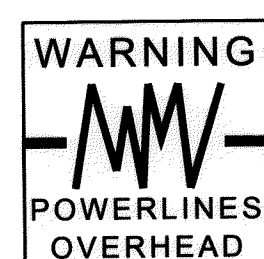
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- 2-GENERAL NOTES AND DETAILS
- 3-SHEET INDEX-SOUTH
- 4-SHEET INDEX-NORTH
- 5-MARTIN LUTHER KING JR. ELEMENTARY SCHOOL
- 6-LINCOLN ELEMENTARY SCHOOL
- 7-LINCOLN ELEMENTARY SCHOOL
- 8-ROOSEVELT ELEMENTARY SCHOOL
- 9-HANFORD WEST HIGH SCHOOL
- 10-HANFORD WEST HIGH SCHOOL
- 11-WILSON JUNIOR HIGH SCHOOL
- 12-WILSON JUNIOR HIGH SCHOOL
- 13-SIERRA PACIFIC HIGH SCHOOL
- 14-SIERRA PACIFIC HIGH SCHOOL
- 15-JEFFERSON ELEMENTARY SCHOOL
- 16-LEE RICHMOND ELEMENTARY & JOHN F. KENNEDY JR. HIGH SCHOOL
- 17-LEE RICHMOND ELEMENTARY & JOHN F. KENNEDY JR. HIGH SCHOOL
- 18-FRONTIER ELEMENTARY SCHOOL
- 19-SIMAS ELEMENTARY SCHOOL
- 20-SIMAS ELEMENTARY SCHOOL
- 21-HANFORD HIGH SCHOOL
- 22-HANFORD HIGH SCHOOL
- 23-HANFORD HIGH SCHOOL
- 24-MONROE ELEMENTARY SCHOOL
- 25-MONROE ELEMENTARY SCHOOL
- 26-WASHINGTON ELEMENTARY SCHOOL
- 27-WASHINGTON ELEMENTARY SCHOOL
- 28-HAMILTON ELEMENTARY SCHOOL
- 29-PIONEER MIDDLE SCHOOL
- 30-PIONEER MIDDLE SCHOOL
- 31-CLASS II BICYCLE LANES-SEVENTH ST. & UNIVERSITY AVE.
- 32-CLASS II BICYCLE LANES-CENTENNIAL DRIVE
- 33-CLASS II BICYCLE LANES-REDINGTON ST. & 10TH AVE.
- 34-CLASS III BICYCLE ROUTES-HOUSTON AVENUE
- 35-CLASS III BICYCLE ROUTES-HUME AVE. & HANFORD-ARMONA RD.
- 36-CLASS III BICYCLE ROUTES-DAVIS STREET & FOURTH STREET
- 37-CLASS III BICYCLE ROUTES-THIRD STREET
- 38-CLASS III BICYCLE ROUTES-CENTENNIAL DR. & MALL DR.
- 39-CLASS III BICYCLE ROUTES-MALL-KINGS COUNTY-LIBERTY
- 40-CLASS III BICYCLE ROUTES-GARNER AVE. & LACEY BLVD.
- 41-CLASS III BICYCLE ROUTES-LACEY BOULEVARD
- 42-CLASS III BICYCLE ROUTES-IVY, ELM, & GRANGEVILLE
- 43-CLASS III BICYCLE ROUTES-MUSTANG, BERKSHIRE, & MUSCAT
- 44-CLASS III BICYCLE ROUTES-LELAND WAY
- 45-CLASS III BICYCLE ROUTES-CORTNER STREET
- 46-CLASS III BICYCLE ROUTES-PEPPER DR. & ASPEN ST.
- 47-CLASS III BICYCLE ROUTES-ENCORE DRIVE
- 48-CLASS III BICYCLE ROUTES-13TH AVE. & 12TH AVE.
- 49-CLASS III BICYCLE ROUTES-12TH AVENUE
- 50-CLASS III BICYCLE ROUTES-FITZGERALD LANE
- 51-CLASS III BICYCLE ROUTES-CAMPUS DRIVE
- 52-CLASS III BICYCLE ROUTES-GLACIER AVENUE
- 53-CLASS III BICYCLE ROUTES-ECHO, MILPAS, & 11½
- 54-CLASS III BICYCLE ROUTES-11TH AVENUE
- 55-CLASS III BICYCLE ROUTES-11TH AVENUE
- 56-CLASS III BICYCLE ROUTES-JONES, WILLIAMS, & 10½
- 57-CLASS III BICYCLE ROUTES-10TH AVENUE
- 58-CLASS III BICYCLE ROUTES-MISSION DRIVE & NEILL WAY
- 59-CLASS III BICYCLE ROUTES-9½ AVENUE

CONTACT INFORMATION

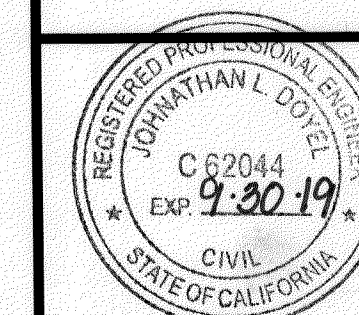
PUBLIC WORKS DIRECTOR, LOU CAMARA (559) 585-2567
PW UTILITIES DIRECTOR/CITY ENGINEER, JOHNATHAN DOYLE (559) 585-2571
DEPUTY CITY ENGINEER, LISA DOCK (559) 585-2555
UTILITIES SUPERINTENDENT, MIKE COSENZA (559) 585-2564
SOUTHERN CALIFORNIA Edison CO. DAVID LOFTIN (559) 684-3557
RAN ROBLETS (559) 739-4970
SOUTHERN CALIFORNIA GAS CO., BETH COSTA (559) 739-2319
COMCAST, MIKE CORRAL (559) 217-9003
LEVEL 3 COMMUNICATIONS (FIBER), BARRY CISNEROS (559) 259-1880
USA 811 OR 1-800-645-2444
BNSF, JOHN FLEMING (209) 460-6175
PROJECT ENGINEER, LISA DOCK (559) 585-2555



LOCATION MAP



LOCATIONS DETERMINED BY THE
JANUARY 2016 PEDESTRIAN AND
BICYCLE MASTER PLAN "HIGH" AND
"MEDIUM" PRIORITY 2016 BIKEWAY
PROJECT IMPROVEMENTS

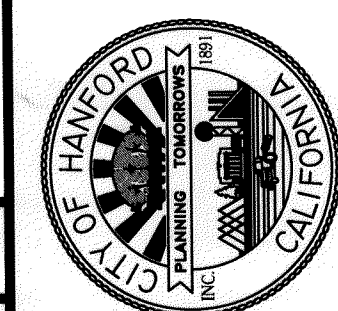


APPROVED

JOHNATHAN DOYEL, R.C.E. 62044
UTILITIES AND ENGINEERING DIRECTOR

2/27/18

APPROVAL DATE



PROJECT NO.: 170080
DRAWN BY: M. HAMILTON
QA/QC BY: L. WALLIS-DUTRA
SCALE: NO SCALE
SHEET NO.: 1 OF 50

GENERAL NOTES

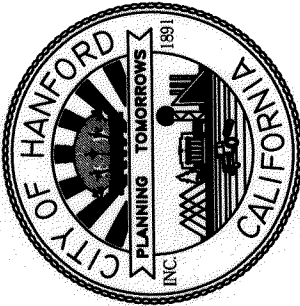
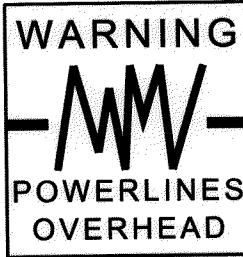
- ALL LABOR, MATERIALS, AND WORKMANSHIP SHALL CONFORM WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS CONSISTING OF THESE PLANS AND SPECIFICATIONS, CITY OF HANFORD IMPROVEMENT STANDARDS, CALTRANS STATE STANDARD PLANS AND SPECIFICATIONS (2015), AND THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD).
- THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY AND ALL CONFLICTS BETWEEN CONTRACT DOCUMENTS AND THE ACTUAL SITE CONDITIONS PRIOR TO COMMENCING WORK IN ANY GIVEN AREA AND ALLOW FOR TIME FOR THE ENGINEER TO ISSUE RESOLUTION TO ANY PROPOSED CONFLICTS. THE CONTRACTOR SHALL CONTINUE WORK IN OTHER AREAS OF THE PROJECT WITHOUT SUCH CONFLICTS UNTIL THE ENGINEER HAS ISSUED RESOLUTION BY CHANGE ORDER OR OTHER PROJECT APPROVED LINES OF COMMUNICATION.
- THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, AND THAT THESE REQUIREMENTS SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OF HANFORD AND ENGINEER.
- THE CONTRACTOR SHALL SUBMIT ANY NECESSARY TRAFFIC CONTROL PLANS FOR REVIEW AND APPROVAL BY THE CITY AND CALTRANS PRIOR TO ANY WORK IN STREET RIGHT OF WAY. THE CONTRACTOR SHALL INSTALL AND MAINTAIN APPROVED TRAFFIC CONTROL DEVICES FOR TRAFFIC CONTROL PRIOR TO COMMENCEMENT OF ANY WORK WITHIN THE PUBLIC RIGHTS OF WAY IN ACCORDANCE WITH THE APPROVED TRAFFIC CONTROL PLANS AND PERMITS ISSUED BY OTHER AGENCIES INVOLVED IN THE PROJECT. THE CONTRACTOR SHALL PROVIDE ALL BARRICADES, SAFETY DEVICES, AND TRAFFIC CONTROL NECESSARY TO COMPLETE THE PROJECT AND TAKE ADEQUATE MEASURES TO PROTECT THE PUBLIC AND THE ADJACENT PRIVATE PROPERTIES AND AGRICULTURAL OPERATIONS. OPEN TRENCHES SHALL HAVE NECESSARY BARRICADES AND/OR DEVICES AND ALL SIGNING, DETOURING, AND BARRICADING SHALL CONFORM TO THE CA MUTCD.
- THE CONTRACTOR SHALL PROVIDE DUST CONTROL AS REQUIRED TO PREVENT DISCOMFORT OR DAMAGE TO NEIGHBORING PROPERTY AND PROVIDE FOR CONSTRUCTION EQUIPMENT EMISSIONS CONTROL AS REQUIRED BY THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT PERMITS.
- THE CONTRACTOR SHALL BE LICENSED AS A CLASS "A" GENERAL ENGINEERING CONTRACTOR AND ALL SUBCONTRACTORS SHALL POSSESS THE APPROPRIATE CLASS "B" OR "C" OR OTHER SPECIALTY LICENSE AS REQUIRED BY THE CATEGORY OF WORK TO BE PERFORMED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 9, DIVISION 3 OF THE BUSINESS AND PROFESSIONS CODE.
- CONTRACTOR SHALL PERFORM ALL WORK NECESSARY TO COMPLETE THE CONTRACT IN A SATISFACTORY MANNER PROVIDING ALL MATERIALS, LABOR, EQUIPMENT, AND INCIDENTALS NECESSARY TO COMPLETE THE WORK IN A TIMELY FASHION UNLESS SPECIFIED OTHERWISE.
- CONTRACTOR SHALL NOTIFY THE APPROPRIATE AGENCY AT LEAST 8 DAYS PRIOR TO COMMENCING WORK SO THAT SAID AGENCY MAY PRESERVE SURVEY MONUMENTS AND BENCH MARKS, WHICH MAY NOT BE DISTURBED WITHOUT AGENCY CONSENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING DESTROYED SURVEY MONUMENTS AND BENCHMARKS. THIS WORK SHALL BE DONE UNDER THE SUPERVISION OF A LICENSED LAND SURVEYOR.
- ANY EXISTING IMPROVEMENTS OR UTILITY REMOVED, DAMAGED, OR UNDERCUT BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED OR REPLACED AS DIRECTED BY THE APPROPRIATE PUBLIC AGENCY OR UTILITY COMPANY INVOLVED IN ACCORDANCE WITH THEIR RESPECTIVE REQUIREMENTS AT THE CONTRACTOR'S SOLE EXPENSE.
- UNAUTHORIZED CHANGES AND USES: THE ENGINEER PREPARING THESE PLANS SHALL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS BY OTHERS. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER ANY PROPOSED MODIFICATIONS AND/OR CHANGES TO THE PLANS AND SPECIFICATIONS IN WRITING WITH SUFFICIENT DETAILED INFORMATION AND TIME TO ALLOW THE ENGINEER TO CONDUCT AN ANALYSIS OF THE PROPOSED CHANGE AND PREPARE A WRITTEN RESPONSE TO THE CONTRACTOR. APPROVED CHANGES AND/OR MODIFICATIONS TO THE PLANS AND SPECIFICATIONS SHALL BE ISSUED BY THE ENGINEER AS CHANGE ORDERS.
- THESE PLANS ARE THE PROPERTY AND COPYRIGHT OF THE ENGINEER AND SHALL NOT BE USED ON ANY OTHER WORK EXCEPT BY WRITTEN AGREEMENT WITH THE ENGINEER. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND FIELD DIMENSIONS SHALL BE VERIFIED ON THE JOB SITE. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE START OF ANY WORK.
- THE CONTRACTOR SHALL CONTACT THE "USA" UNDERGROUND LOCATOR SERVICE AT 1-800-642-2444 OR 811 A MINIMUM 2 WORKING DAYS PRIOR TO ANY EXCAVATION OR WORK IN THE AREA.
- ALL CONFLICTING TRAFFIC LINES AND PAVEMENT MARKINGS SHALL BE COMPLETELY REMOVED BY LIGHTLY GRINDING OR WET SANDBLASTING. IF GRINDING, THE CONTRACTOR SHALL SLURRY SEAL PAVEMENT. SLURRY SEAL SHALL MEET CITY STANDARD SPECIFICATIONS.
- STRIPING PROCEDURES SHALL BE PER THE CITY OF HANFORD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- ALL NEW CROSSWALKS SHALL BE 10 FEET, INSIDE EDGE TO INSIDE EDGE. NEW HIGH VISIBILITY LADDER TYPE CROSSWALKS SHALL HAVE 1" OUTSIDE EDGE STRIPE AND 2' CENTER STRIPES WITH 4' SPACINGS. SPACES BETWEEN MARKINGS MUST BE PLACED IN WHEEL TRACKS OF EACH LANE. ALL EXISTING HIGH VISIBILITY LADDER TYPE CROSSWALKS SHALL BE REPAINTED IN THEIR EXISTING CONFIGURATIONS.
- ALL CROSSWALKS, PAVEMENT LEGENDS, AND ARROWS SHALL BE THERMOPLASTIC PAINT AND MEET CITY STANDARD SPECIFICATIONS.
- ALL EXISTING SIGNS AND POSTS TO BE REMOVED SHALL BE SALVAGED AND RETURNED TO THE CITY. ALL SIGNS AND POSTS SHALL BE NEW. ALL NEW SIGNS SHALL MEET CURRENT CA MUTCD REQUIREMENTS. ALL NEW POSTS AND MOUNTINGS SHALL BE PER CITY STANDARDS AND THESE PLANS AND SPECIFICATIONS, UNLESS SPECIFIED.
- ALL STRIPING AND PAVEMENT MARKINGS ARE EXISTING UNLESS OTHERWISE SHOWN.
- SCHOOL WARNING SIGNS AND ASSOCIATED SUPPLEMENTAL PLAQUES SHALL BE FLUORESCENT YELLOW-GREEN AS INDICATED IN THE CA MUTCD, UNLESS NOTED OTHERWISE IN SAID MANUAL. CONTRACTOR SHALL REPLACE ANY EXISTING SCHOOL WARNING SIGNS AND ASSOCIATED PLAQUES IF THEY ARE NOT FLUORESCENT YELLOW-GREEN, EVEN IF THEY ARE INDICATED TO REMAIN.
- DIRECTIONAL ARROW AUXILIARY SIGNS (M6-1, M6-3, AND M6-4) USED ON CLASS II BICYCLE ROUTES SHALL BE GREEN BACKGROUND WITH WHITE SYMBOLS.
- RAMPED CURB RETURNS SHOWN TO BE CONSTRUCTED OR RECONSTRUCTED SHALL BE LISTED AS AN ALTERNATIVE BID ITEM UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL REMOVE POSTS AND RESTORE HOLE/CONCRETE PLUG/GRASS/AC, ETC. TO ADJACENT CONDITIONS AT ALL DISTURBED LOCATIONS.

SIGN PLACEMENT NOTES

- SIGNS INSTALLATIONS SHOWN ON PLANS ARE SCHEMATIC IN NATURE. ALL SIGN PLACEMENT SHALL CONFORM TO THE CALIFORNIA MUTCD. CONTACT CITY INSPECTOR FOR APPROVAL PRIOR TO PLACEMENT OF ALL SIGNS.
- SIGNS IN RESIDENTIAL AND COMMERCIAL AREAS SHOULD BE PLACED AT PROPERTY LINES WHERE POSSIBLE, AND CLEAR OF SURROUNDING VISUAL OBSTRUCTIONS. SIGNS LOCATED AT INTERSECTIONS SHOULD BE PLACED 100' MINIMUM FROM CURB RETURNS.
- AT LOCATIONS WITHOUT CURB, SIGNS SHOULD BE PLACED 6' FROM THE EDGE OF SHOULDER. AT LOCATIONS WITH CURB ADJACENT SIDEWALK, SIGNS SHOULD BE PLACED AT BACK OF SIDEWALK AND SHALL MAINTAIN 4' MINIMUM CLEAR SPACE FOR PEDESTRIANS. AT LOCATIONS WITH NO SIDEWALK OR A LANDSCAPE STRIP BETWEEN SIDEWALK AND CURB, SIGNS SHOULD BE PLACED 24" MINIMUM FROM CURB. ALL SIGNS SHALL BE INSTALLED WITHIN CITY RIGHT OF WAY.

RAMP NOTE

- ONLY RAMPED CURB RETURNS LABELED "(INCLUDED IN BASE BID)" ON THE PLANS ARE INCLUDED IN THE BASE BID AS NEW OR RECONSTRUCTED RAMPED CURB RETURNS. FINAL QUANTITIES AND LOCATIONS OF RAMPED CURBS RETURNS TO BE INCLUDED IN THE ALTERNATE BID WILL BE DETERMINED BY THE CITY ENGINEER.



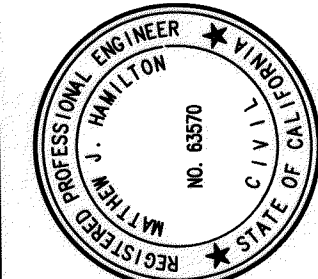
PROJECT NO.: 170080
DRAWN BY:
M. MERRILL
QA/QC BY:
L. WALLIS-DUTRA
SCALE:
AS SHOWN
SHEET NO.: 2 OF 59

BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS
GENERAL NOTES AND DETAILS

APPROVED BY:

2/16/2018
DATE

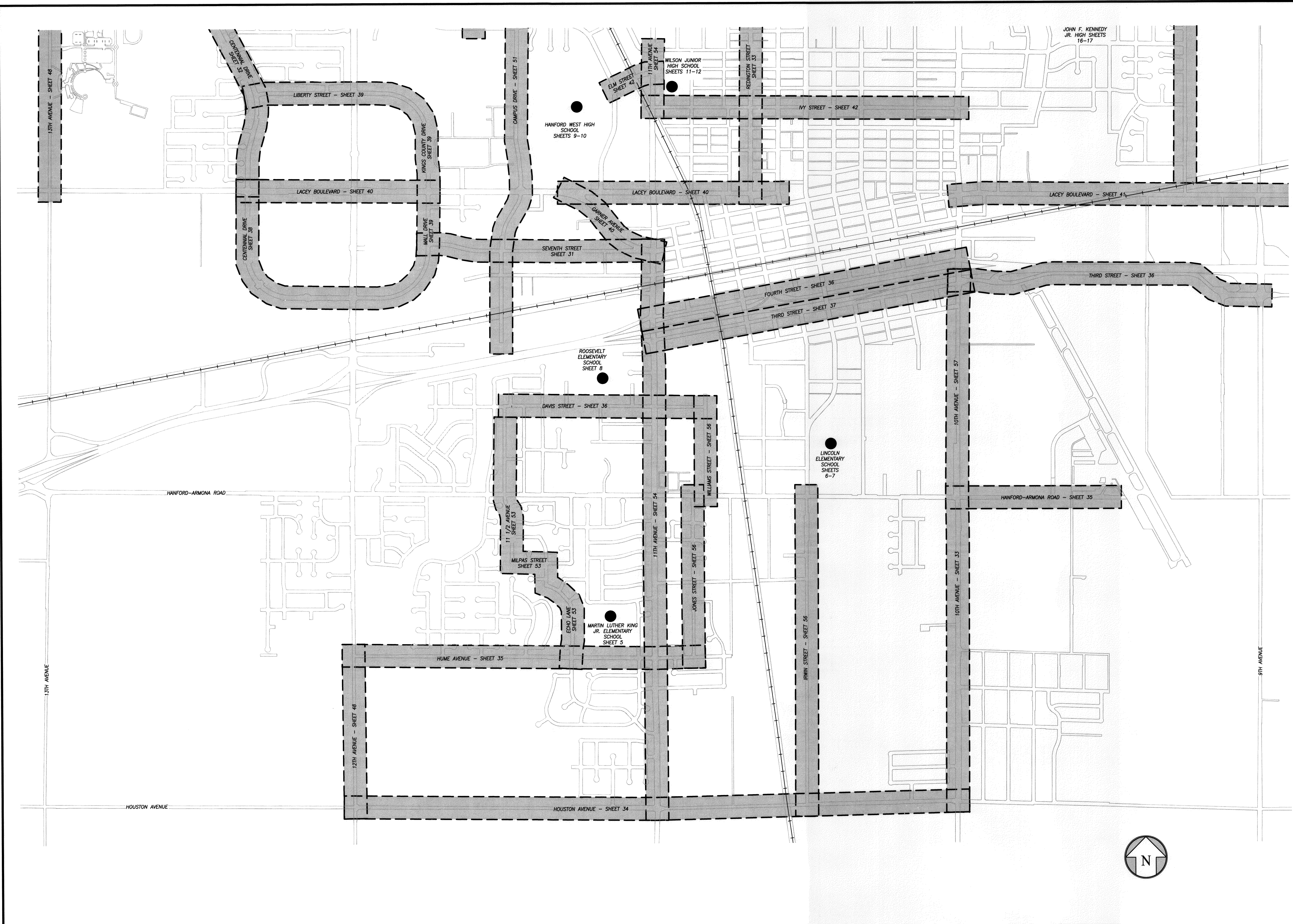
Matthew J. Hamilton
MATTHEW J. HAMILTON
DESIGN ENGINEER
R.C.E. 03970



REVISIONS

No.

DATE



DATE

REVISIONS

No.

REGISTERED PROFESSIONAL ENGINEER

MATTHEW J. HAMILTON

NO. 63570

CIVIL

APPROVED BY:

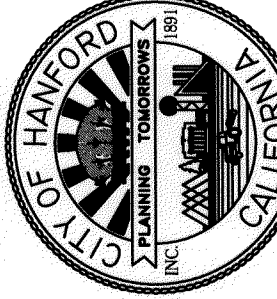


2/19/2018

DATE

R.C.E. 63570

DESIGN ENGINEER



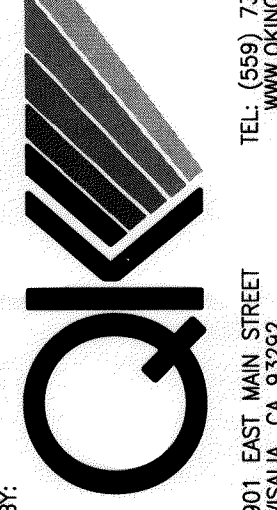
PROJECT NO.: 170080

DRAWN BY: M. MORRILL

QA/QC BY: L. WALLIS-DUTRA

SCALE: NO SCALE

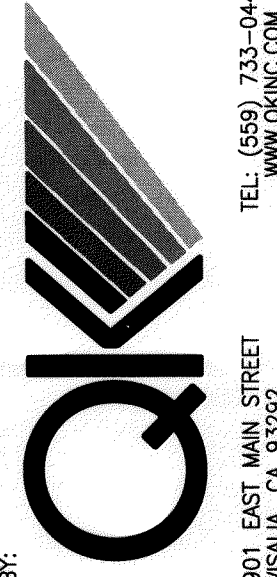
SHEET NO.: 3 OF 59



901 EAST MAIN STREET

STANFORD, CA 94404

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BY:

TEL: (559) 733-0440

STANFORD, CA 94404

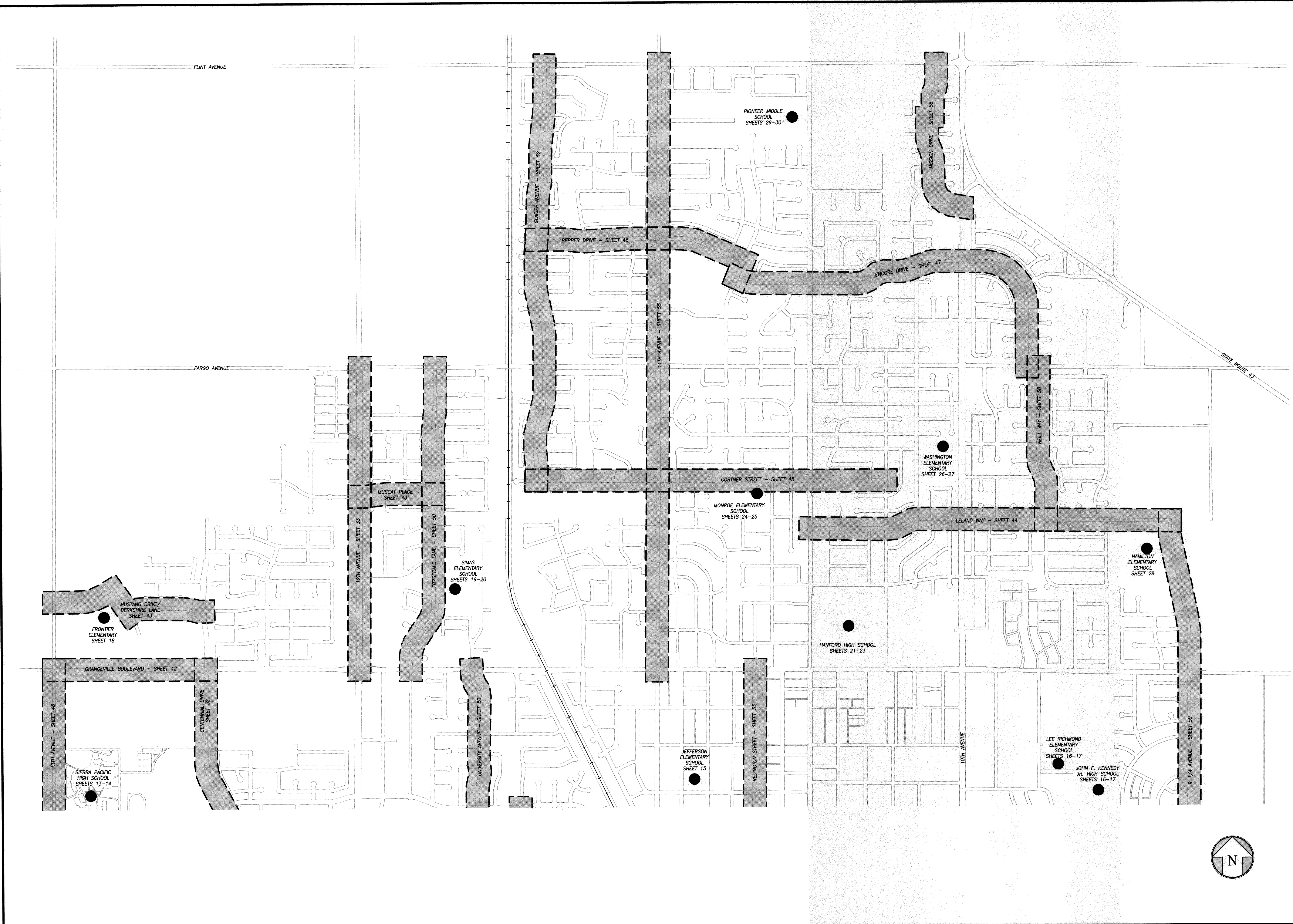
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BICYCLE AND PEDESTRIAN FACILITIES IMPROVEMENTS

SHEET INDEX - SOUTH

Attachment: 00-FULL SETa (Bike-Ped Plan)

Packet Pg. 175



DATE

REVISIONS

No.

REGISTERED PROFESSIONAL ENGINEER
J. HAMILTON
No. 63570
STATE OF CALIFORNIA

APPROVED BY:

2/19/2018

DATE

DESIGN ENGINEER

R.C.E. 63570

PROJECT NO.: 170080

DRAWN BY:
M. MERRILL

QA/QC BY:
L. WALLIS-DUTRA

SCALE:
NO SCALE

SHEET NO.:
4 OF 59

CITY OF HANFORD

PLANNING & COMMUNITY DEVELOPMENT

901 EAST MAIN STREET
HANFORD, CA 93233
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BY:

TEL: (559) 735-0440

FAX: (559) 735-0441

BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS

SHEET INDEX - NORTH

Attachment: 00-FULL SETa (Bike-Ped Plan)

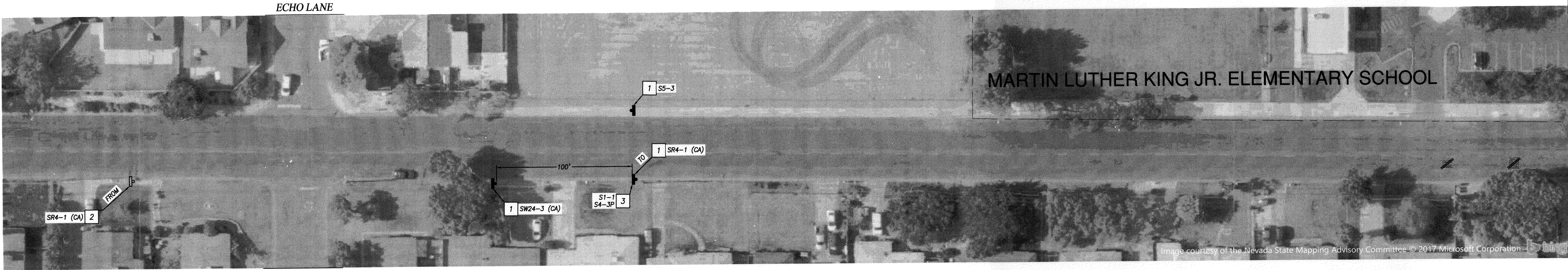
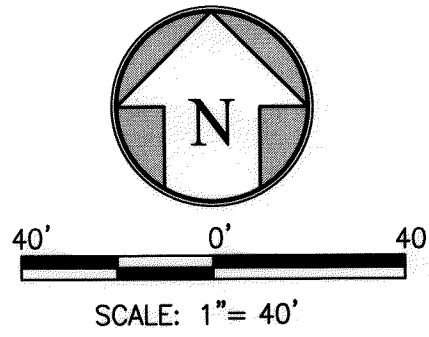
Packet Pg. 176

CONSTRUCTION NOTES

- 1 INSTALL NEW OR RELOCATED SIGN(S), AS NOTED, AND SIGN POST.
- 2 RELOCATE EXISTING SIGN(S), AS NOTED.
- 3 REMOVE AND SALVAGE EXISTING SIGN(S), AS NOTED, AND SIGN POST.
- 4 REMOVE EXISTING CROSSWALK.
- 5 INSTALL HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW).
- 6 CONSTRUCT NEW RAMPED CURB RETURN.
- 7 RECONSTRUCT RAMPED CURB RETURN.
- 8 INSTALL YELLOW CROSSWALK.
- 9 REPAINT EXISTING HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW).

LEGEND

- EXISTING SIGN(S), AS NOTED, AND SIGN POST TO REMAIN, UNLESS OTHERWISE NOTED.
- NEW OR RELOCATED SIGN(S), AS NOTED.
- SCHOOL BOUNDARY.
- REMOVE EXISTING STRIPING AND/OR PAVEMENT MARKINGS AS NOTED.

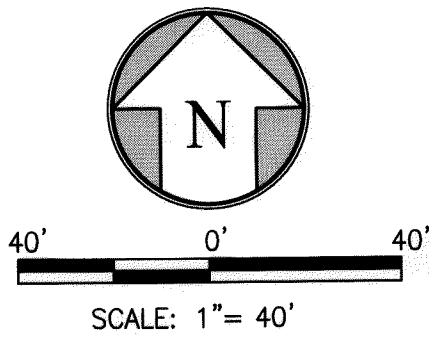
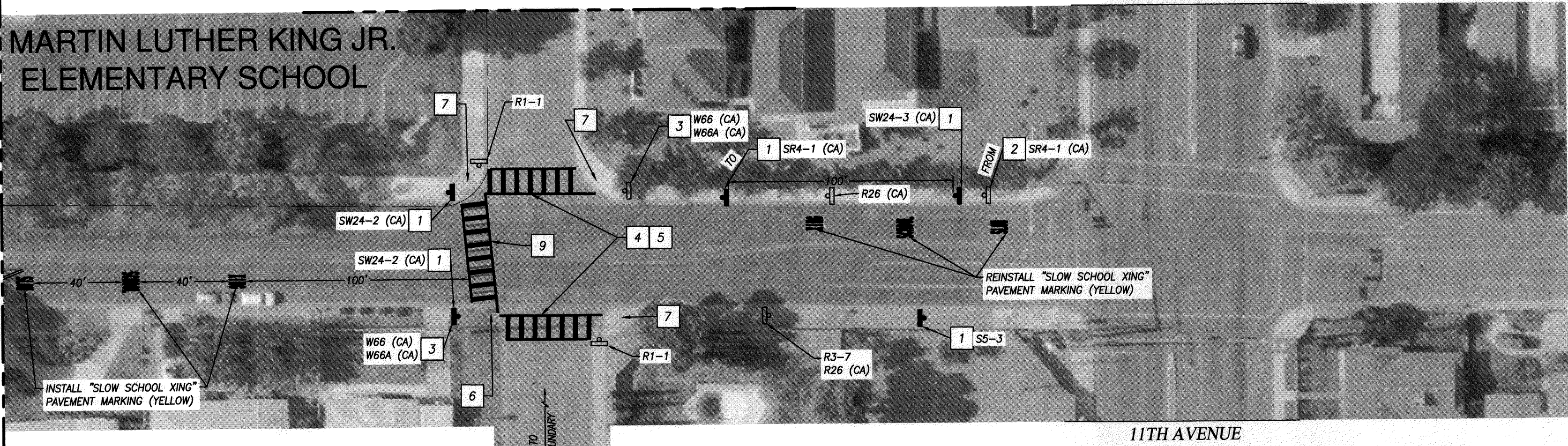


MATCHLINE A
SEE BELOW

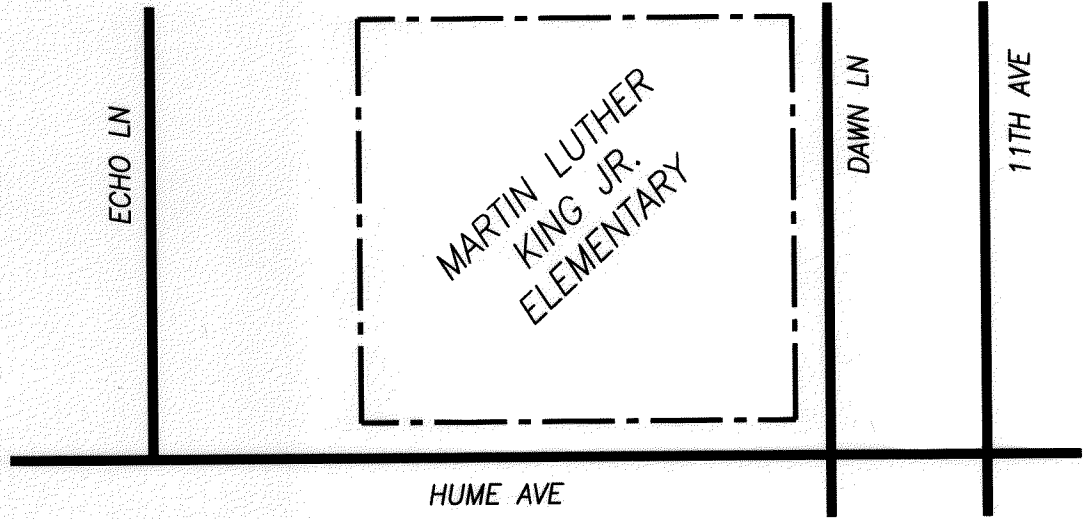
HUME AVENUE

(SEE ALSO SHEET 35)

MATCHLINE B
SEE BELOW



MATCHLINE A
SEE ABOVE



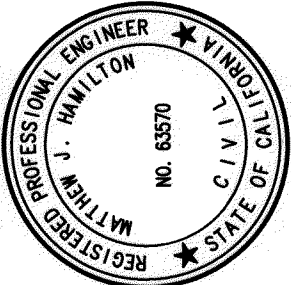
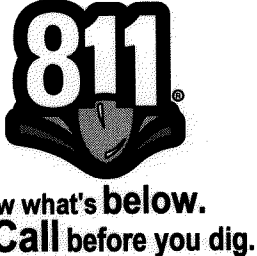
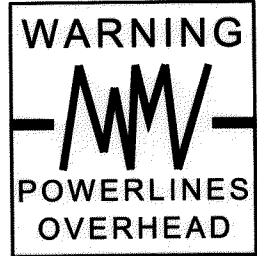
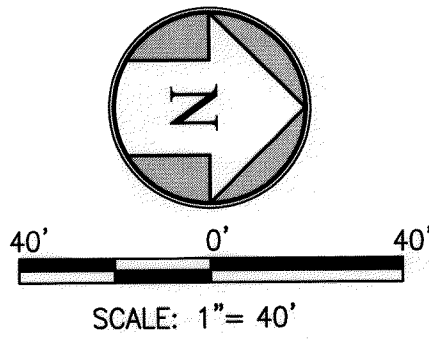
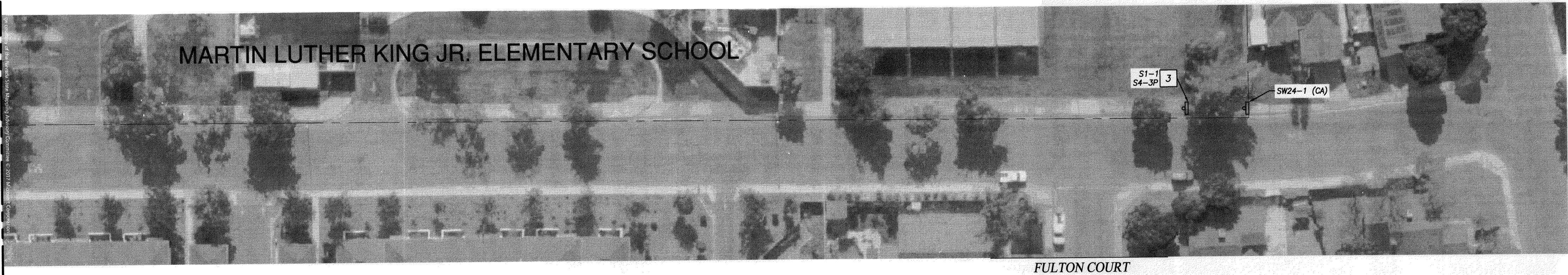
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HUME AVENUE

(SEE ALSO SHEET 35)

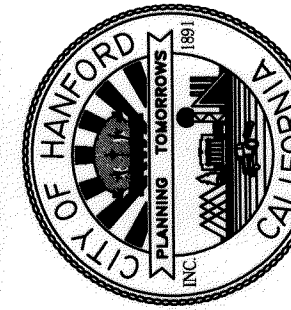
DAWN LANE

MATCHLINE B
SEE ABOVE



APPROVED BY: *[Signature]*
DATE: 2/19/2018
R.C.E. 63570
DESIGN ENGINEER

BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS
MARTIN LUTHER KING JR.
ELEMENTARY SCHOOL



PROJECT NO.: 170080
DRAWN BY: M. MERRILL
QA/QC BY: L. WALLIS-DUTRA
SCALE: AS SHOWN
SHEET NO.: 5 OF 59

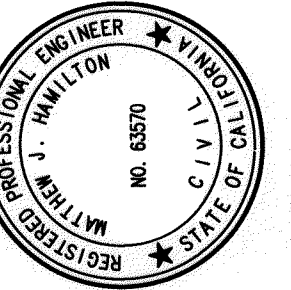
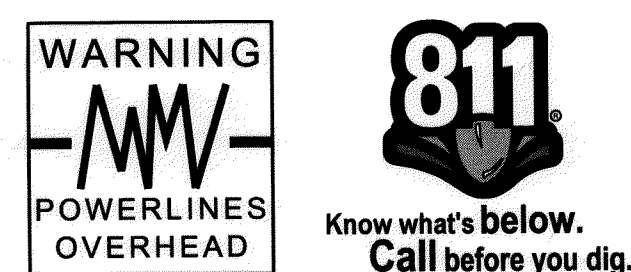
1. INSTALL NEW OR RELOCATED SIGN(S), AS NOTED, AND SIGN POST.
2. RELOCATE EXISTING SIGN(S), AS NOTED.
3. REMOVE AND SALVAGE EXISTING SIGN(S), AS NOTED, AND SIGN POST.
4. REMOVE EXISTING CROSSWALK.
5. INSTALL HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW).
6. CONSTRUCT NEW RAMPED CURB RETURN.
7. RECONSTRUCT RAMPED CURB RETURN.
8. INSTALL YELLOW CROSSWALK.
9. REPAINT EXISTING HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW).

1 EXISTING SIGN(S), AS NOTED, AND SIGN POST TO REMAIN, UNLESS OTHERWISE NOTED.
 1 NEW OR RELOCATED SIGN(S), AS NOTED.
 --- SCHOOL BOUNDARY.
 // REMOVE EXISTING STRIPING AND/OR PAVEMENT MARKINGS AS NOTED.

**MATCHLINE B
SEE BELOW**



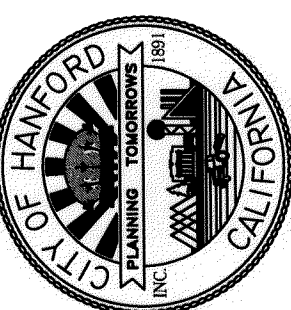
**MATCHLINE B
SEE ABOVE**



APPROVED BY:  DATE 2/16/2018 R.C.E. 63570
MATTHEW J. HAMILTON
DESIGN ENGINEER

**BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS**

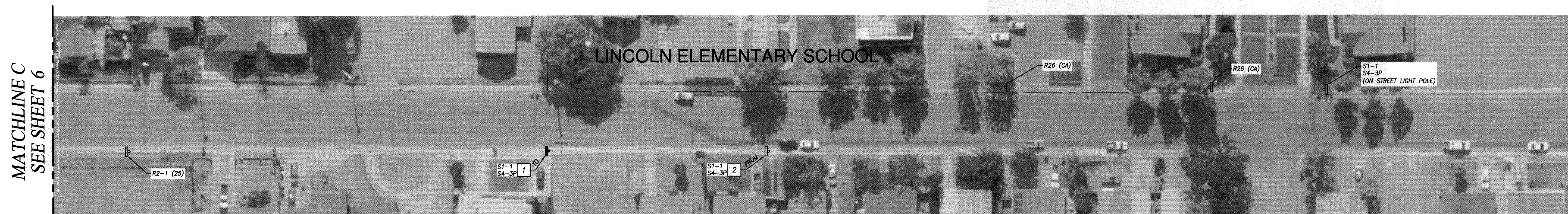
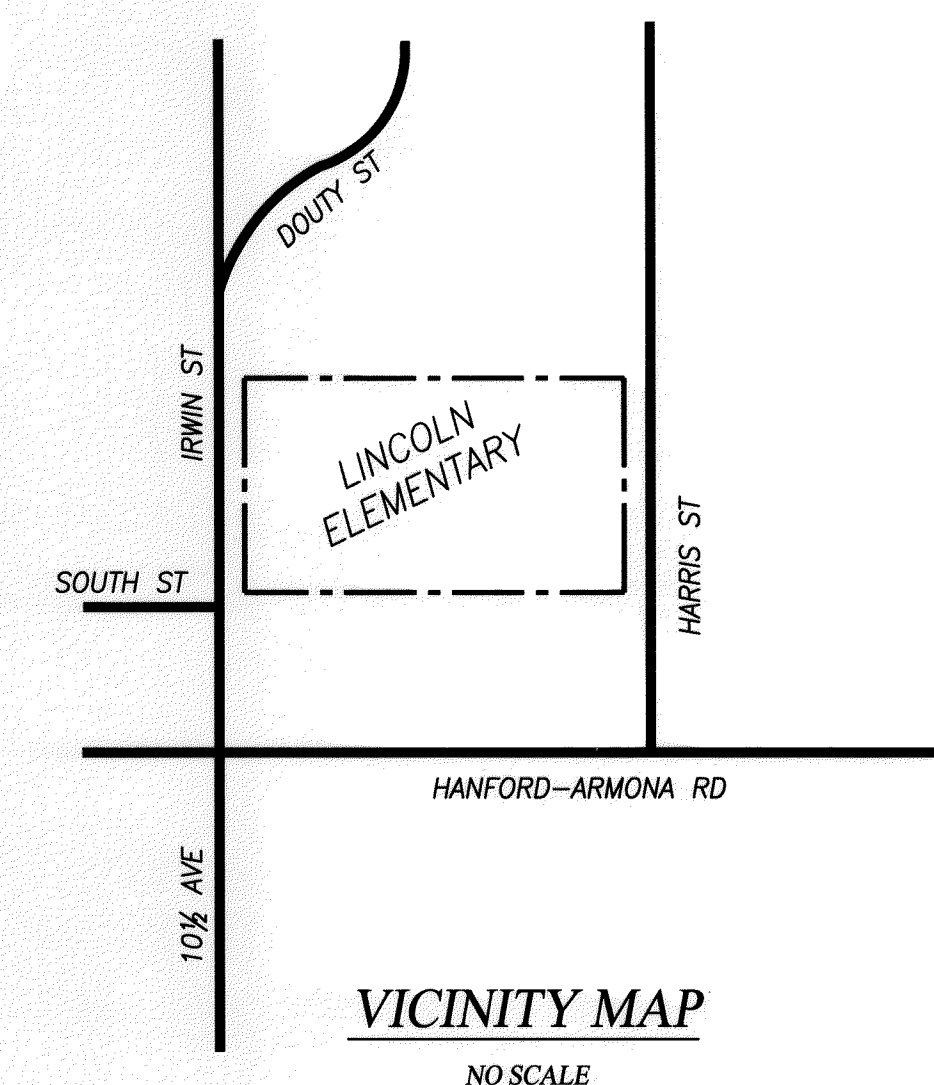
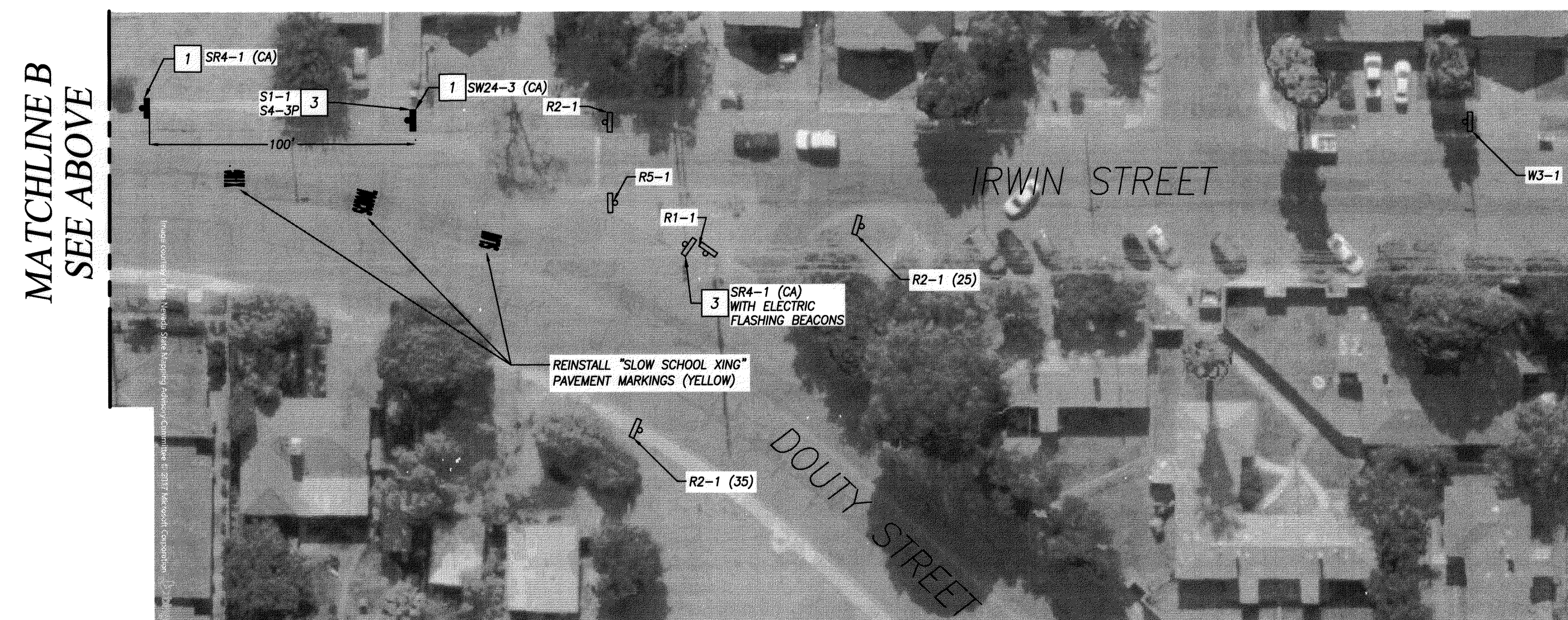
LINCOLN ELEMENTARY SCHOOL



PROJECT NO.: 170080
DRAWN BY: M. MERRILL
QA/QC BY: L. WALLIS-DUTRA
SCALE: AS SHOWN
SHEET NO.: 6 OF 59

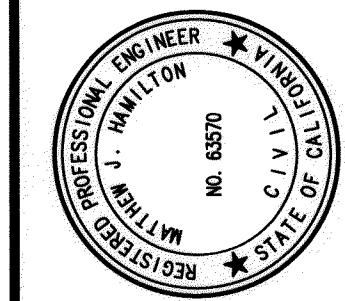
LEGEND

- EXISTING SIGN(S), AS NOTED, AND SIGN POST TO REMAIN, UNLESS OTHERWISE NOTED.
- NEW OR RELOCATED SIGN(S), AS NOTED.
- SCHOOL BOUNDARY.
- REMOVE EXISTING STRIPING AND/OR PAVEMENT MARKINGS AS NOTED.



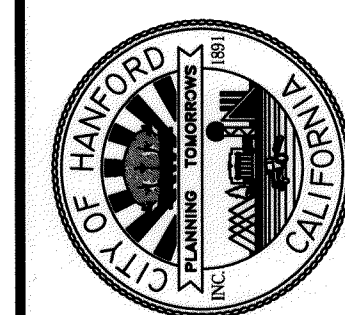
Know what's **below**.
Call before you dig.

HARRIS STREET

[illegible]

APPROVED BY:		R.C.E. 63570
DATE	2/16/2018	
	MATTHEW J. HAMILTON DESIGN ENGINEER	

BICYCLE AND PEDESTRIAN FACILITIES IMPROVEMENTS



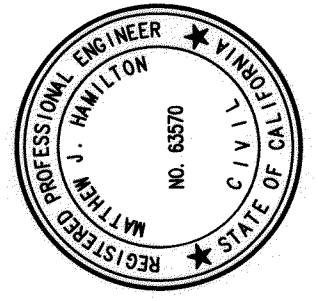
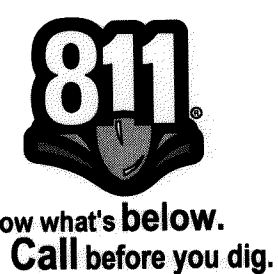
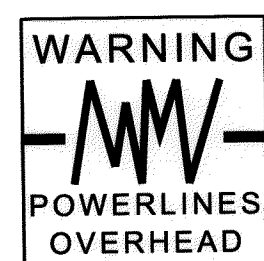
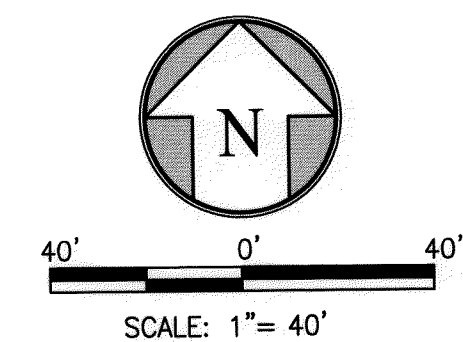
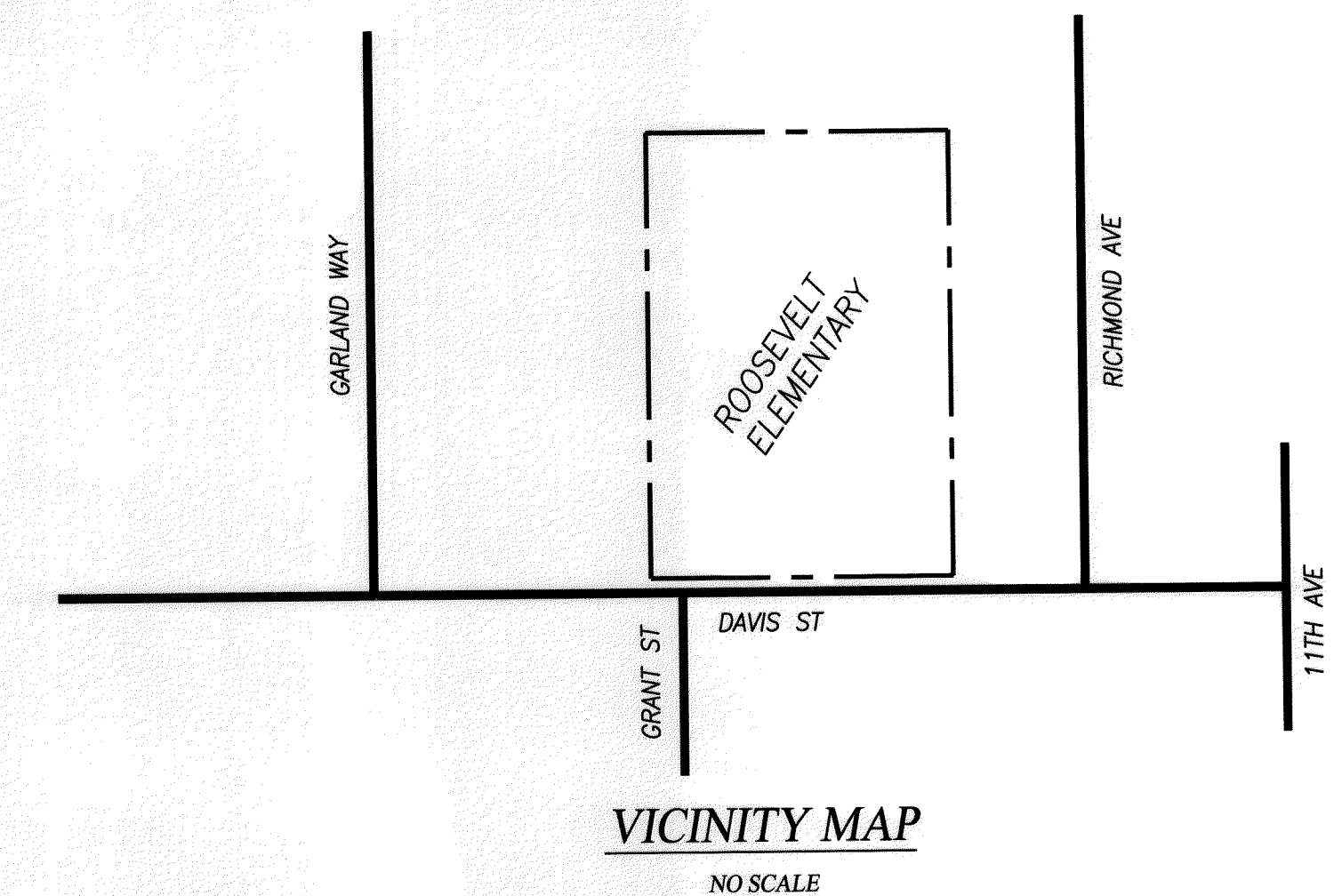
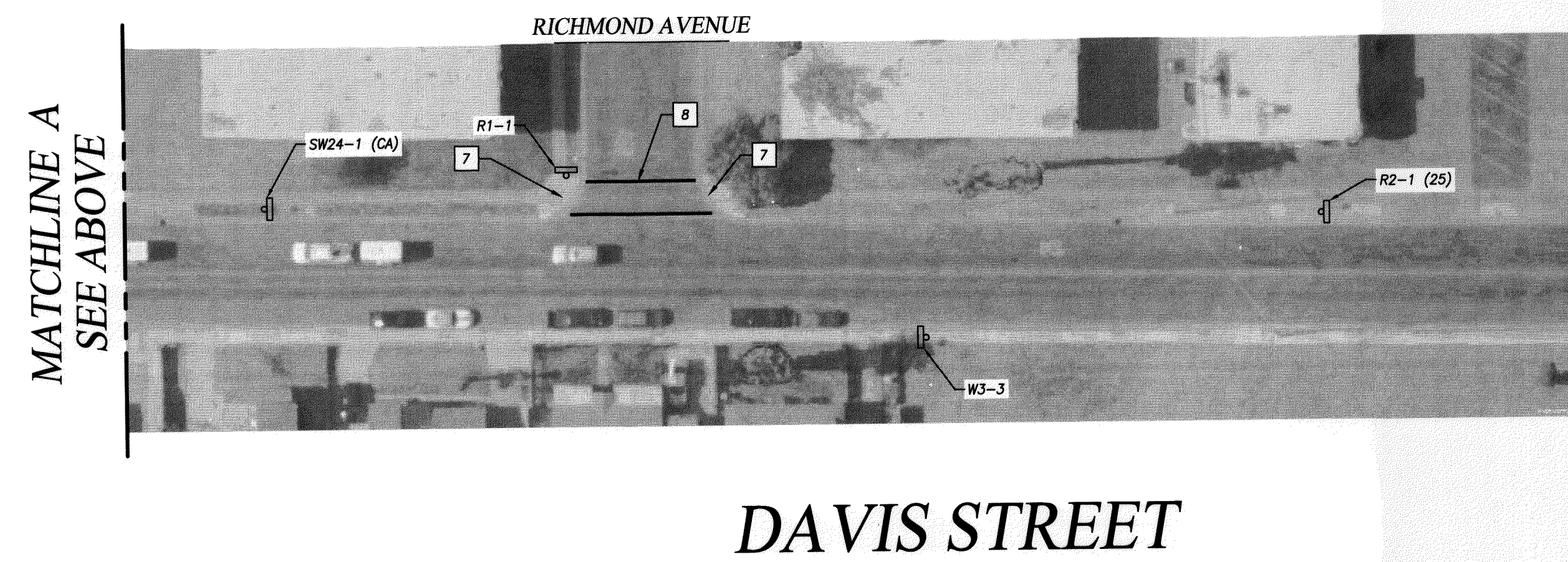
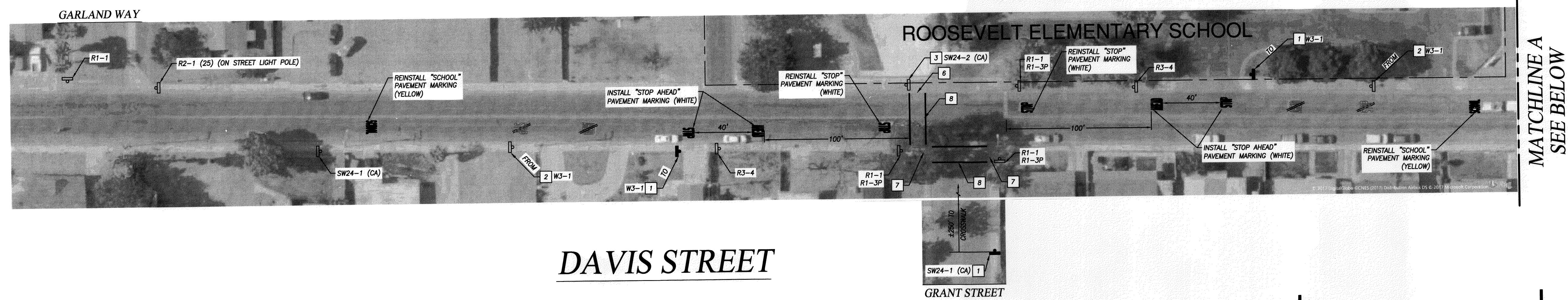
PROJECT NO.: 170080
DRAWN BY: M.MERRILL
QA/QC BY: L.WALLIS-DUTRA
SCALE: AS SHOWN
SHEET NO.: 7 OF 59

CONSTRUCTION NOTES

- | | |
|---|--|
| 1 | INSTALL NEW OR RELOCATED SIGN(S), AS NOTED, AND SIGN POST. |
| 2 | RELOCATE EXISTING SIGN(S), AS NOTED. |
| 3 | REMOVE AND SALVAGE EXISTING SIGN(S), AS NOTED, AND SIGN POST. |
| 4 | REMOVE EXISTING CROSSWALK. |
| 5 | INSTALL HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW). |
| 6 | CONSTRUCT NEW RAMPED CURB RETURN. |
| 7 | RECONSTRUCT RAMPED CURB RETURN. |
| 8 | INSTALL YELLOW CROSSWALK. |
| 9 | REPAINT EXISTING HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW). |

LEGEND

- EXISTING SIGN(S), AS NOTED, AND SIGN POST TO REMAIN, UNLESS OTHERWISE NOTED.
- NEW OR RELOCATED SIGN(S), AS NOTED.
- SCHOOL BOUNDARY.
- REMOVE EXISTING STRIPING AND/OR PAVEMENT MARKINGS AS NOTED.



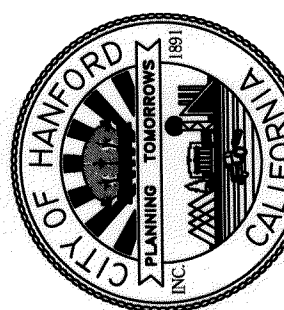
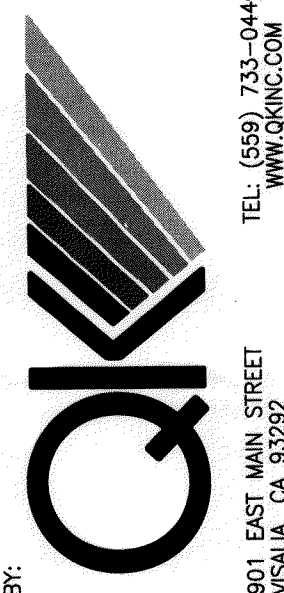
APPROVED BY:  DATE: 2/16/2018

MATTHEW J. HAMILTON
DESIGN ENGINEER

R.C.E. 63570

**BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS**

ROOSEVELT ELEMENTARY SCHOOL



PROJECT NO.: 170080
DRAWN BY: M. MERRILL
QA/QC BY: L. WALLIS-DUTRA
SCALE: AS SHOWN
SHEET NO.: 8 OF 59

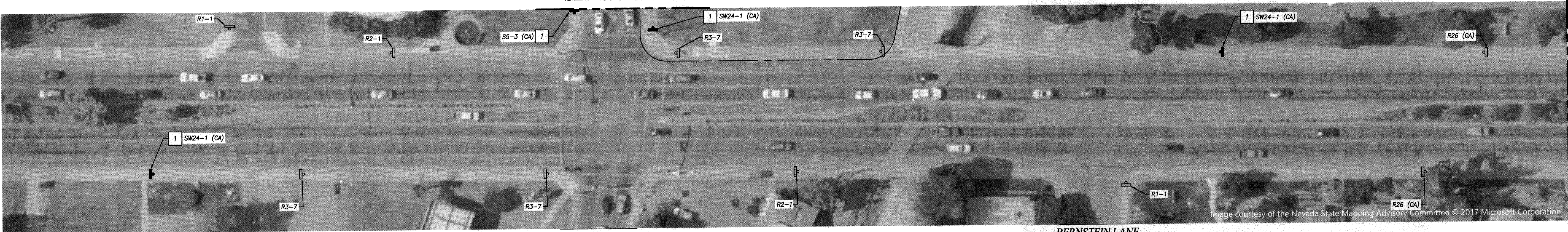
CONSTRUCTION NOTES

- 1 INSTALL NEW OR RELOCATED SIGN(S), AS NOTED, AND SIGN POST.
- 2 RELOCATE EXISTING SIGN(S), AS NOTED.
- 3 REMOVE AND SALVAGE EXISTING SIGN(S), AS NOTED, AND SIGN POST.
- 4 REMOVE EXISTING CROSSWALK.
- 5 INSTALL HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW).
- 6 CONSTRUCT NEW RAMPED CURB RETURN.
- 7 RECONSTRUCT RAMPED CURB RETURN.
- 8 INSTALL YELLOW CROSSWALK.
- 9 REPAINT EXISTING HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW).

LEGEND

- EXISTING SIGN(S), AS NOTED, AND SIGN POST TO REMAIN, UNLESS OTHERWISE NOTED.
- NEW OR RELOCATED SIGN(S), AS NOTED.
- SCHOOL BOUNDARY.
- REMOVE EXISTING STRIPING AND/OR PAVEMENT MARKINGS AS NOTED.

MATCHLINE A
SEE SHEET 10



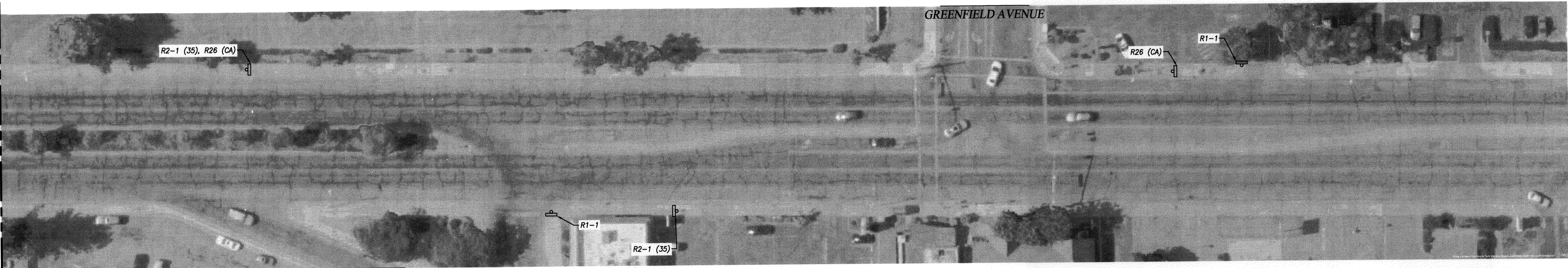
CAMPUS DR

BERNSTEIN LANE

LACEY BOULEVARD

MATCHLINE B
SEE BELOW

MATCHLINE B
SEE ABOVE

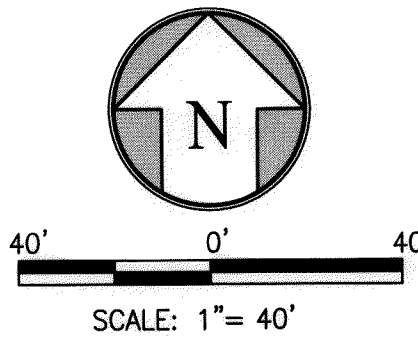
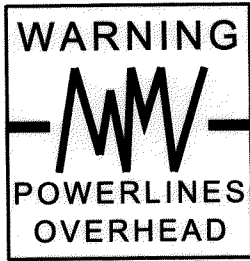
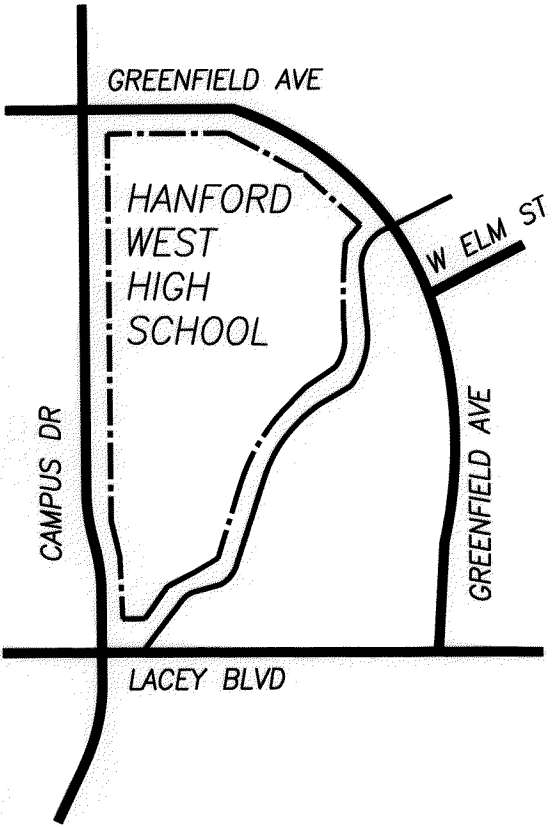


GARNER AVENUE

GREENFIELD AVENUE

LACEY BOULEVARD

(SEE ALSO SHEET 40)



DATE	
REVISIONS	
No.	
REGISTERED PROFESSIONAL ENGINEER	
MATTHEW J. HAMILTON	
NO. 63570	
APPROVED BY:	
DATE	2/16/2018
R.G.E. 63570	
MATTHEW J. HAMILTON	
DESIGN ENGINEER	

BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS

HANFORD WEST HIGH SCHOOL



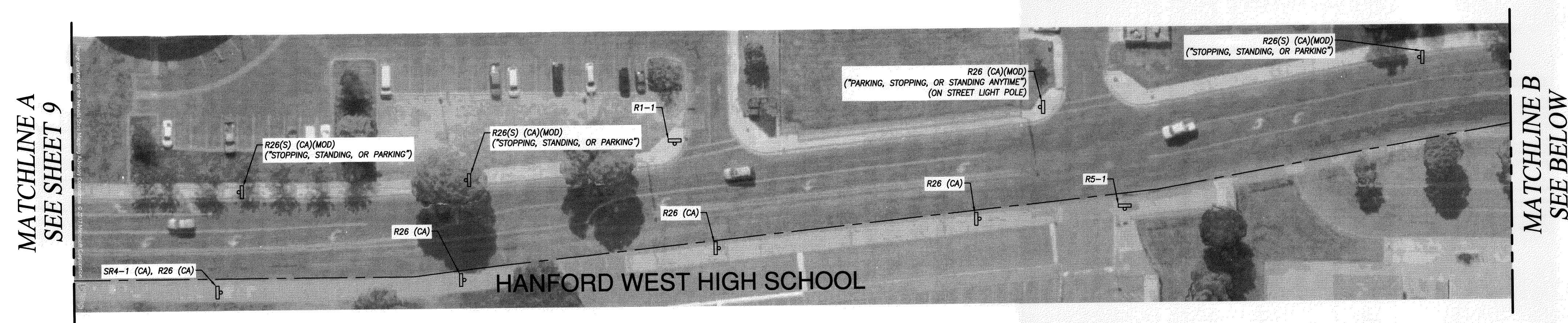
PROJECT NO.: 170080
DRAWN BY: M. MERRILL
QA/QC BY: L. WALLIS-DUTRA
SCALE: AS SHOWN
SHEET NO.: 9 OF 39

CONSTRUCTION NOTES

- 1 INSTALL NEW OR RELOCATED SIGN(S), AS NOTED, AND SIGN POST.
- 2 RELOCATE EXISTING SIGN(S), AS NOTED.
- 3 REMOVE AND SALVAGE EXISTING SIGN(S), AS NOTED, AND SIGN POST.
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- 7 RECONSTRUCT RAMPED CURB RETURN.
- 8 INSTALL YELLOW CROSSWALK.
- 9 REPAINT EXISTING HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW).

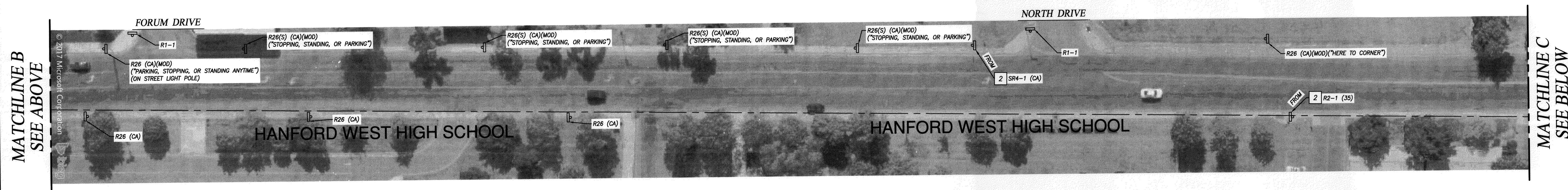
LEGEND

- ¶ EXISTING SIGN(S), AS NOTED, AND SIGN POST TO REMAIN, UNLESS OTHERWISE NOTED.
 ¶ NEW OR RELOCATED SIGN(S), AS NOTED.
 --- SCHOOL BOUNDARY.
 // REMOVE EXISTING STRIPING AND/OR PAVEMENT MARKINGS AS NOTED.



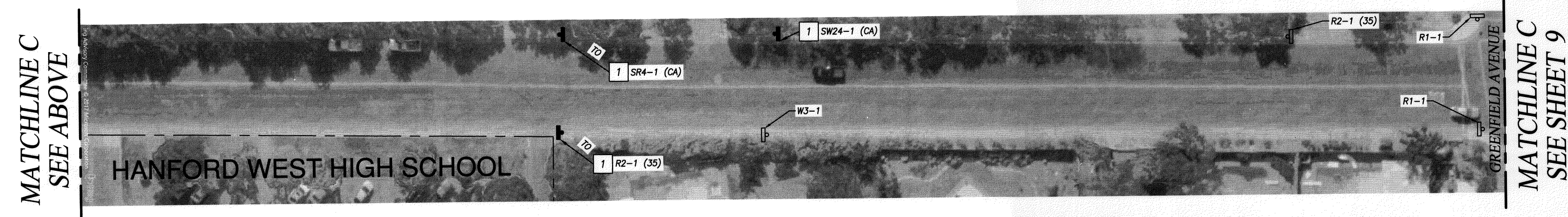
CAMPUS DRIVE

(SEE ALSO SHEET 51)



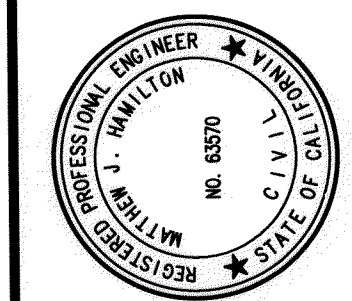
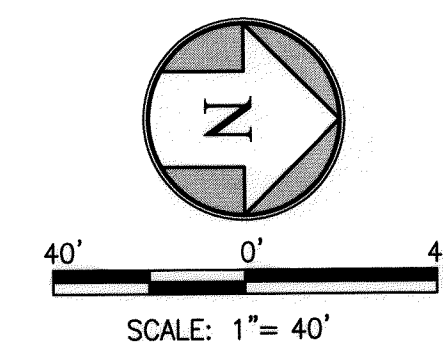
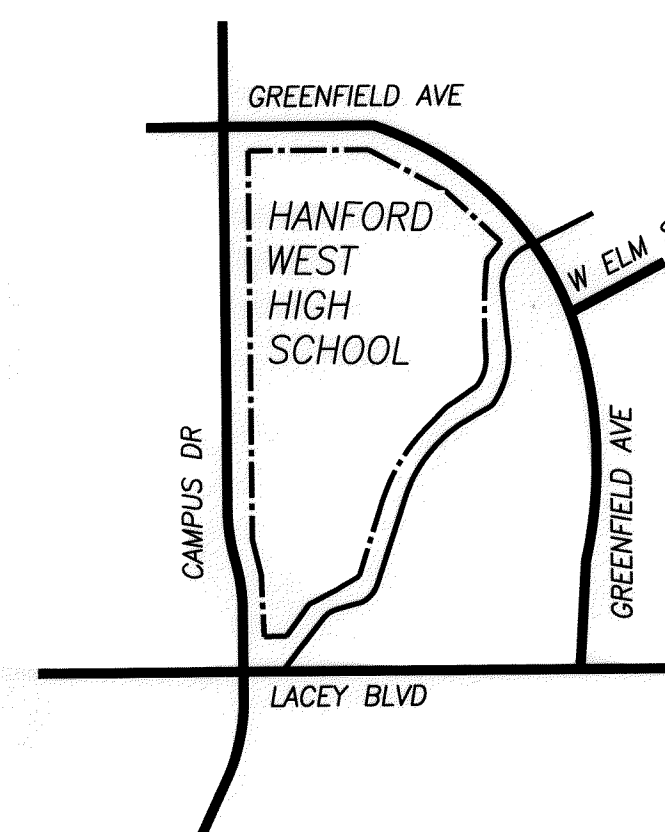
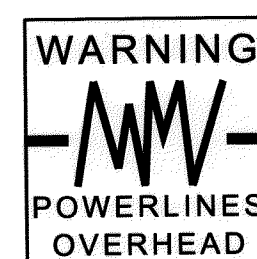
CAMPUS DRIVE

(SEE ALSO SHEET 51)



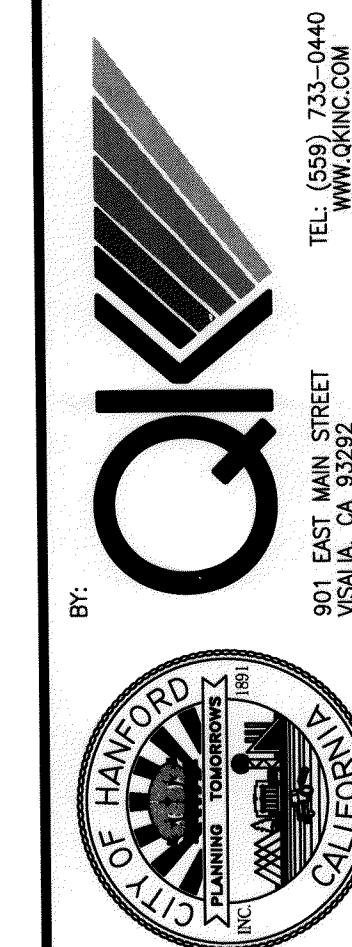
CAMPUS DRIVE

(SEE ALSO SHEET 51)



APPROVED BY:  R.C.E. 63570
2/16/2018
DATE

**BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS**



PROJECT NO.: 170080
DRAWN BY: M. MERRILL
QA/QC BY: L. WALLIS-DUTRA
SCALE: AS SHOWN
SHEET NO.: 10 OF 59

CONSTRUCTION NOTES

- 1 INSTALL NEW OR RELOCATED SIGN(S), AS NOTED, AND SIGN POST.
- 2 RELOCATE EXISTING SIGN(S), AS NOTED.
- 3 REMOVE AND SALVAGE EXISTING SIGN(S), AS NOTED, AND SIGN POST.
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LEGEND

- | | |
|-----|--|
| ⌋ | EXISTING SIGN(S), AS NOTED, AND SIGN POST TO REMAIN, UNLESS OTHERWISE NOTED. |
| ⌋ | NEW OR RELOCATED SIGN(S), AS NOTED. |
| --- | SCHOOL BOUNDARY. |
| // | REMOVE EXISTING STRIPING AND/OR PAVEMENT MARKINGS AS NOTED. |

MATCHLINE A
SEE SHEET 12

MATCHLINE C
SEE SHEET 12

**MATCHLINE E
SEE BELOW**

IVY STREET
(SEE ALSO SHEET 42)

**MATCHLINE E
SEE ABOVE**

VICINITY MAP

**BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS**

WILSON JUNIOR HIGH SCHOOL

TEL: (562) 733-0440
WWW.QIANG.COM

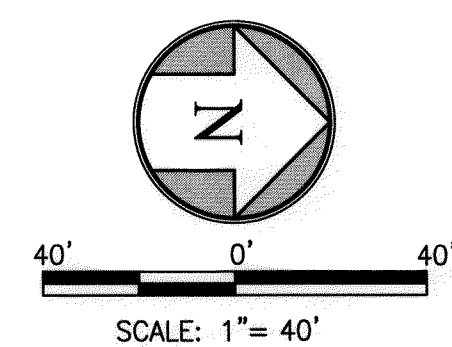
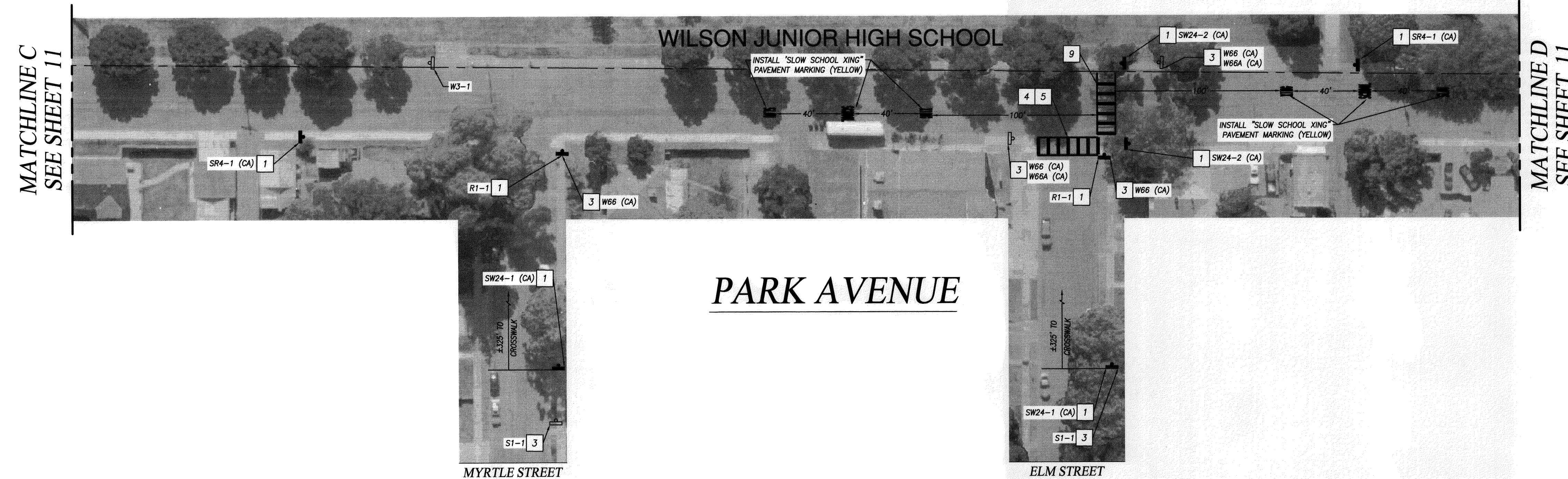
PROJECT NO.: 170080
DRAWN BY: M. MERRILL
QA/QC BY: L. WALLIS-DUTRA
SCALE: AS SHOWN
SHEET NO.: 11 OF 50

Attachment: 00-FULL SETa (Bike-Ped Plan)

Packet Pg. 183

LEGEND

- EXISTING SIGN(S), AS NOTED, AND SIGN POST TO REMAIN, UNLESS OTHERWISE NOTED.
- NEW OR RELOCATED SIGN(S), AS NOTED.
- SCHOOL BOUNDARY.
- REMOVE EXISTING STRIPING AND/OR PAVEMENT MARKINGS AS NOTED.

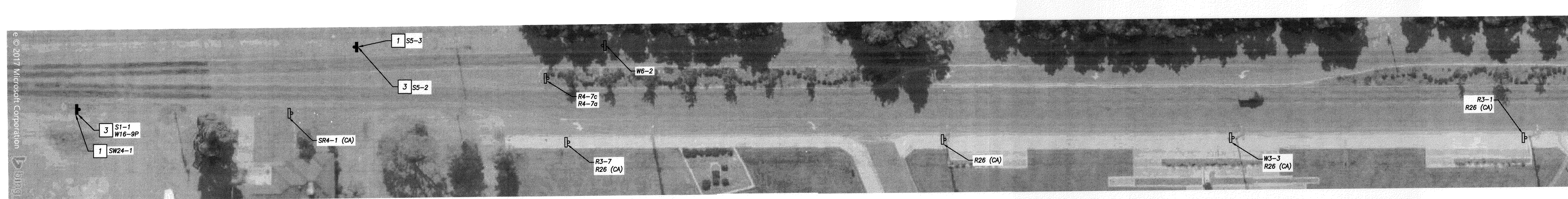


CONSTRUCTION NOTES

- | | |
|---|--|
| 1 | INSTALL NEW OR RELOCATED SIGN(S), AS NOTED, AND SIGN POST. |
| 2 | RELOCATE EXISTING SIGN(S), AS NOTED. |
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| 8 | INSTALL YELLOW CROSSWALK. |
| 9 | REPAINT EXISTING HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW). |

LEGEND

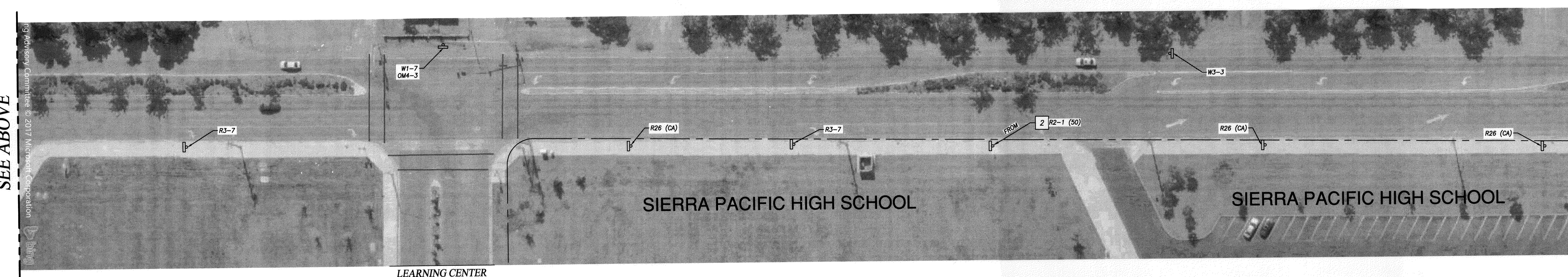
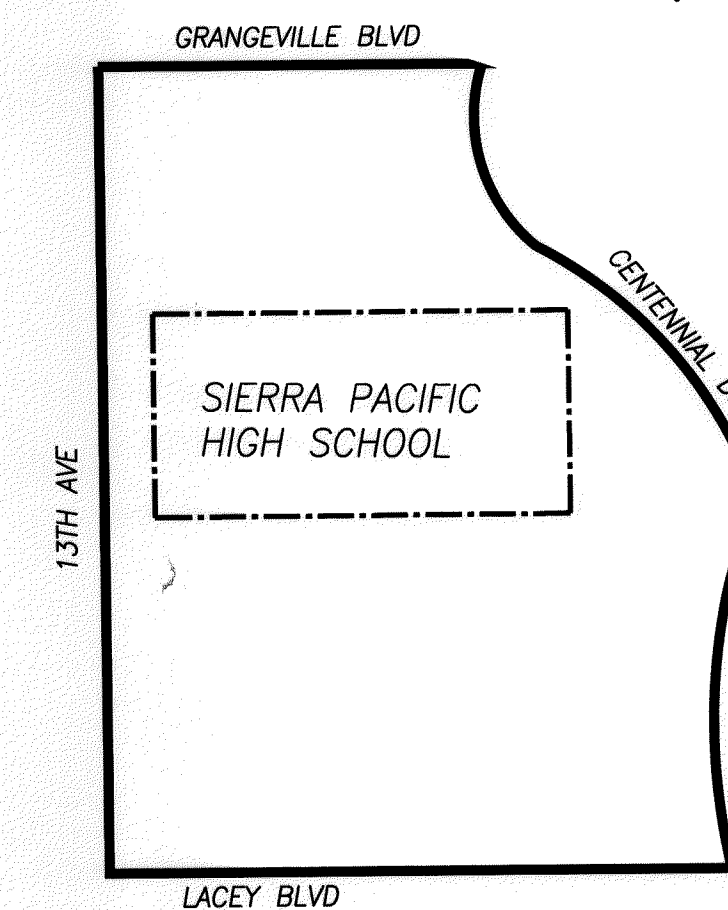
- ¶ EXISTING SIGN(S), AS NOTED, AND SIGN POST TO REMAIN, UNLESS OTHERWISE NOTED.
 ¶ NEW OR RELOCATED SIGN(S), AS NOTED.
 --- SCHOOL BOUNDARY.
 // REMOVE EXISTING STRIPING AND/OR PAVEMENT MARKINGS AS NOTED.



**MATCHLINE A
SEE BELOW**

13TH AVENUE

(SEE ALSO SHEET 48)

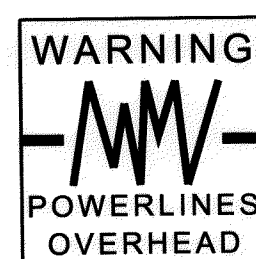


**MATCHLINE A
SEE ABOVE**

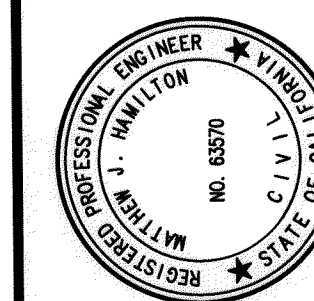
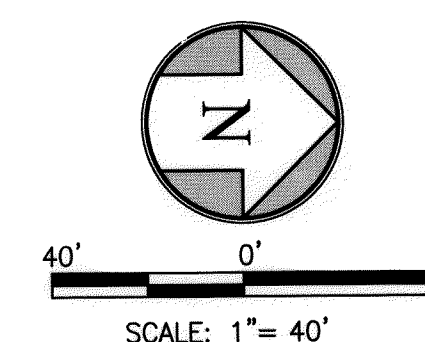
MATCHLINE B
SEE SHEET 14

13TH AVENUE

(SEE ALSO SHEET 48)



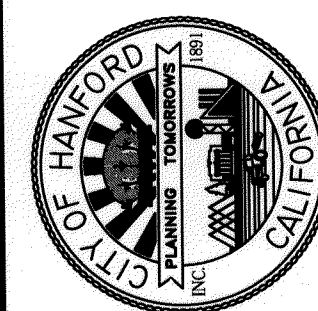
Know what's below.
Call before you dig.



APPROVED BY:		R.C.E. 63570
	MATTHEW J. HAMILTON	
2/16/2018		
DATE		

BICYCLE AND PEDESTRIAN FACILITIES IMPROVEMENTS

SIERRA PACIFIC HIGH SCHOOL



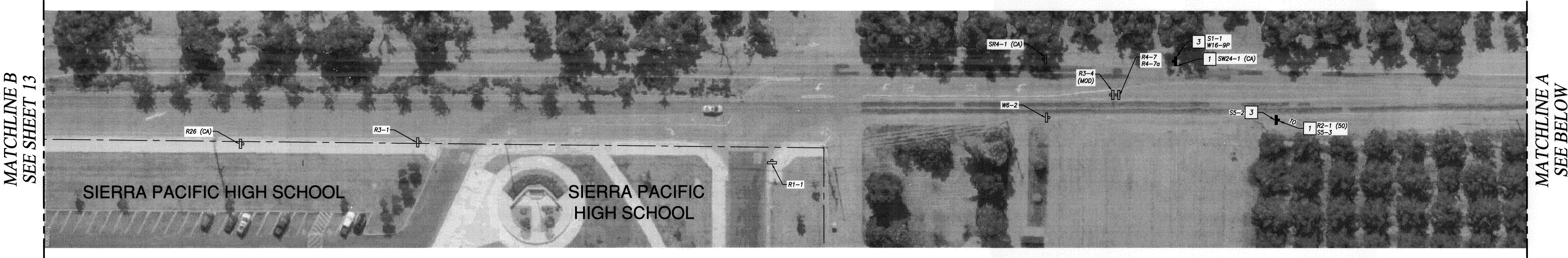
PROJECT NO.: 170080
DRAWN BY: M. MERRILL
QA/QC BY: L. WALLIS-DUTRA
SCALE: AS SHOWN
SHEET NO.: 13 OF 5

CONSTRUCTION NOTES

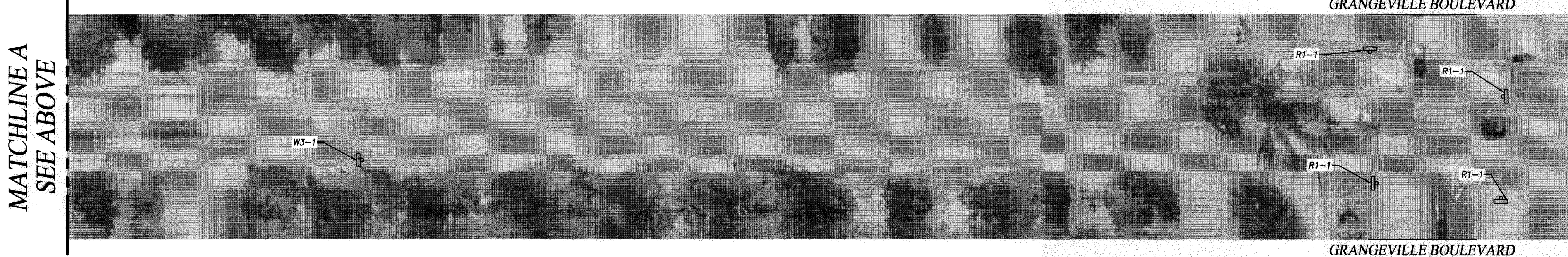
- 1 INSTALL NEW OR RELOCATED SIGN(S), AS NOTED, AND SIGN POST.
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LEGEND

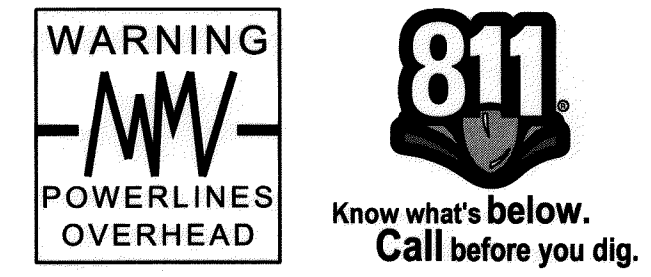
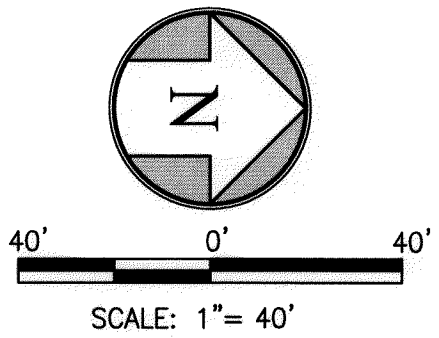
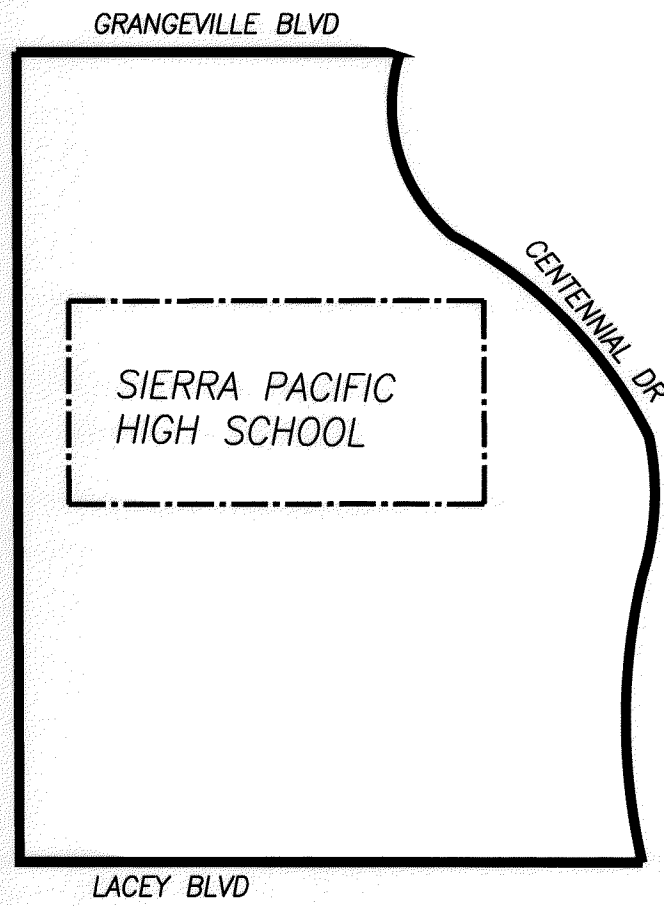
- EXISTING SIGN(S), AS NOTED, AND SIGN POST TO REMAIN, UNLESS OTHERWISE NOTED.
- NEW OR RELOCATED SIGN(S), AS NOTED.
- SCHOOL BOUNDARY.
- REMOVE EXISTING STRIPING AND/OR PAVEMENT MARKINGS AS NOTED.



13TH AVENUE
(SEE ALSO SHEET 48)



13TH AVENUE
(SEE ALSO SHEET 48)



DATE

REVISIONS

No.

APPROVED BY:

2/16/2018

DATE

Matthew J. Hamilton

R.C.E. 63570

DESIGN ENGINEER

BICYCLE AND PEDESTRIAN FACILITIES IMPROVEMENTS

SIERRA PACIFIC HIGH SCHOOL

BY:

901 EAST MAIN STREET
VISALIA, CA 93222
TEL: (559) 733-0440
WWW.QKINC.COM
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PROJECT NO.: 170080

DRAWN BY: M. MERRILL

QA/QC BY: L. WALLIS-OUTRA

SCALE: AS SHOWN

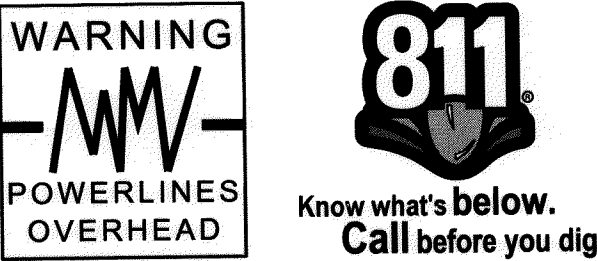
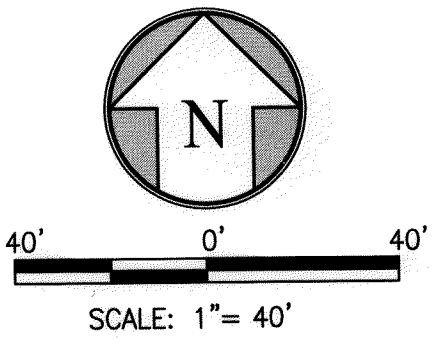
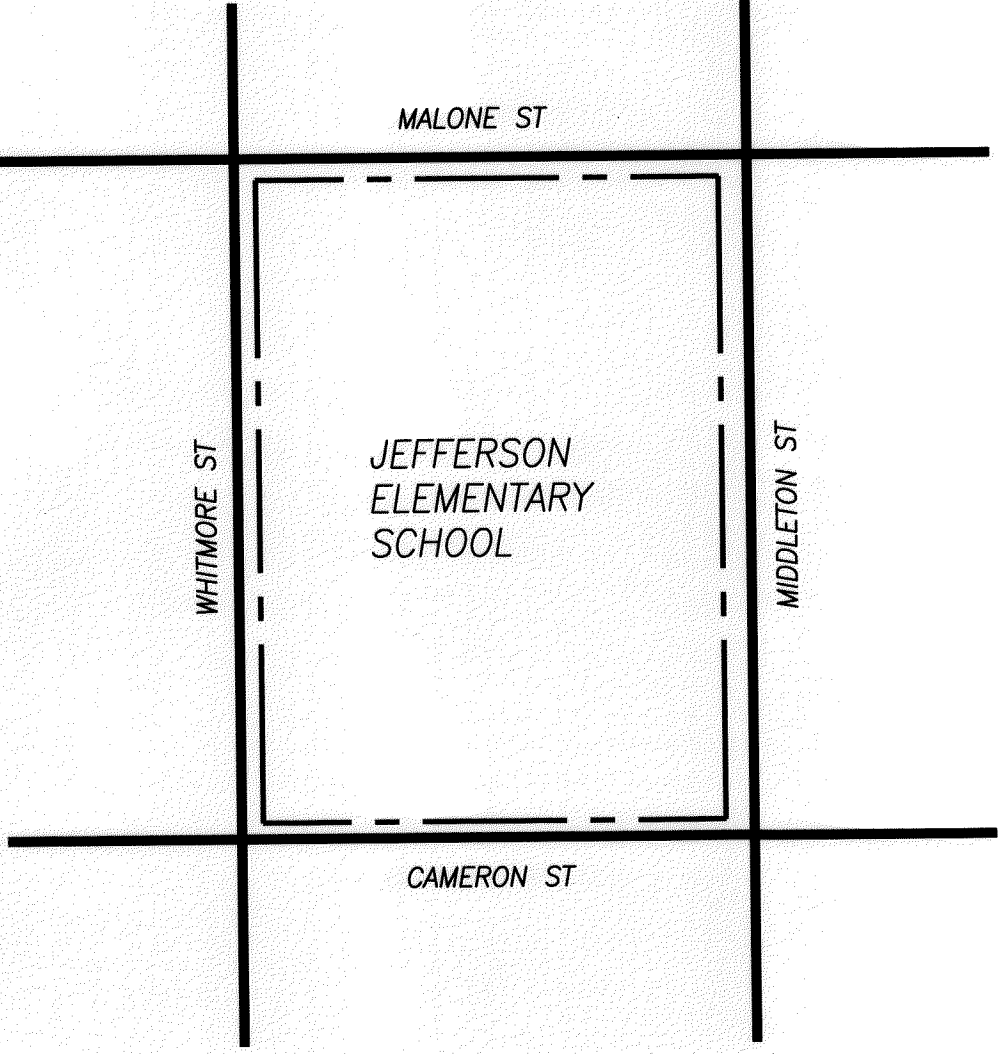
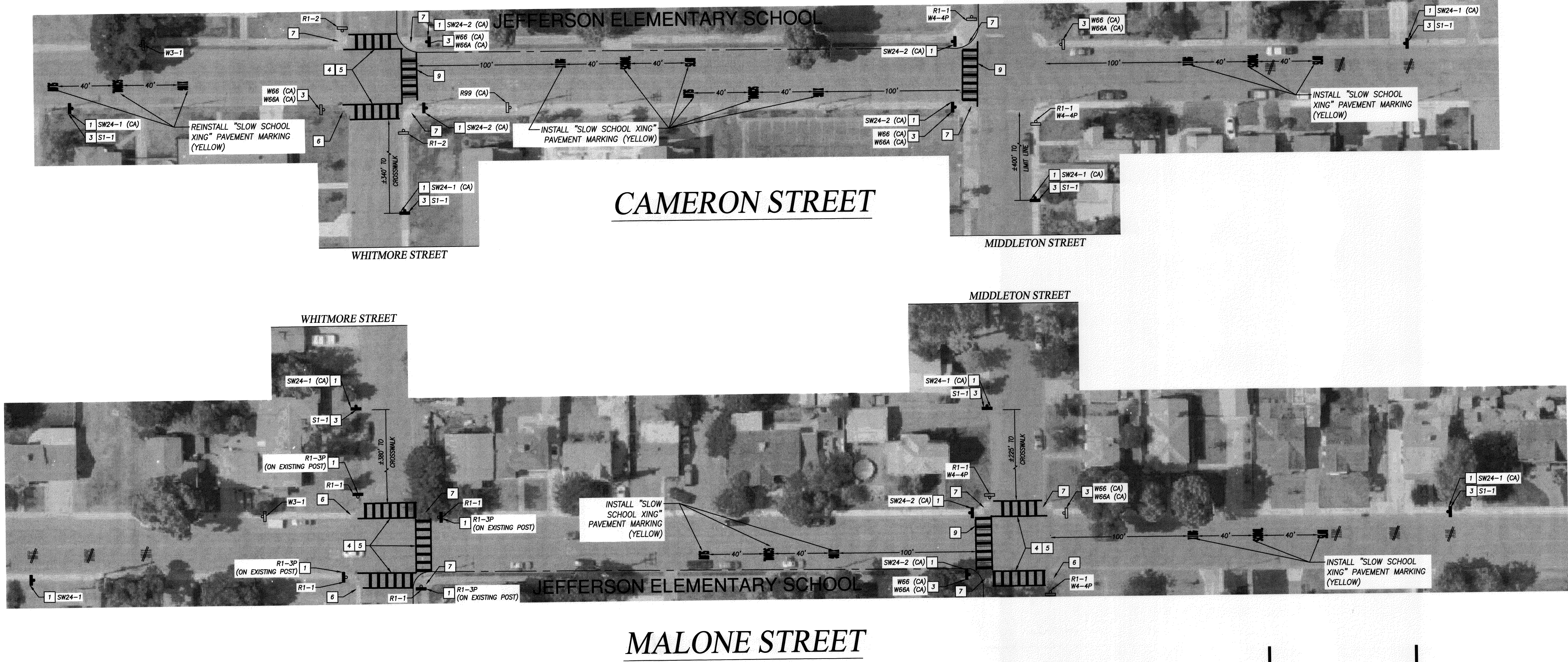
SHEET NO.: 14 OF 59

CONSTRUCTION NOTES

- 1 INSTALL NEW OR RELOCATED SIGN(S), AS NOTED, AND SIGN POST.
- 2 RELOCATE EXISTING SIGN(S), AS NOTED.
- 3 REMOVE AND SALVAGE EXISTING SIGN(S), AS NOTED, AND SIGN POST.
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- 5 INSTALL HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW).
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- 7 RECONSTRUCT RAMPED CURB RETURN.
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LEGEND

- EXISTING SIGN(S), AS NOTED, AND SIGN POST TO REMAIN, UNLESS OTHERWISE NOTED.
- NEW OR RELOCATED SIGN(S), AS NOTED.
- SCHOOL BOUNDARY.
- REMOVE EXISTING STRIPING AND/OR PAVEMENT MARKINGS AS NOTED.



DATE

REVISIONS

No.

2.b

PROFESSIONAL ENGINEER
J. HAMILTON
No. 0070
STATE OF CALIF.

APPROVED BY:

J. HAMILTON
DESIGN ENGINEER
DATE: 2/19/2018
R.C.E. 03570

BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS

JEFFERSON ELEMENTARY SCHOOL

BY:

901 EAST MAIN STREET
VISALIA, CA 93280
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PROJECT NO.: 170080

DRAWN BY:
M. MERRILL

QA/QC BY:
L. WALLIS-DUTRA

SCALE:
AS SHOWN

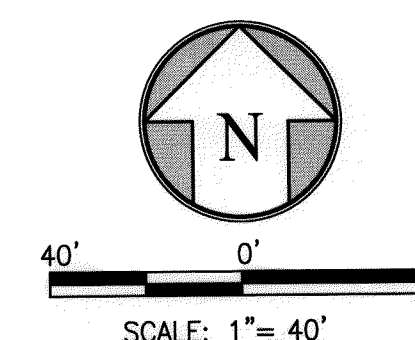
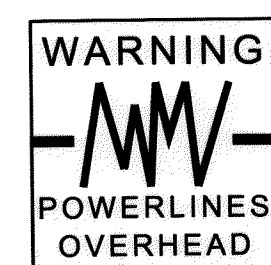
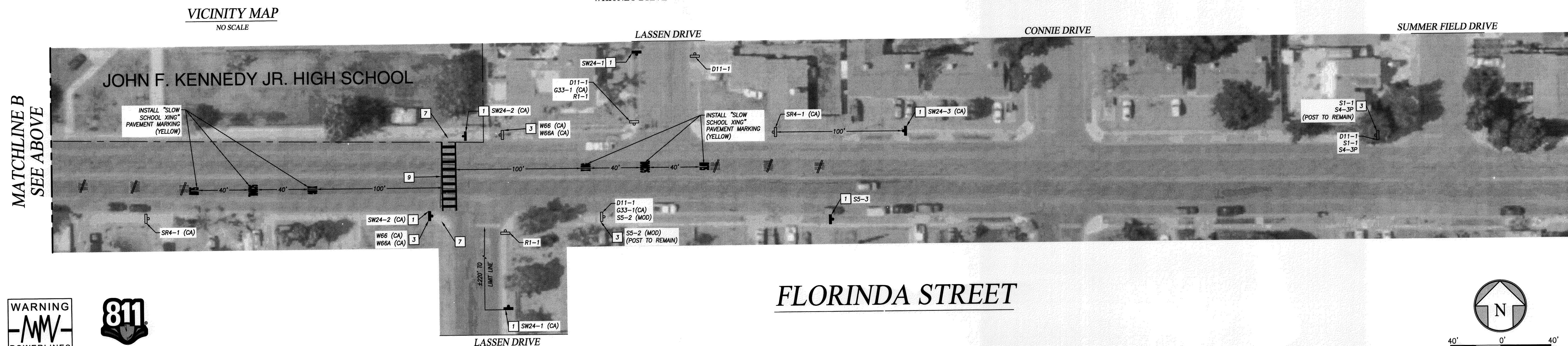
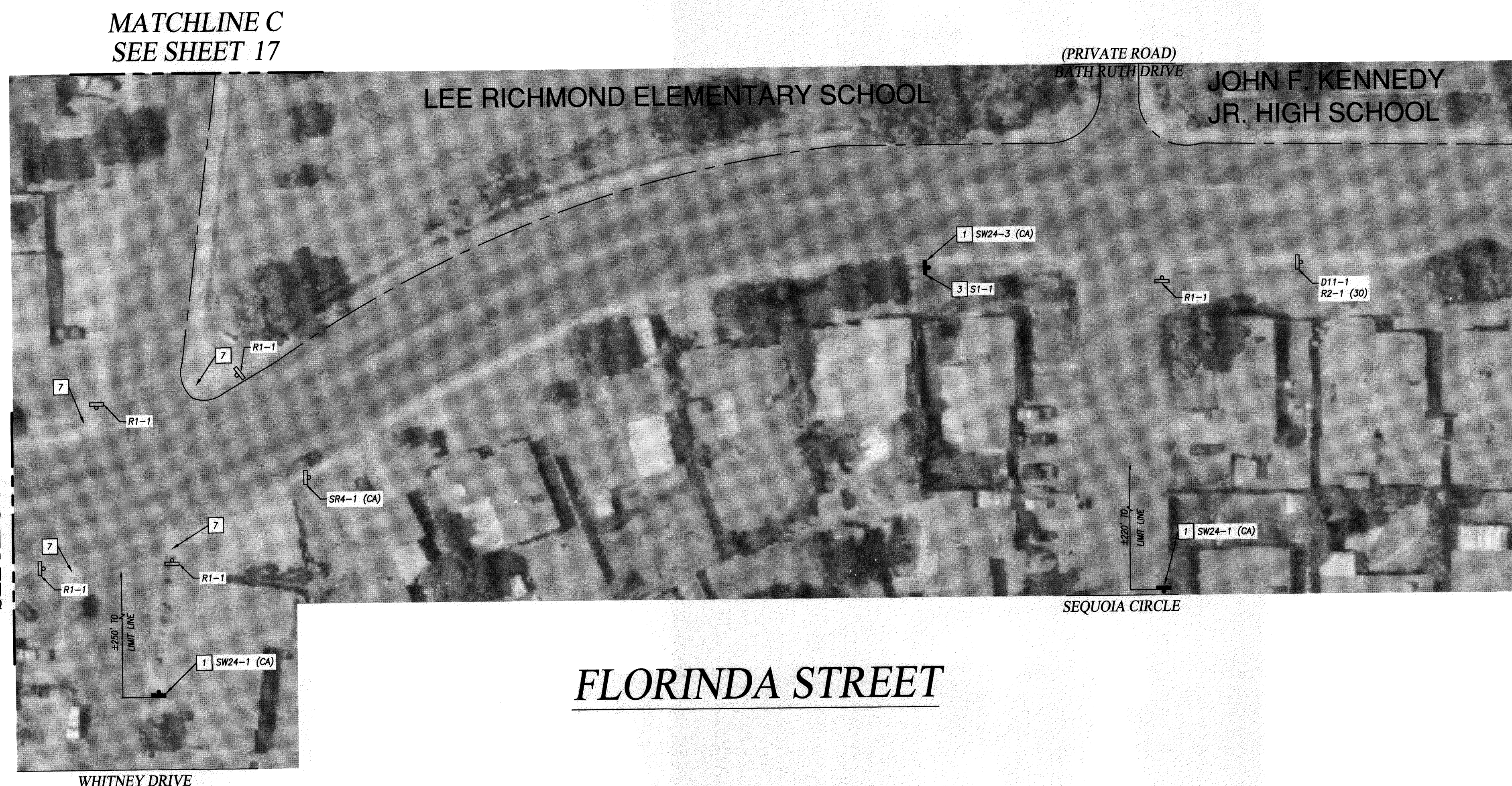
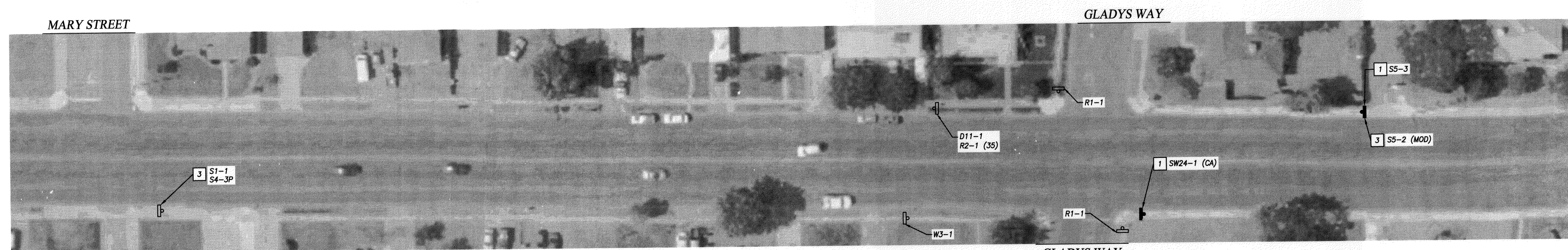
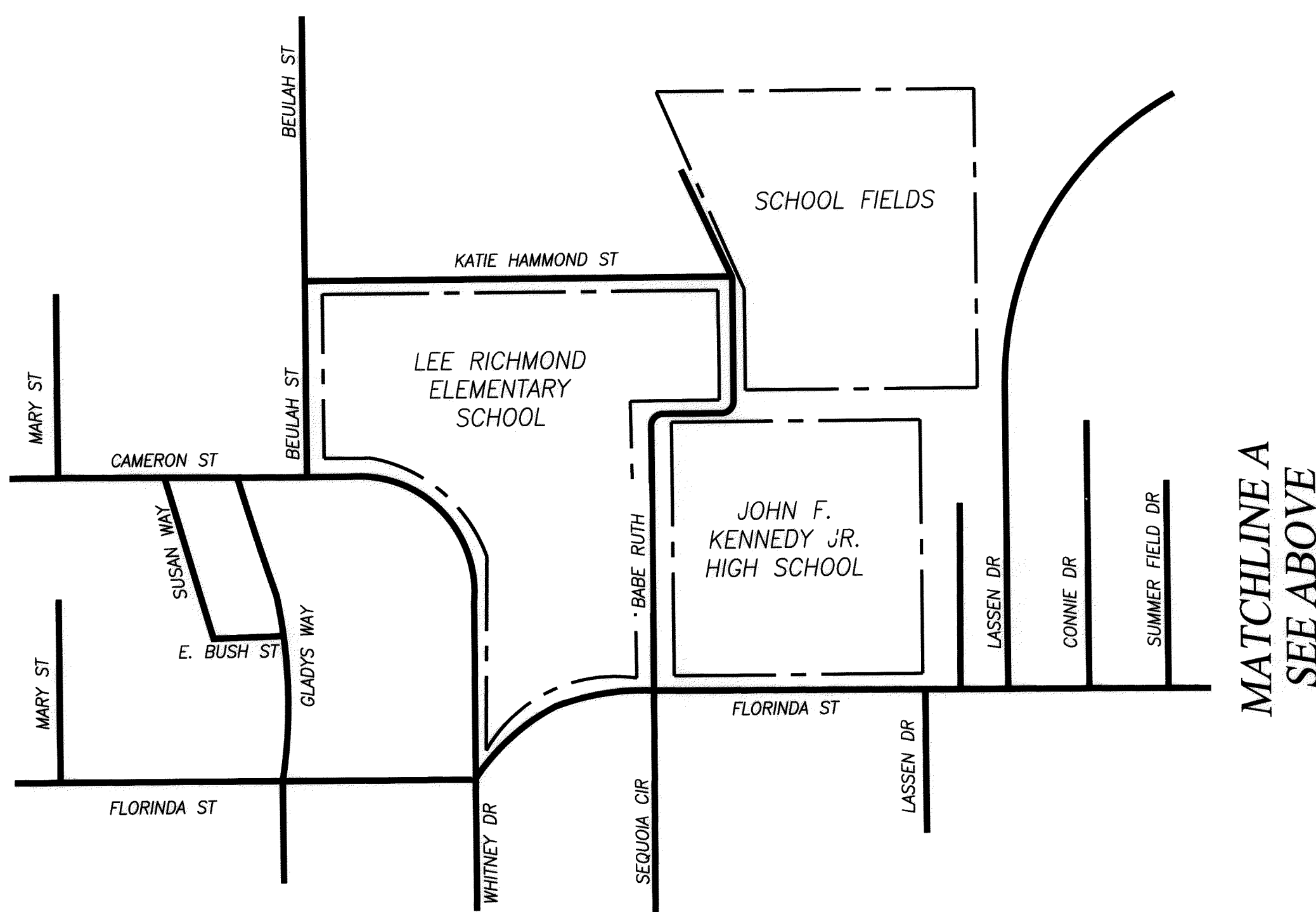
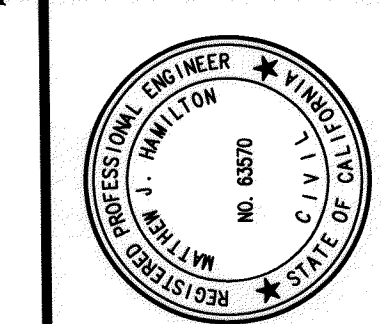
SHEET NO.:
15 OF 59

LEGEND

- 4] EXISTING SIGN(S), AS NOTED, AND SIGN POST TO REMAIN, UNLESS OTHERWISE NOTED.
- 4] NEW OR RELOCATED SIGN(S), AS NOTED.
- SCHOOL BOUNDARY.
- // REMOVE EXISTING STRIPING AND/OR PAVEMENT MARKINGS AS NOTED.

CONSTRUCTION NOTES

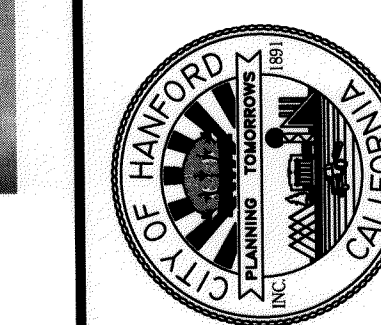
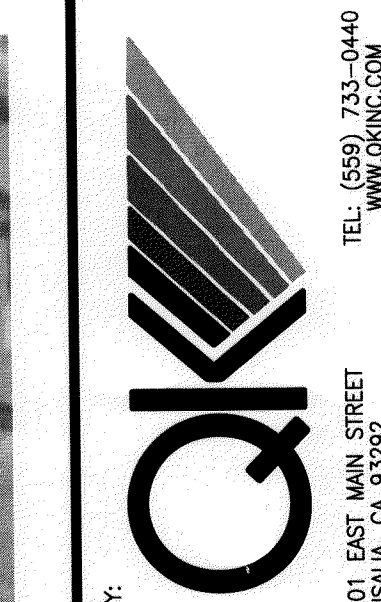
- 1 INSTALL NEW OR RELOCATED SIGN(S), AS NOTED, AND SIGN POST.
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[illegible]

APPROVED BY:  _____
DATE: 2/16/2018
C.R.E. 63570
MATTHEW J. HAMILTON
DESIGN ENGINEER

**BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS**

**LEE RICHMOND ELEMENTARY &
JOHN F. KENNEDY JR. HIGH SCHOOL**



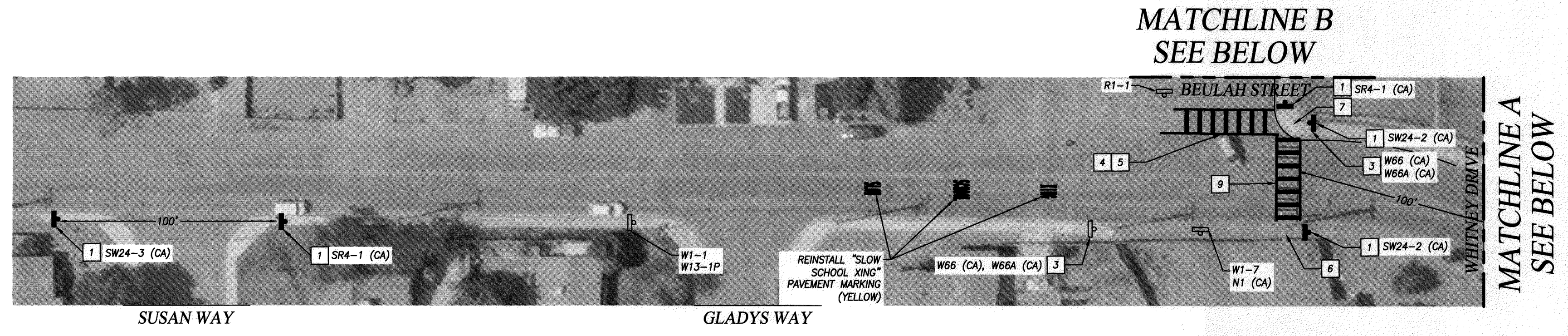
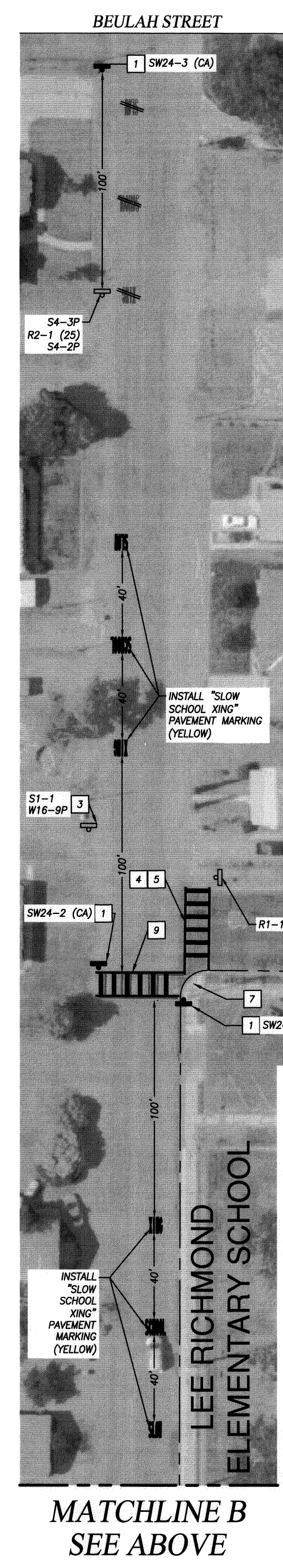
PROJECT NO.:	170080
DRAWN BY:	M. MERRILL
QA/QC BY:	L. WALLIS-DUTRA
SCALE:	AS SHOWN
SHEET NO.:	16 OF 59

CONSTRUCTION NOTES

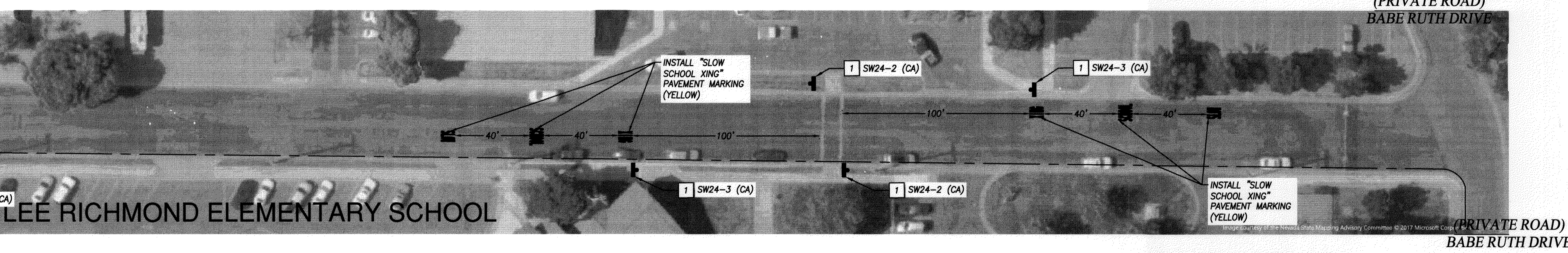
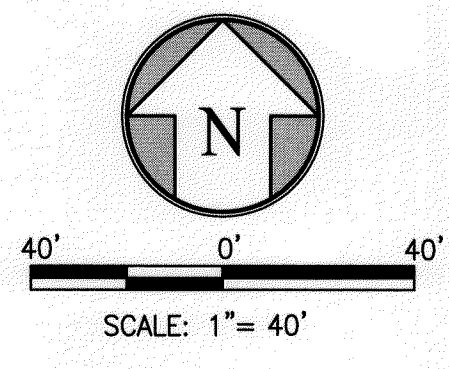
- 1. INSTALL NEW OR RELOCATED SIGN(S), AS NOTED, AND SIGN POST.
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LEGEND

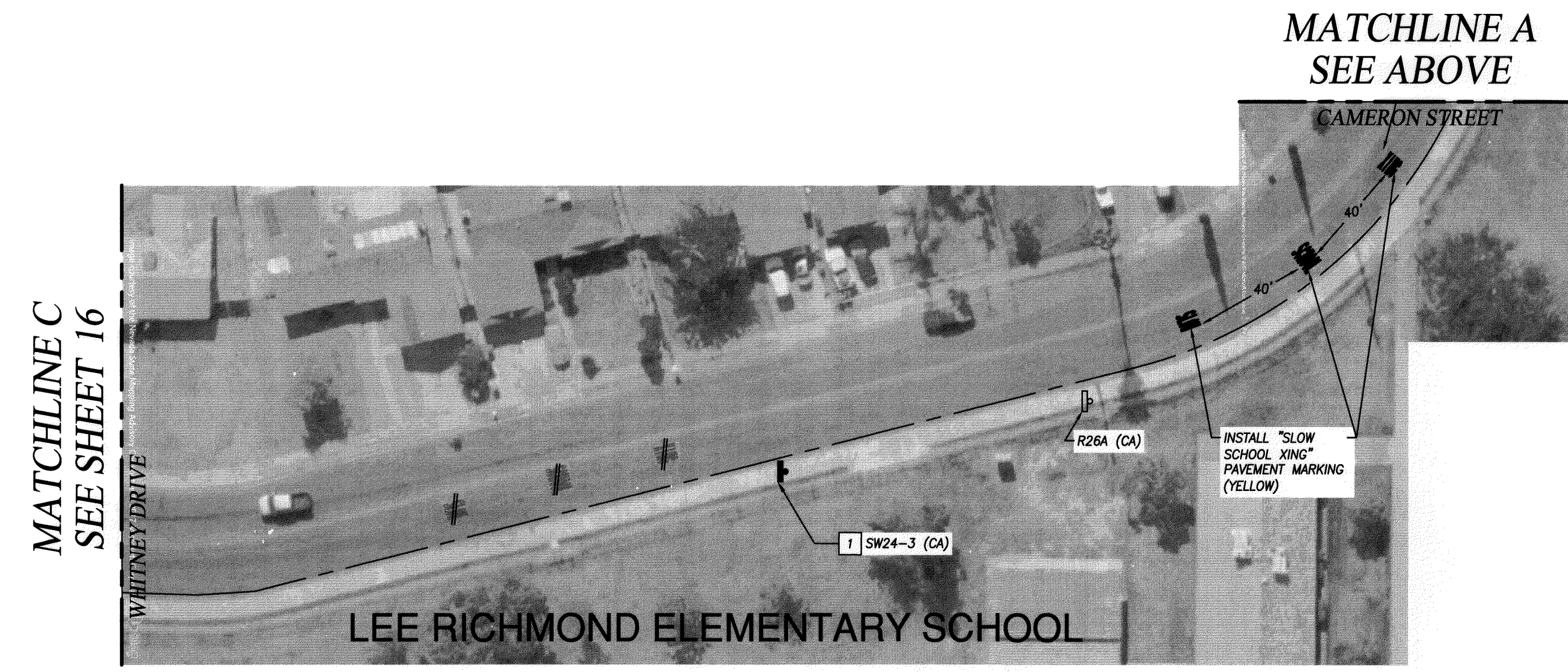
- EXISTING SIGN(S), AS NOTED, AND SIGN POST TO REMAIN, UNLESS OTHERWISE NOTED.
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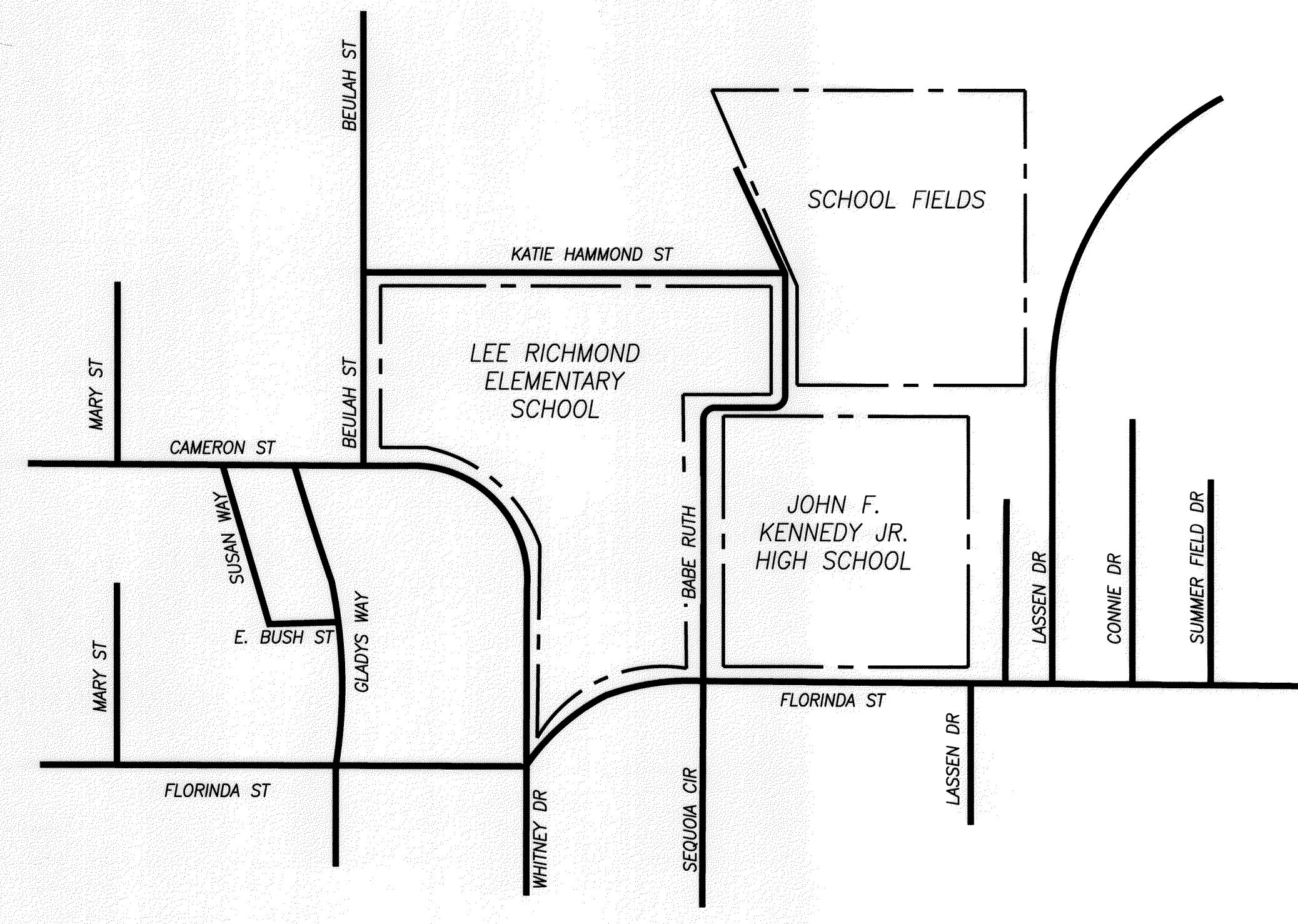
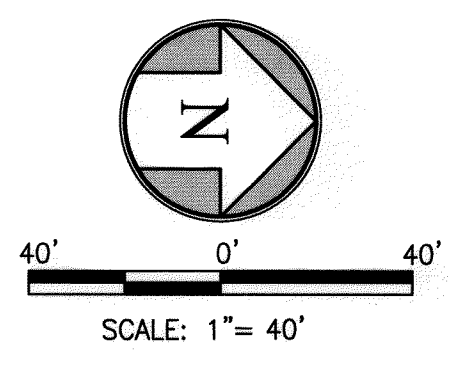
CAMERON STREET



KATIE HAMMOND LANE



WHITNEY DRIVE



VICINITY MAP
NO SCALE



DATE

REVISIONS

No.

REGISTERED PROFESSIONAL ENGINEER

J. HAMILTON

NO. 63570

APPROVED BY:

2/19/2018

DATE

R.C.E. 63570

DESIGN ENGINEER

BICYCLE AND PEDESTRIAN

FACILITIES IMPROVEMENTS

LEE RICHMOND ELEMENTARY &

JOHN F. KENNEDY JR. HIGH SCHOOL

BY:

901 EAST ANNA STREET

VISALIA, CA 93292

TEL: (559) 733-2440

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PROJECT NO.: 170080

DRAWN BY: M. MERRILL

QA/QC BY: L. WALLIS-OUTRA

SCALE: AS SHOWN

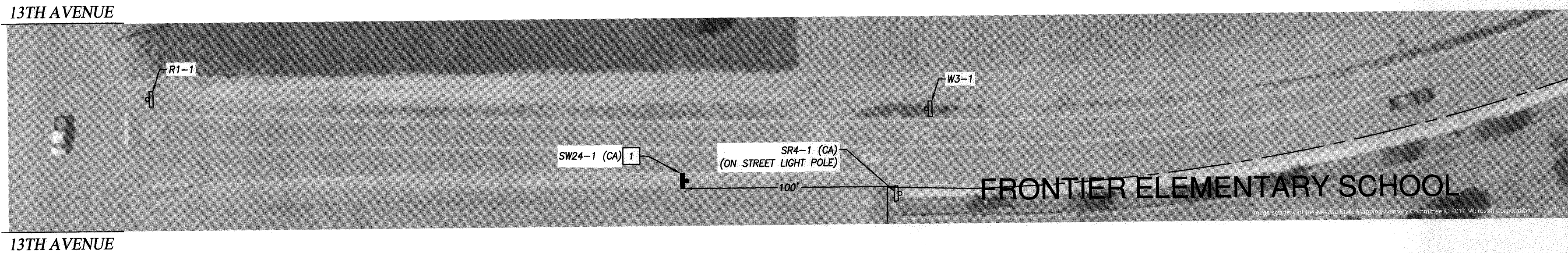
SHEET NO.: 17 OF 59

CONSTRUCTION NOTES

- 1. INSTALL NEW OR RELOCATED SIGN(S), AS NOTED, AND SIGN POST.
- 2. RELOCATE EXISTING SIGN(S), AS NOTED.
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- 9. REPAINT EXISTING HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW).

LEGEND

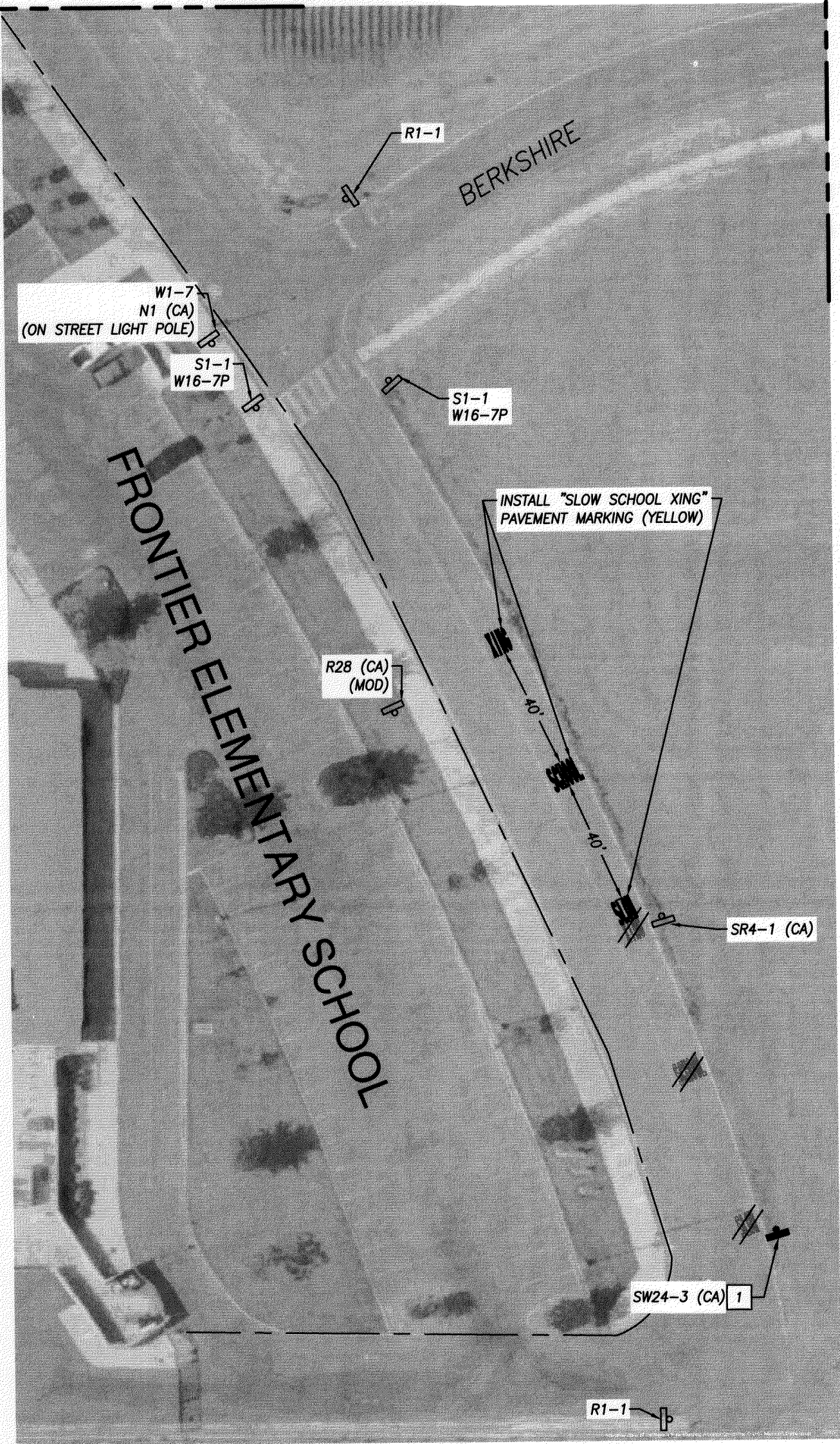
- EXISTING SIGN(S), AS NOTED, AND SIGN POST TO REMAIN, UNLESS OTHERWISE NOTED.
- NEW OR RELOCATED SIGN(S), AS NOTED.
- SCHOOL BOUNDARY.
- REMOVE EXISTING STRIPING AND/OR PAVEMENT MARKINGS AS NOTED.



MUSTANG DRIVE
(SEE ALSO SHEET 43)

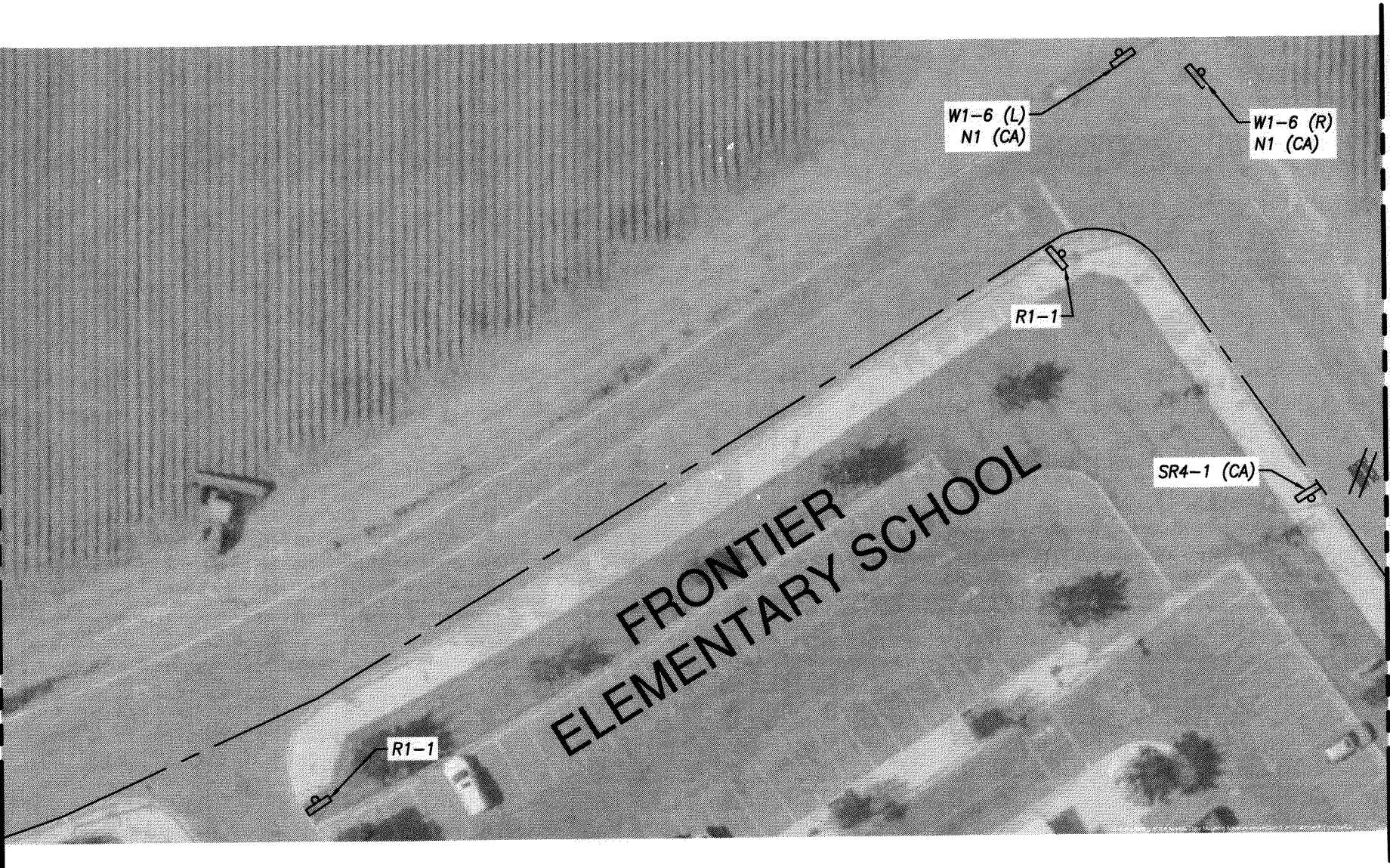
MATCHLINE A
SEE BOTTOM LEFT

MATCHLINE C
SEE LEFT



MUSTANG DRIVE
(SEE ALSO SHEET 43)

MATCHLINE D
SEE BELOW

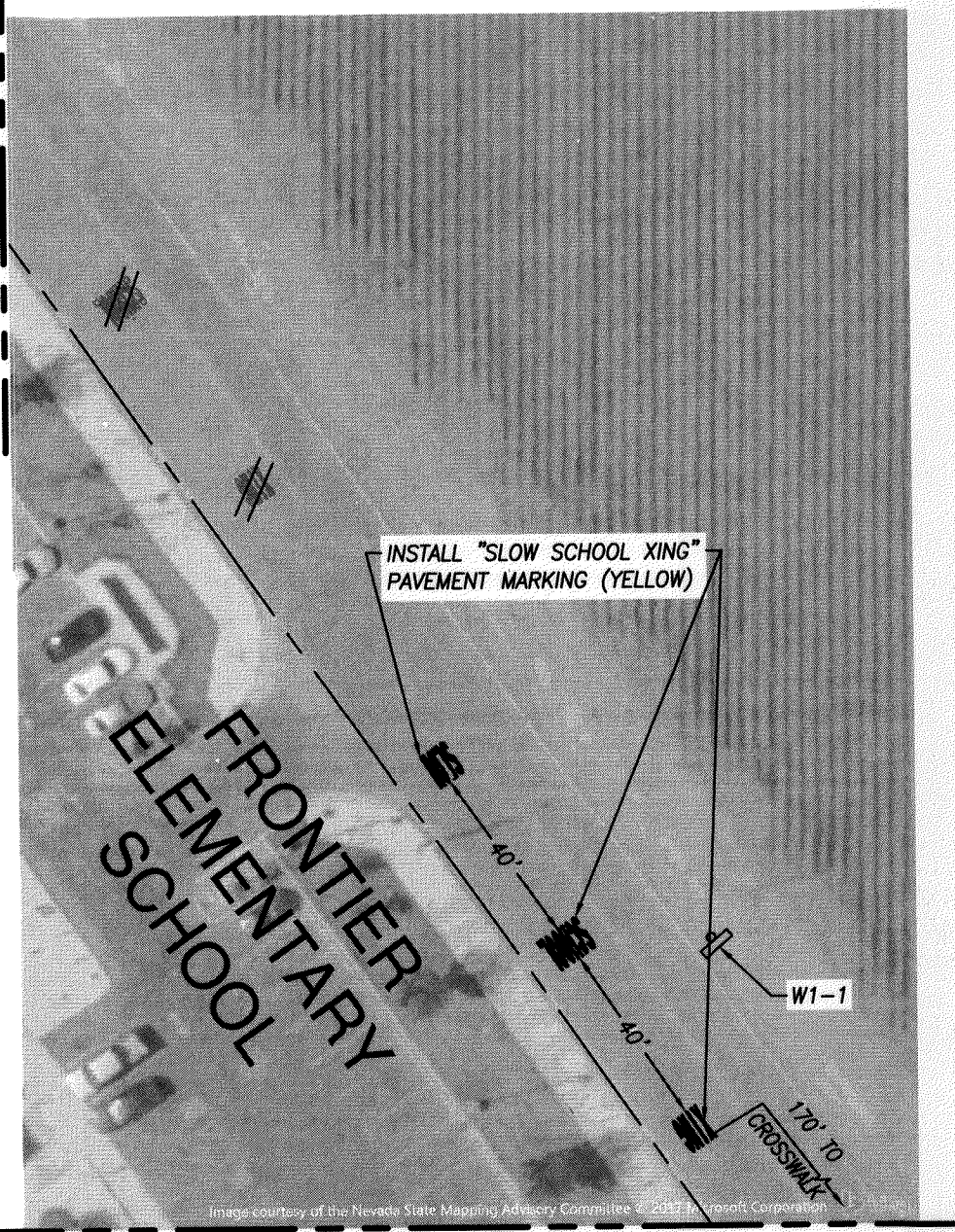


MUSTANG DRIVE
(SEE ALSO SHEET 43)

MATCHLINE A
SEE ABOVE RIGHT

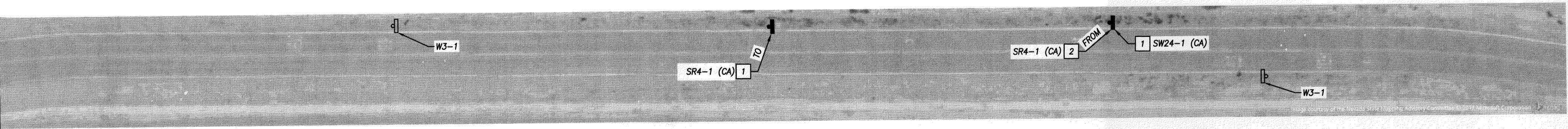
MATCHLINE B
SEE RIGHT

MATCHLINE B
SEE LEFT

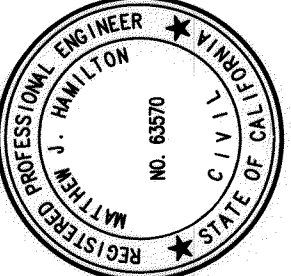
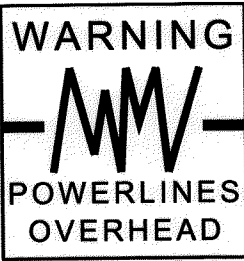
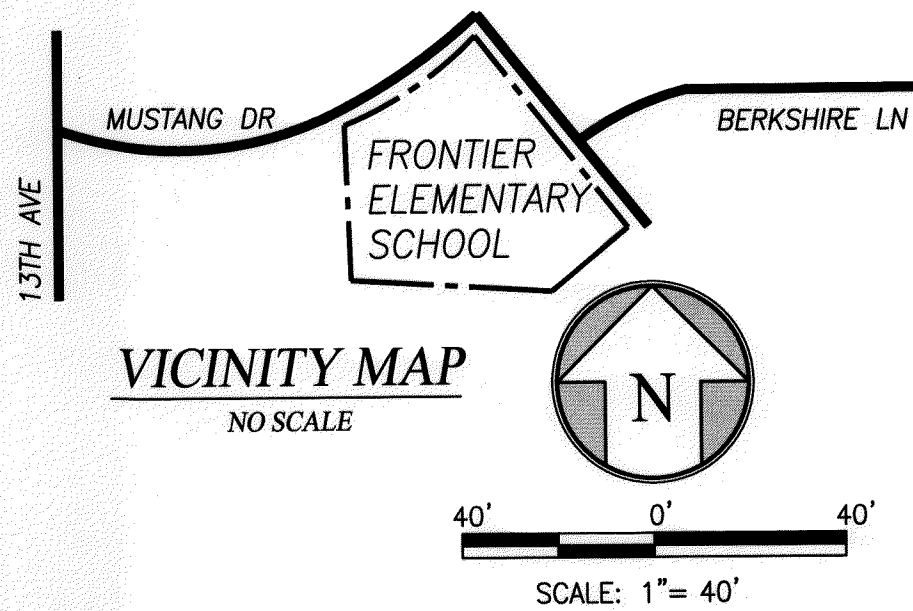


MATCHLINE C
SEE RIGHT
MUSTANG DRIVE
(SEE ALSO SHEET 43)

MATCHLINE D
SEE ABOVE

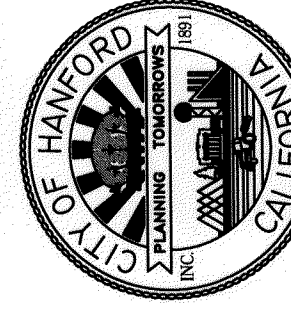


BERKSHIRE LANE
(SEE ALSO SHEET 43)



APPROVED BY: *William Hamilton*
DATE: 2/16/2018
R.C.E. 63570
DESIGN ENGINEER

BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS
FRONTIER ELEMENTARY SCHOOL

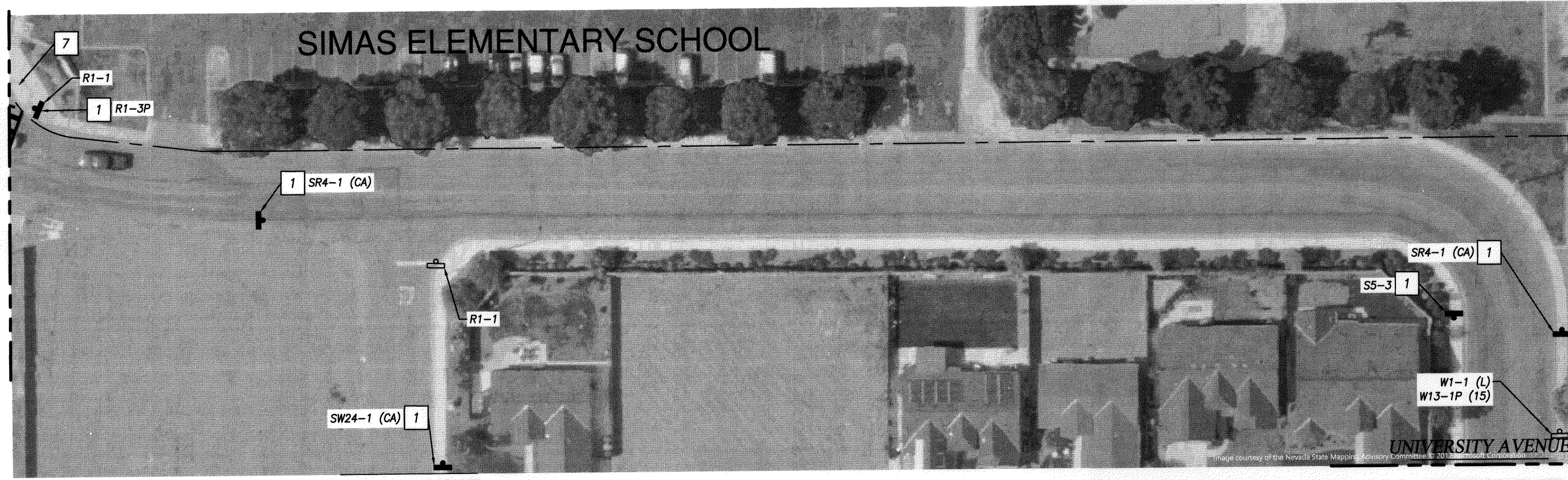


PROJECT NO.: 170080
DRAWN BY: M. MERRILL
QA/QC BY: L. WALLIS-DUTRA
SCALE: AS SHOWN
SHEET NO.: 18 OF 59

CONSTRUCTION NOTES

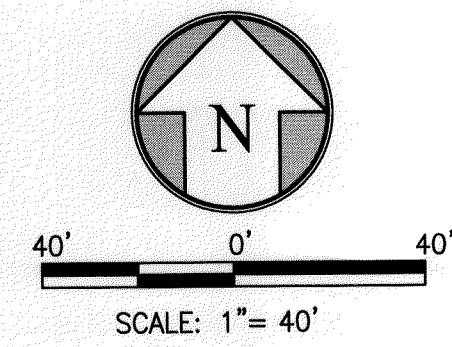
- 1 INSTALL NEW OR RELOCATED SIGN(S), AS NOTED, AND SIGN POST.
- 2 RELOCATE EXISTING SIGN(S), AS NOTED.
- 3 REMOVE AND SALVAGE EXISTING SIGN(S), AS NOTED, AND SIGN POST.
- 4 REMOVE EXISTING CROSSWALK.
- 5 INSTALL HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW).
- 6 CONSTRUCT NEW RAMPED CURB RETURN.
- 7 RECONSTRUCT RAMPED CURB RETURN.
- 8 INSTALL YELLOW CROSSWALK.
- 9 REPAINT EXISTING HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW).

MATCHLINE C
SEE BELOW

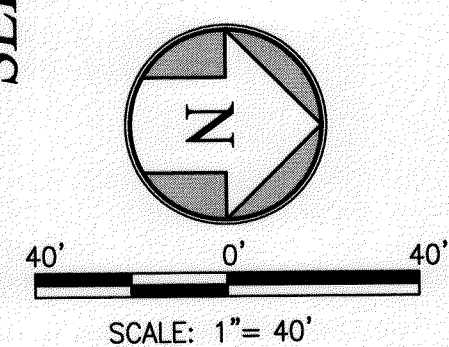
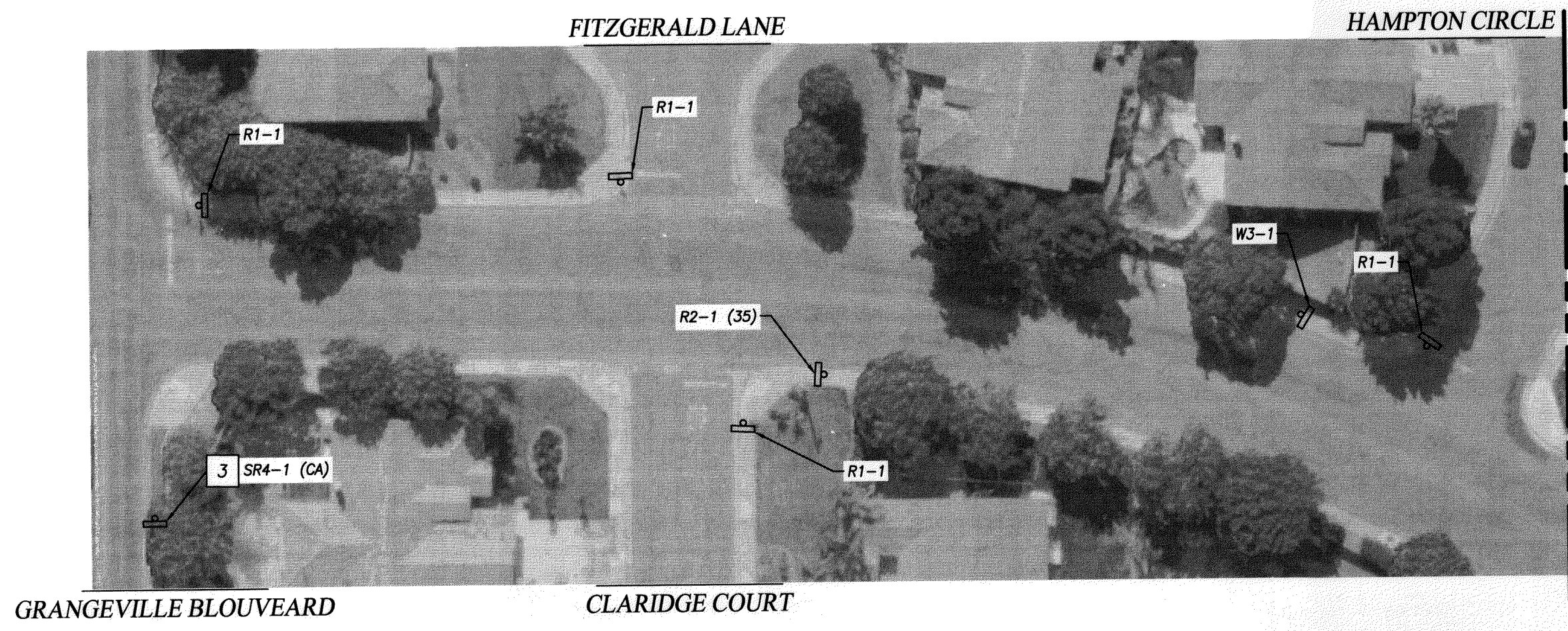


LEGEND

- EXISTING SIGN(S), AS NOTED, AND SIGN POST TO REMAIN, UNLESS OTHERWISE NOTED.
- NEW OR RELOCATED SIGN(S), AS NOTED.
- SCHOOL BOUNDARY.
- REMOVE EXISTING STRIPING AND/OR PAVEMENT MARKINGS AS NOTED.



MATCHLINE A
SEE SHEET 20



FITZGERALD LANE

(SEE ALSO SHEET 50)

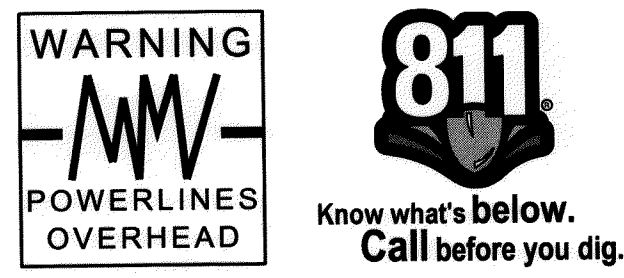
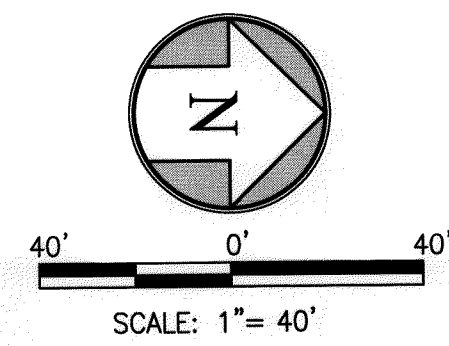
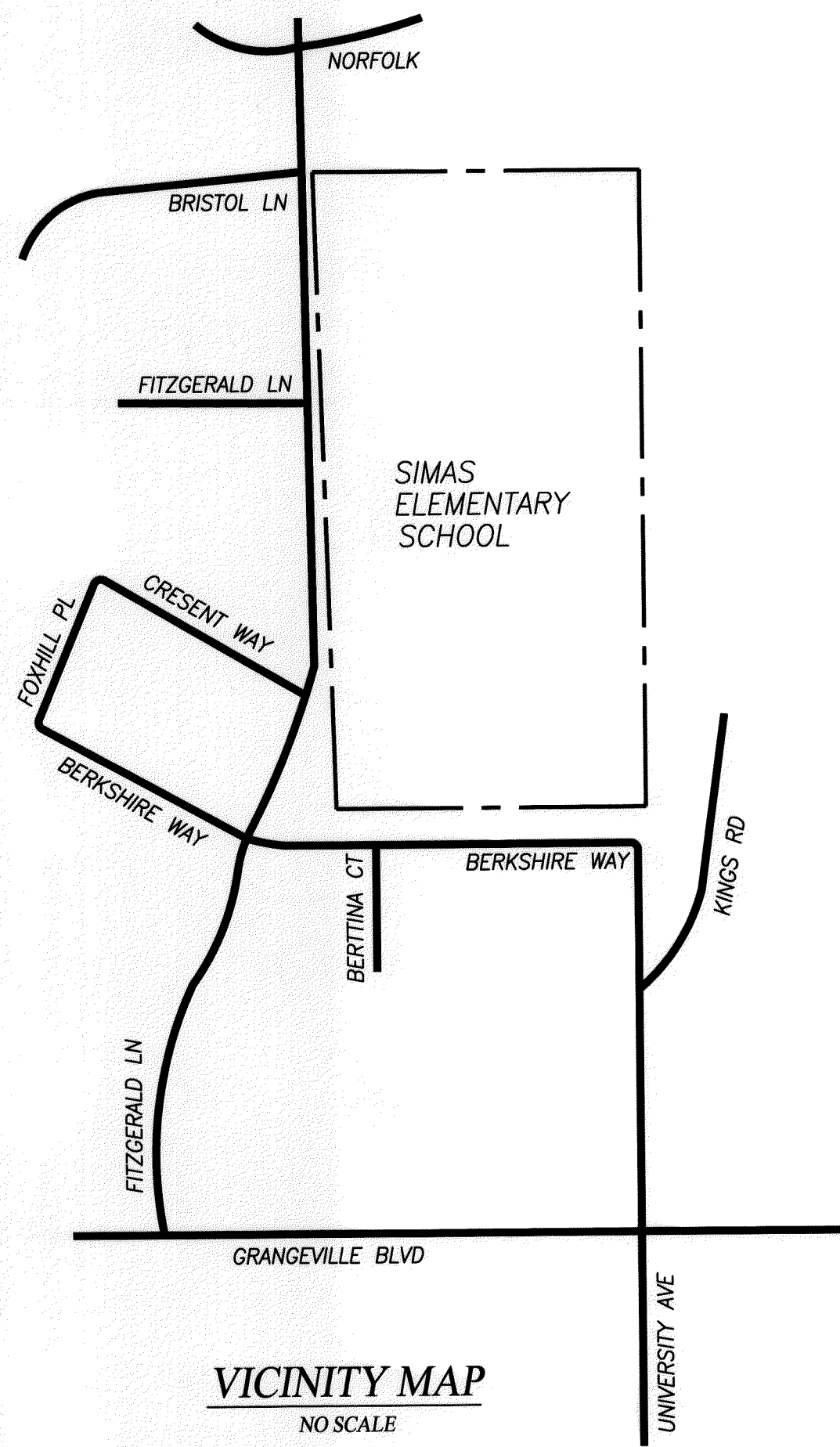
MATCHLINE B
SEE ABOVE



MATCHLINE D
SEE SHEET 20

FITZGERALD LANE

(SEE ALSO SHEET 50)



DATE	
REVISIONS	
NO.	
APPROVED BY:	DATE
	2/16/2018
MATTHEW J. HAMILTON DESIGN ENGINEER	
PROJECT NO.: 170080	
DRAWN BY: M. MERRILL	
QA/QC BY: L. WALLIS-DUTRA	
SCALE: AS SHOWN	
SHEET NO.: 19 OF 59	

BICYCLE AND PEDESTRIAN FACILITIES IMPROVEMENTS
SIMAS ELEMENTARY SCHOOL

BY:
901 EAST MAIN STREET
VISALIA, CA 93232
TEL: (559) 733-0440
WWW.QRCINC.COM
© COPYRIGHT BY QRC INC. INC. UNAUTHORIZED USE PROHIBITED.

Attachment: 00-FULL SETa (Bike-Ped Plan)

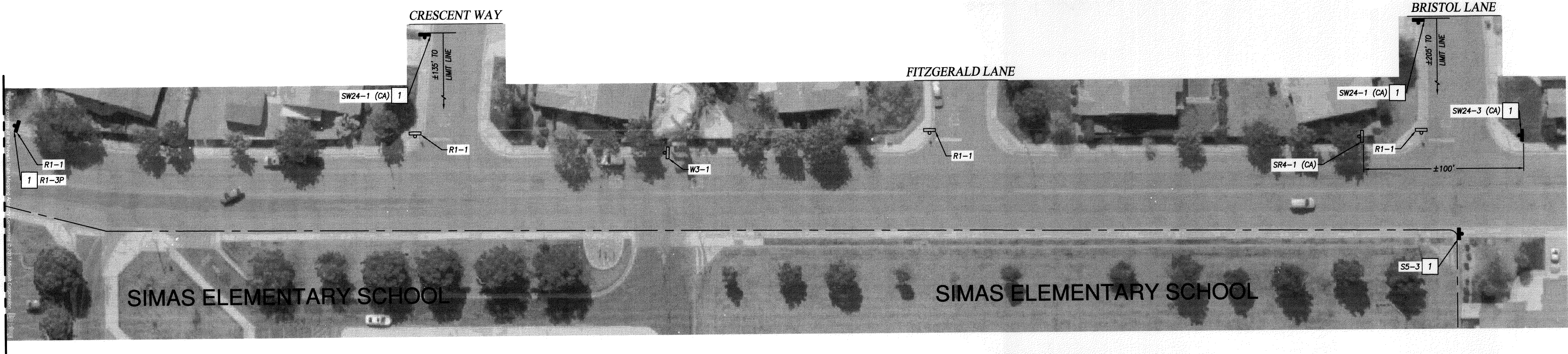
CONSTRUCTION NOTES

- 1 INSTALL NEW OR RELOCATED SIGN(S), AS NOTED, AND SIGN POST.
- 2 RELOCATE EXISTING SIGN(S), AS NOTED.
- 3 REMOVE AND SALVAGE EXISTING SIGN(S), AS NOTED, AND SIGN POST.
- 4 REMOVE EXISTING CROSSWALK.
- 5 INSTALL HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW).
- 6 CONSTRUCT NEW RAMPED CURB RETURN.
- 7 RECONSTRUCT RAMPED CURB RETURN.
- 8 INSTALL YELLOW CROSSWALK.
- 9 REPAINT EXISTING HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW).

LEGEND

- EXISTING SIGN(S), AS NOTED, AND SIGN POST TO REMAIN, UNLESS OTHERWISE NOTED.
- NEW OR RELOCATED SIGN(S), AS NOTED.
- SCHOOL BOUNDARY.
- REMOVE EXISTING STRIPING AND/OR PAVEMENT MARKINGS AS NOTED.

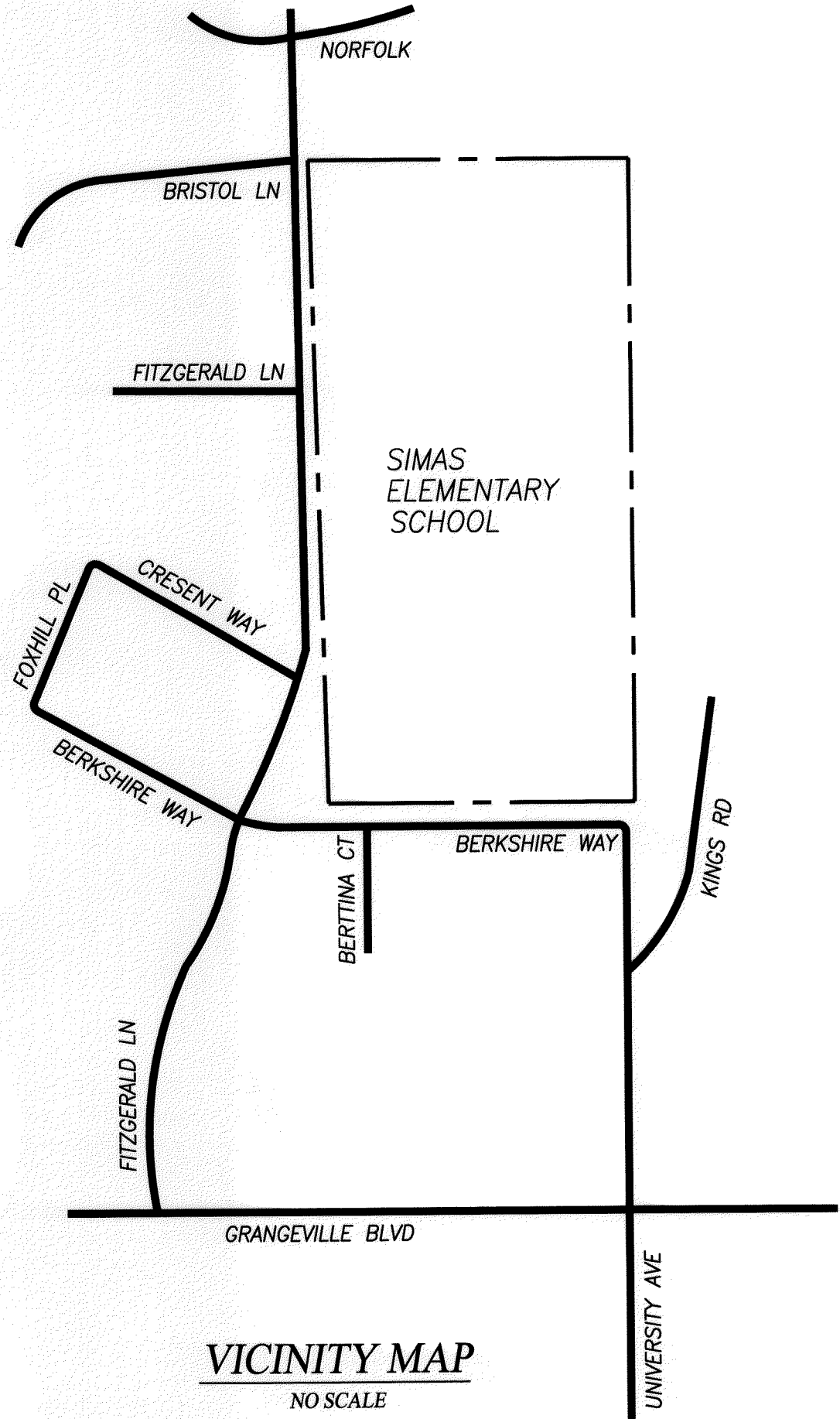
MATCHLINE D
SEE SHEET 19



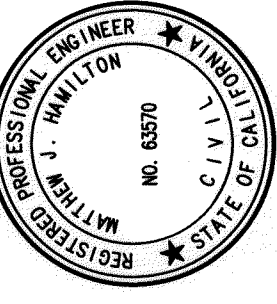
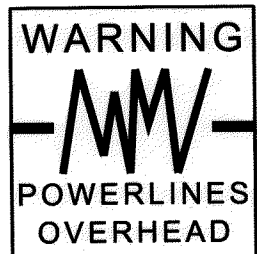
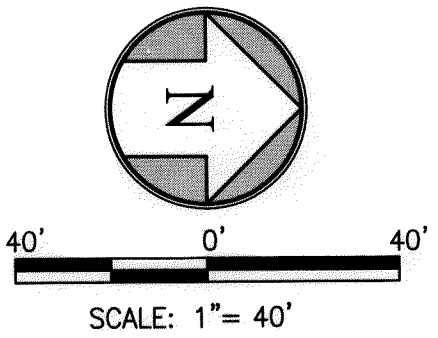
FITZGERALD LANE
(SEE ALSO SHEET 50)



UNIVERSITY AVENUE

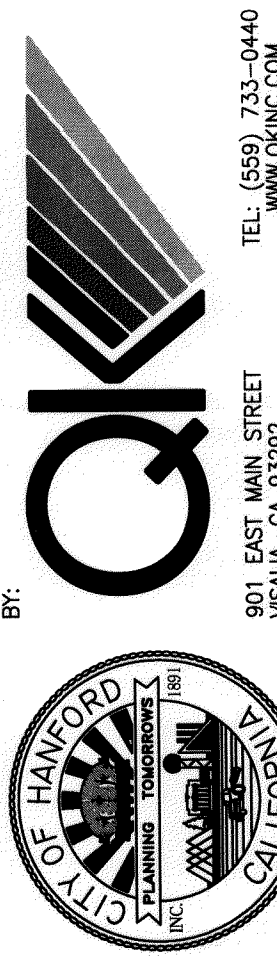


VICINITY MAP
NO SCALE



APPROVED BY: *[Signature]*
DATE: 2/16/2018
DESIGN ENGINEER
R.C.E. 63570

BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS
SIMAS ELEMENTARY SCHOOL



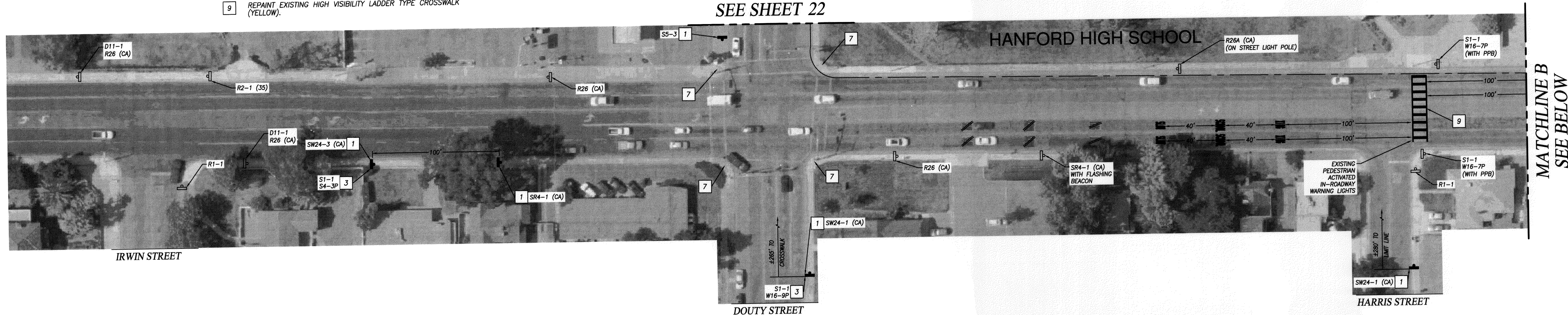
CONSTRUCTION NOTES

- | | |
|---|--|
| 1 | INSTALL NEW OR RELOCATED SIGN(S), AS NOTED, AND SIGN POST. |
| 2 | RELOCATE EXISTING SIGN(S), AS NOTED. |
| 3 | REMOVE AND SALVAGE EXISTING SIGN(S), AS NOTED, AND SIGN POST. |
| 4 | REMOVE EXISTING CROSSWALK. |
| 5 | INSTALL HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW). |
| 6 | CONSTRUCT NEW RAMPED CURB RETURN. |
| 7 | RECONSTRUCT RAMPED CURB RETURN. |
| 8 | INSTALL YELLOW CROSSWALK. |
| 9 | REPAINT EXISTING HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW). |

LEGEND

- 1 EXISTING SIGN(S), AS NOTED, AND SIGN POST TO REMAIN, UNLESS OTHERWISE NOTED.
 2 NEW OR RELOCATED SIGN(S), AS NOTED.
 --- SCHOOL BOUNDARY.
 // REMOVE EXISTING STRIPING AND/OR PAVEMENT MARKINGS AS NOTED.

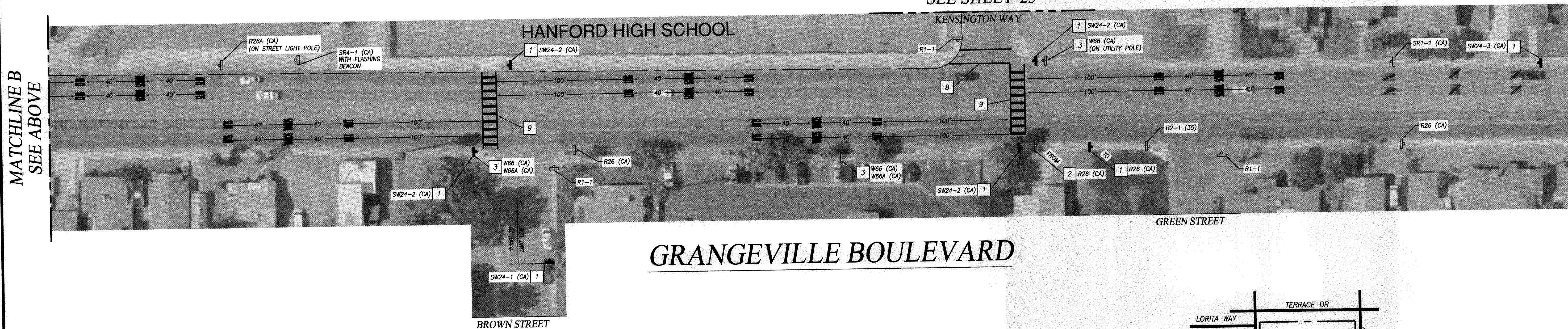
MATCHLINE A
SEE SHEET 22



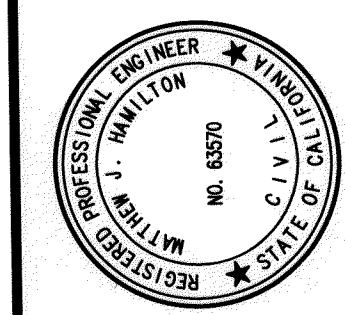
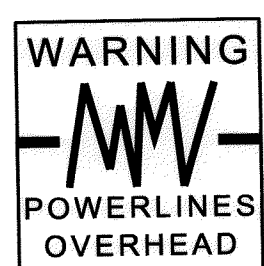
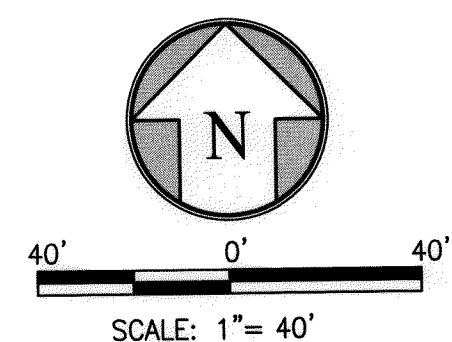
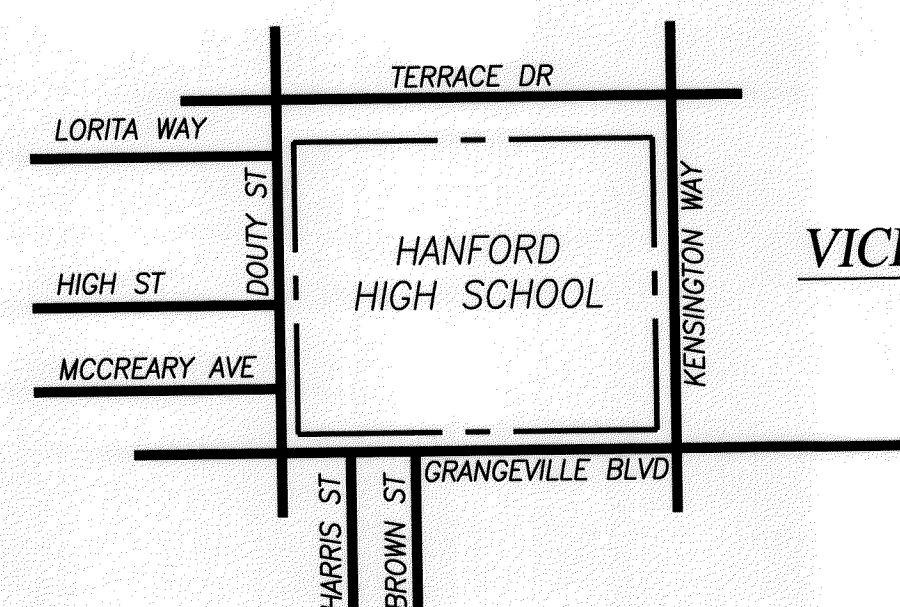
**MATCHLINE B
SEE BELOW**

GRANGEVILLE BOULEVARD

MATCHLINE C
SEE SHEET 23



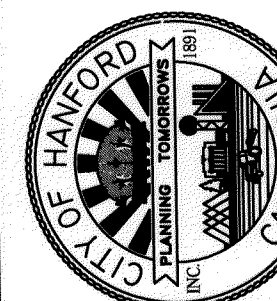
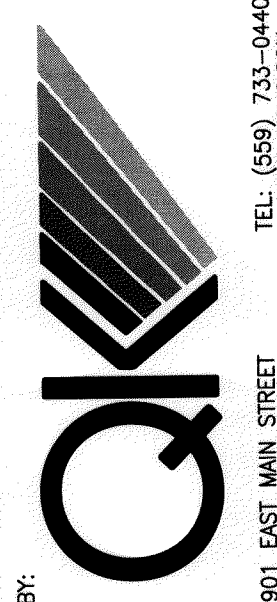
GRANGEVILLE BOULEVARD



APPROVED BY:  R.C.E. 63570
2/16/2018
DATE
MATTHEW J. HAMILTON
DESIGN ENGINEER

BICYCLE AND PEDESTRIAN FACILITIES IMPROVEMENTS

HANFORD HIGH SCHOOL



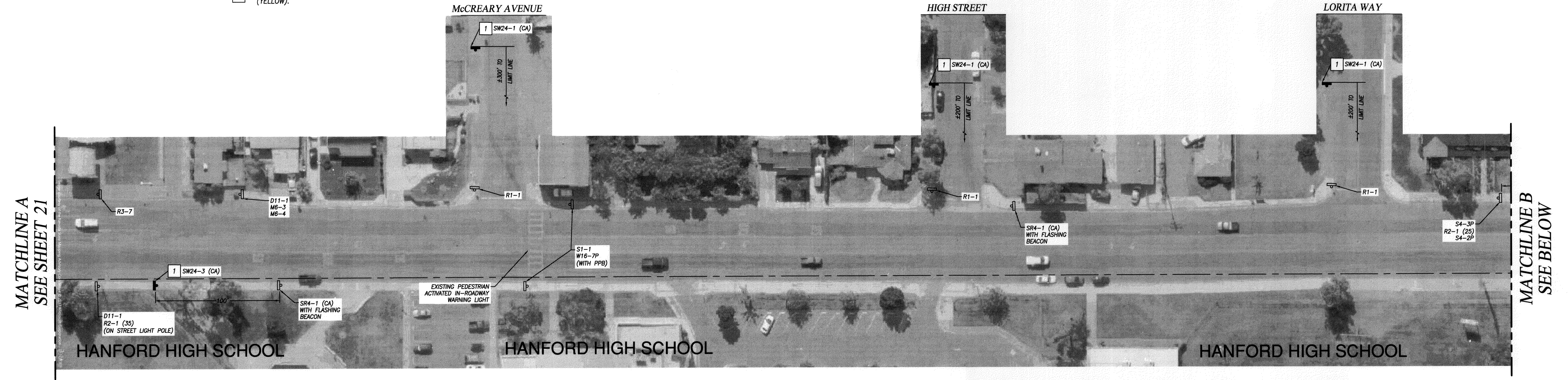
PROJECT NO.: 170080
DRAWN BY: M. MERRILL
QA/QC BY: L. WALLIS-DUTRA
SCALE: AS SHOWN
SHEET NO.: 21 OF 59

CONSTRUCTION NOTES

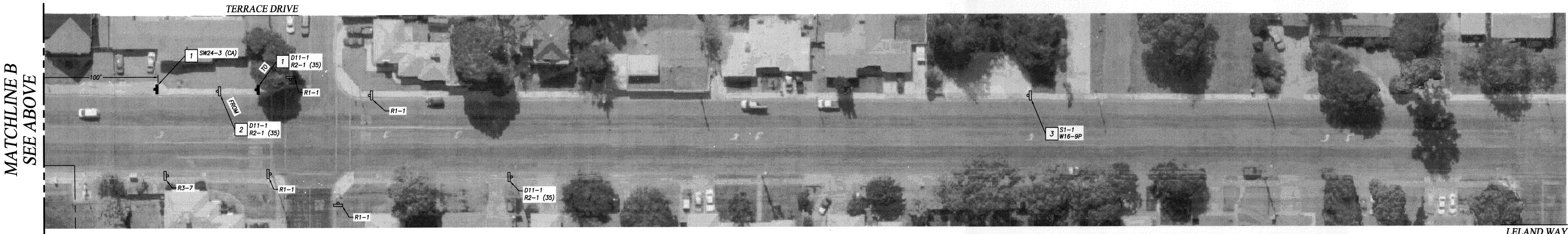
- 1 INSTALL NEW OR RELOCATED SIGN(S), AS NOTED, AND SIGN POST.
- 2 RELOCATE EXISTING SIGN(S), AS NOTED.
- 3 REMOVE AND SALVAGE EXISTING SIGN(S), AS NOTED, AND SIGN POST.
- 4 REMOVE EXISTING CROSSWALK.
- 5 INSTALL HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW).
- 6 CONSTRUCT NEW RAMPED CURB RETURN.
- 7 RECONSTRUCT RAMPED CURB RETURN.
- 8 INSTALL YELLOW CROSSWALK.
- 9 REPAINT EXISTING HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW).

LEGEND

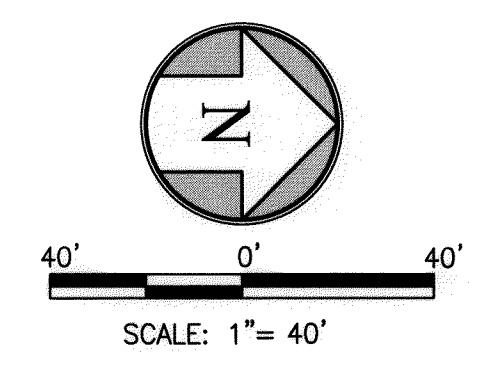
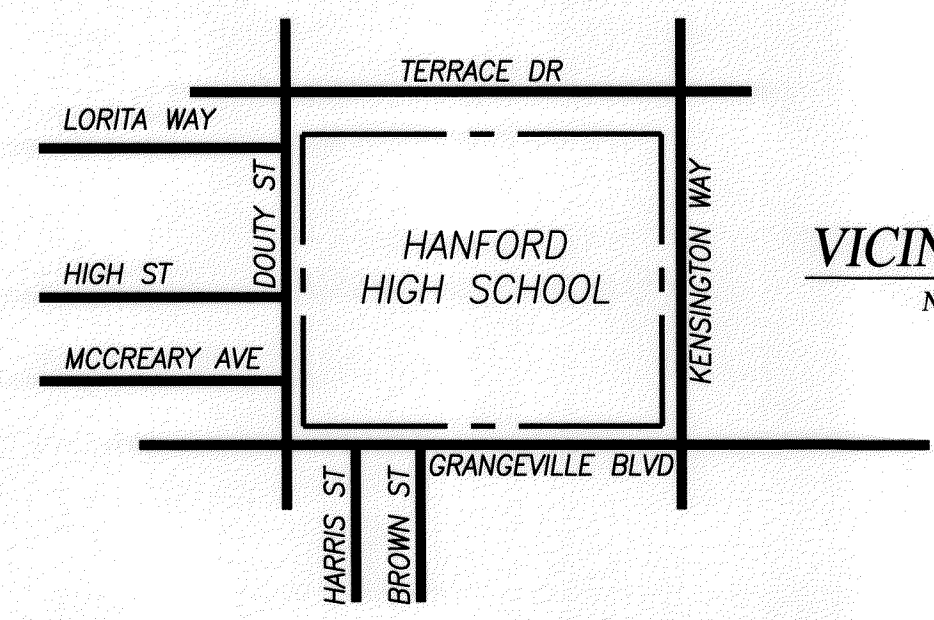
- EXISTING SIGN(S), AS NOTED, AND SIGN POST TO REMAIN, UNLESS OTHERWISE NOTED.
- NEW OR RELOCATED SIGN(S), AS NOTED.
- SCHOOL BOUNDARY.
- REMOVE EXISTING STRIPING AND/OR PAVEMENT MARKINGS AS NOTED.



DOUTY STREET



DOUTY STREET



DATE

REVISIONS

NO.

REGISTERED PROFESSIONAL ENGINEER

NO. 63570

CALIFORNIA

APPROVED BY:

2/16/2018

DATE

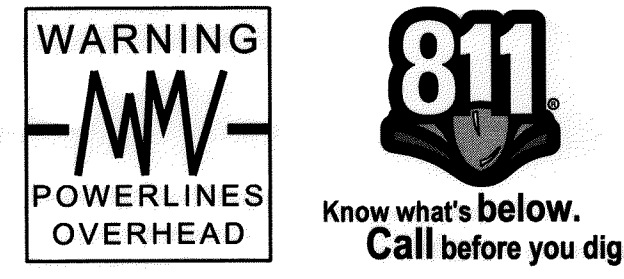
PROJECT NO.: 170080

DRAWN BY: M. MERRILL

QA/QC BY: L. WALLIS-OUTRA

SCALE: AS SHOWN

SHEET NO.: 22 OF 59



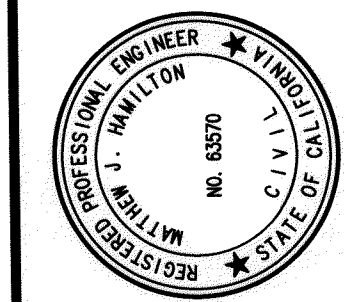
1	INSTALL NEW OR RELOCATED SIGN(S), AS NOTED, AND SIGN POST.
2	RELOCATE EXISTING SIGN(S), AS NOTED.
3	REMOVE AND SALVAGE EXISTING SIGN(S), AS NOTED, AND SIGN POST.
4	REMOVE EXISTING CROSSWALK.
5	INSTALL HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW).
6	CONSTRUCT NEW RAMPED CURB RETURN.
7	RECONSTRUCT RAMPED CURB RETURN.
8	INSTALL YELLOW CROSSWALK.
9	REPAINT EXISTING HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW).

EXISTING SIGN(S), AS NOTED, AND SIGN POST TO REMAIN, UNLESS OTHERWISE NOTED.

NEW OR RELOCATED SIGN(S), AS NOTED.

SCHOOL BOUNDARY.

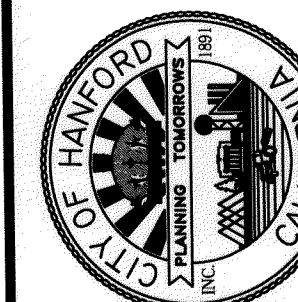
REMOVE EXISTING STRIPING AND/OR PAVEMENT MARKINGS AS NOTED.

[illegible]


MATTHEW J. HAMILTON
DESIGN ENGINEER
R.C.E. 63570

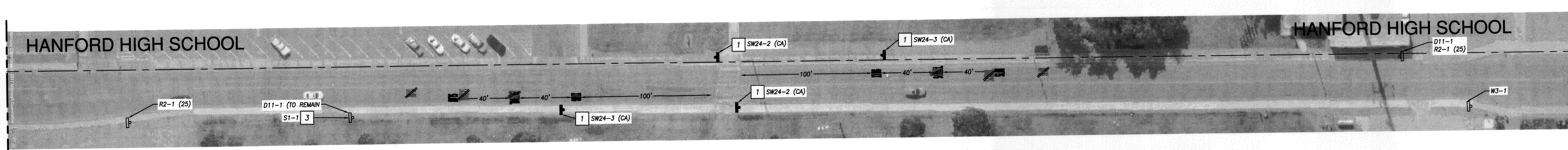
APPROVED BY: **2/16/2018**

BICYCLE AND PEDESTRIAN FACILITIES IMPROVEMENTS



PROJECT NO.: 170080
DRAWN BY: M. MERRILL
QA/QC BY: L. WALLIS-DUTRA
SCALE: AS SHOWN
SHEET NO.: 23 OF

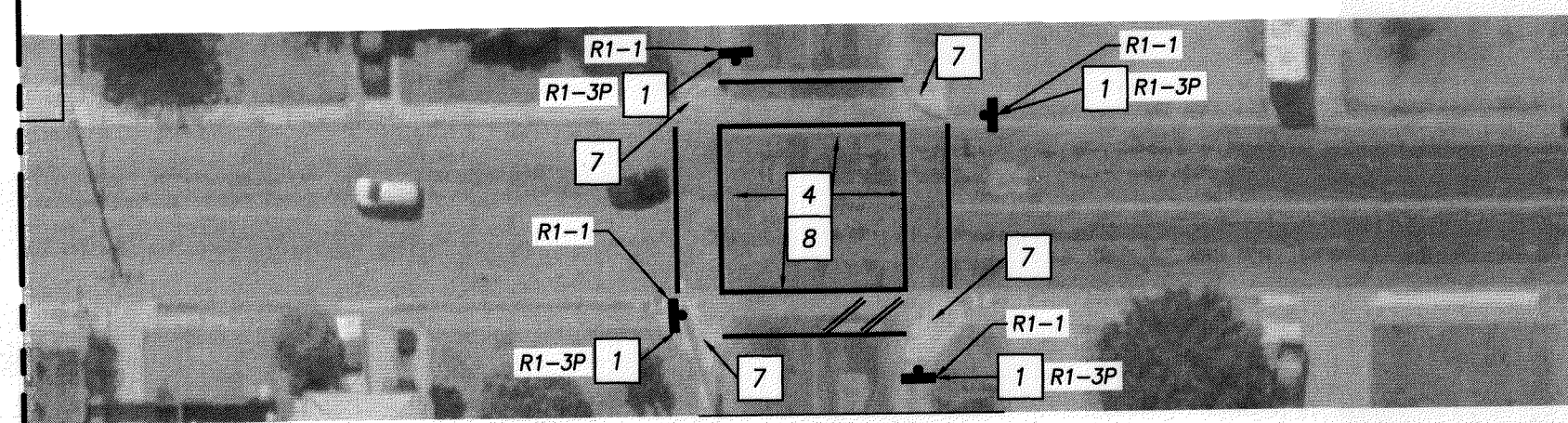
**MATCHLINE C
SEE SHEET 21**



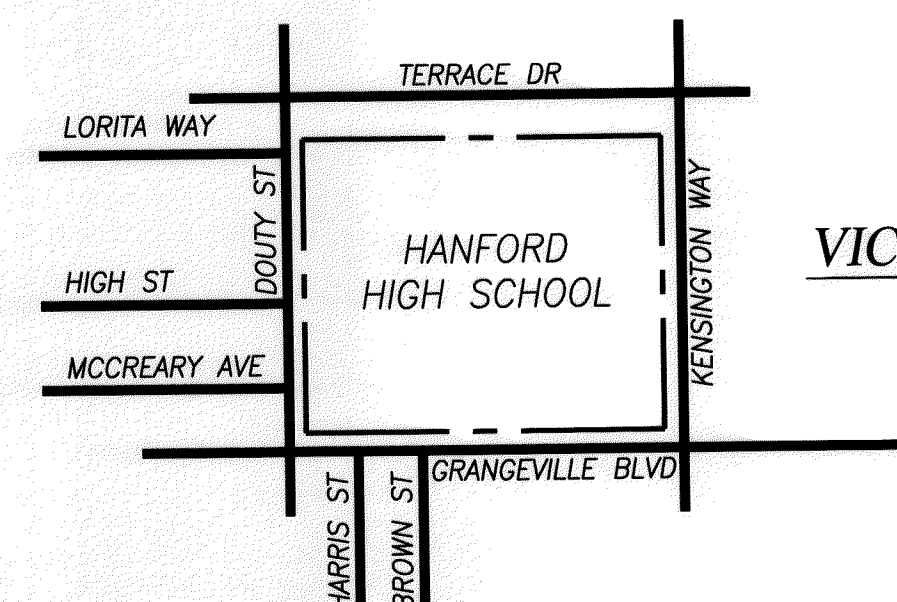
**MATCHLINE A
SEE BELOW**

KENSINGTON WAY

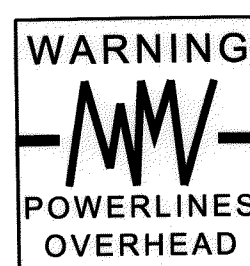
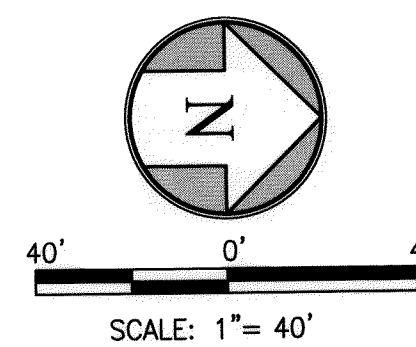
**MATCHLINE A
SEE ABOVE**



KENSINGTON WAY

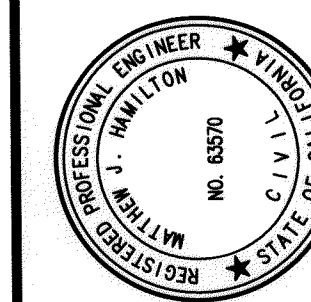
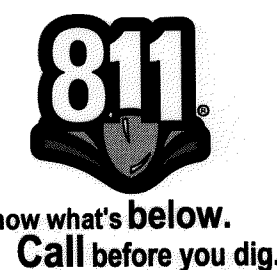
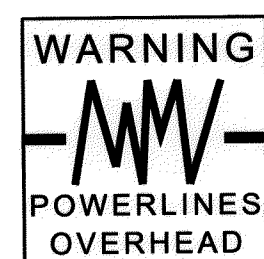
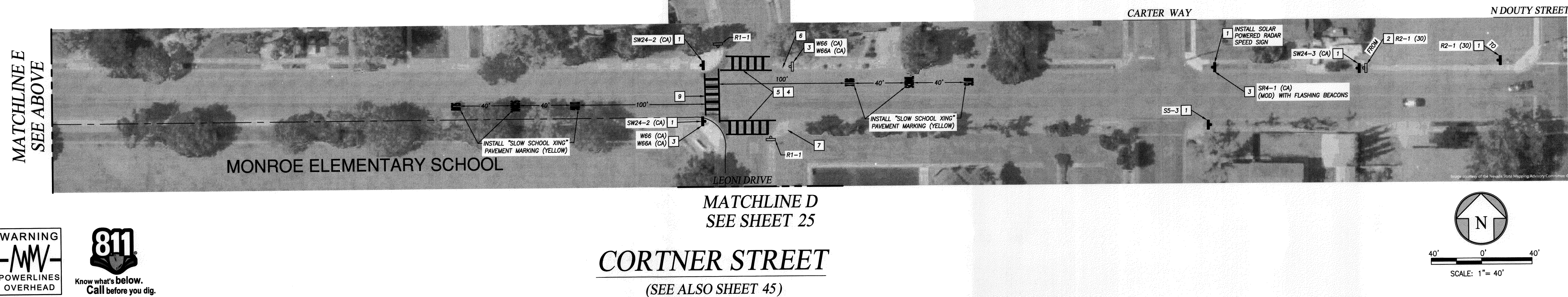
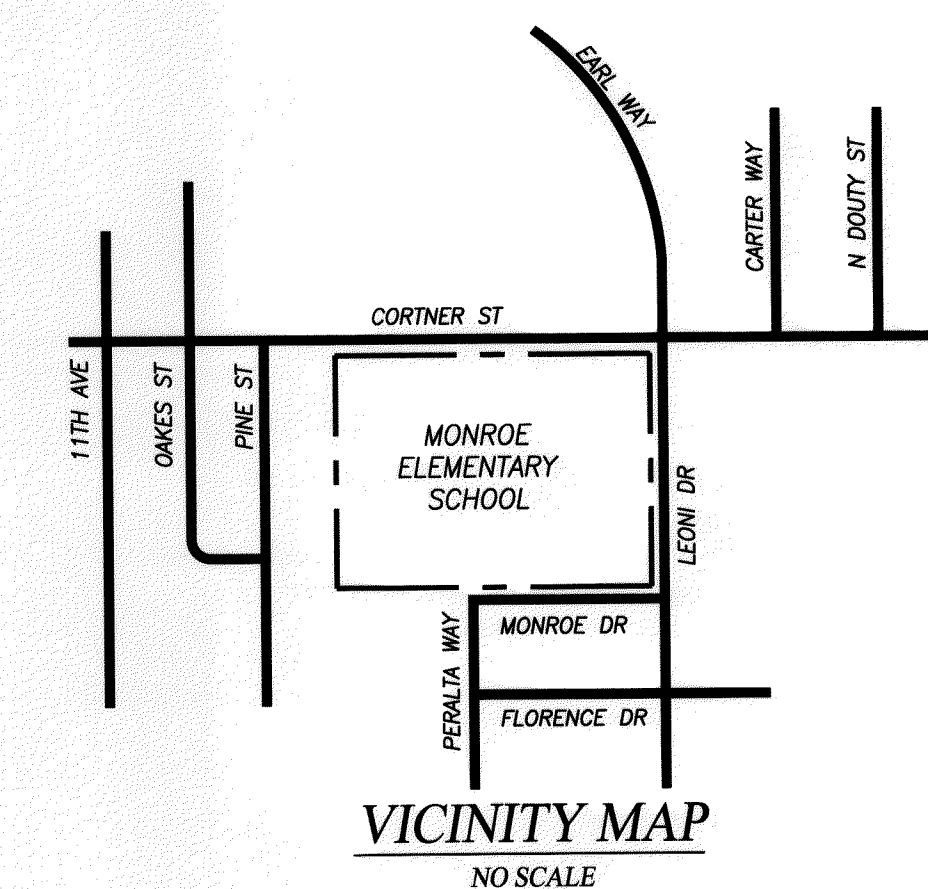
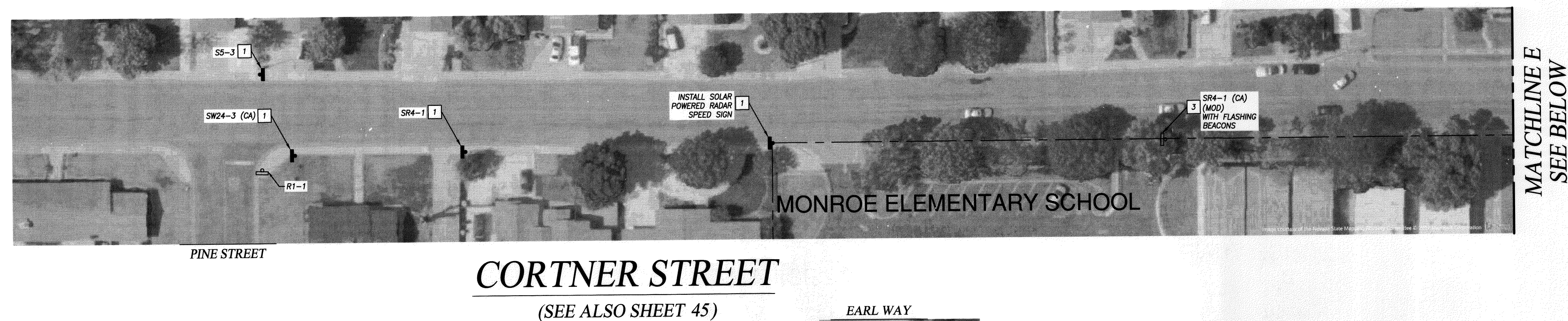


VICINITY MAP
NO SCALE



LEGEND

- 1 EXISTING SIGN(S), AS NOTED, AND SIGN POST TO REMAIN, UNLESS OTHERWISE NOTED.
 2 NEW OR RELOCATED SIGN(S), AS NOTED.
 --- SCHOOL BOUNDARY.
 // REMOVE EXISTING STRIPING AND/OR PAVEMENT MARKINGS AS NOTED.



APPROVED BY:  R.C.E. 63570
2/16/2018
DATE

BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS

MONROE ELEMENTARY SCHOOL



PROJECT NO.: 170080
DRAWN BY: M. MERRILL
QA/QC BY: L. WALLIS-DUTRA
SCALE: AS SHOWN
SHEET NO.: 24 OF 25

LEGEND

- EXISTING SIGN(S), AS NOTED, AND SIGN POST TO REMAIN, UNLESS OTHERWISE NOTED.
- NEW OR RELOCATED SIGN(S), AS NOTED.
- SCHOOL BOUNDARY.
- REMOVE EXISTING STRIPING AND/OR PAVEMENT MARKINGS AS NOTED.



FLORENCE DRIVE

PERALTA WAY

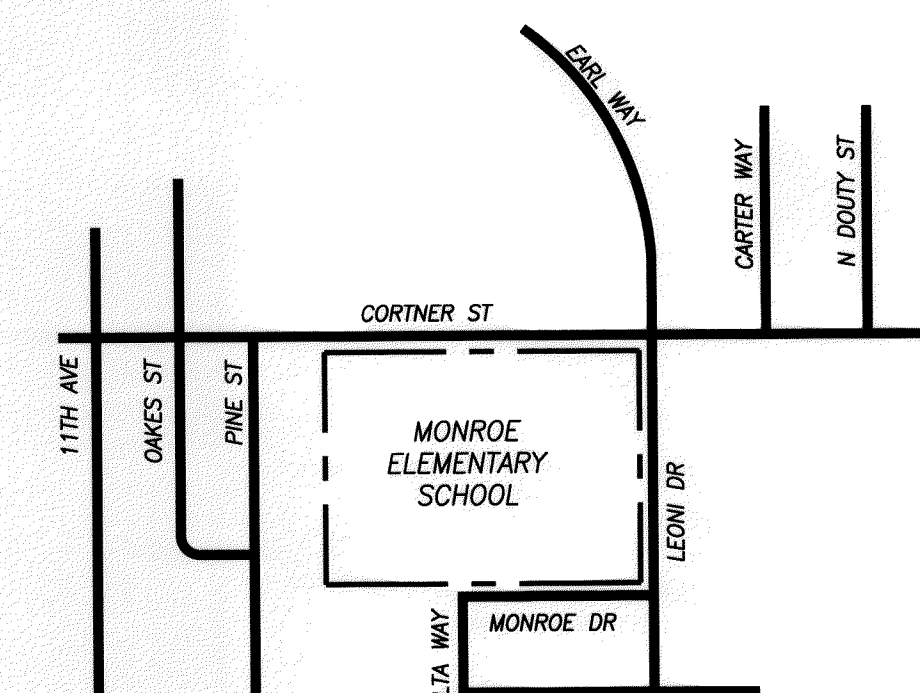


FLORENCE DRIVE

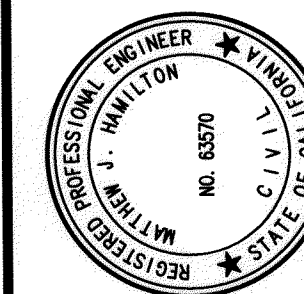
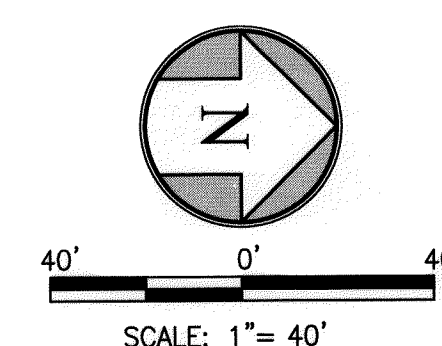
LEONI DRIVE



LEONI DRIVE



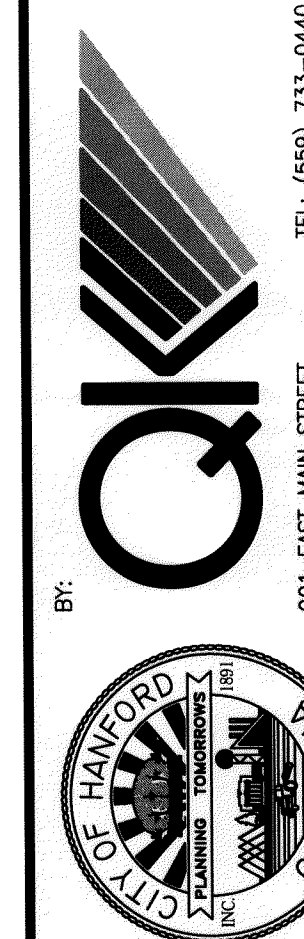
VICINITY MAP
NO SCALE



APPROVED BY:  R.C.E. 63570
2/16/2018
DATE

**BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS**

MONROE ELEMENTARY SCHOOL



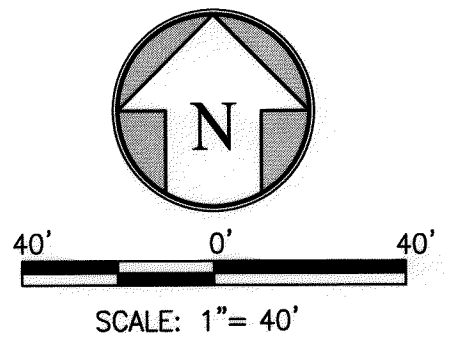
PROJECT NO.: 170080
DRAWN BY: M. MERRILL
QA/QC BY: L. WALLIS-DUTRA
SCALE: AS SHOWN
SHEET NO.: 25 OF 50

CONSTRUCTION NOTES

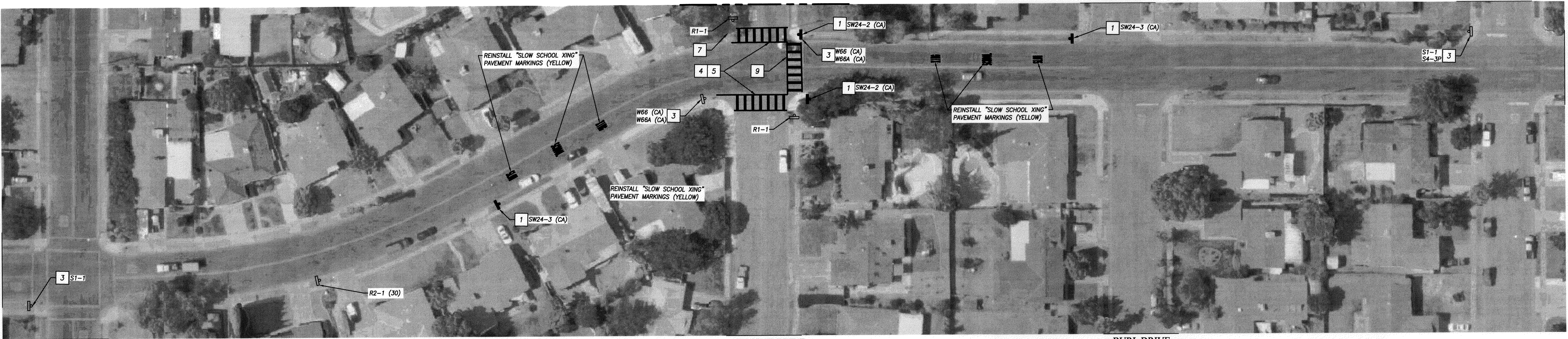
- 1 INSTALL NEW OR RELOCATED SIGN(S), AS NOTED, AND SIGN POST.
- 2 RELOCATE EXISTING SIGN(S), AS NOTED.
- 3 REMOVE AND SALVAGE EXISTING SIGN(S), AS NOTED, AND SIGN POST.
- 4 REMOVE EXISTING CROSSWALK.
- 5 INSTALL HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW).
- 6 CONSTRUCT NEW RAMPED CURB RETURN.
- 7 RECONSTRUCT RAMPED CURB RETURN.
- 8 INSTALL YELLOW CROSSWALK.
- 9 REPAINT EXISTING HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW).

LEGEND

- EXISTING SIGN(S), AS NOTED, AND SIGN POST TO REMAIN, UNLESS OTHERWISE NOTED.
- NEW OR RELOCATED SIGN(S), AS NOTED.
- SCHOOL BOUNDARY.
- REMOVE EXISTING STRIPING AND/OR PAVEMENT MARKINGS AS NOTED.

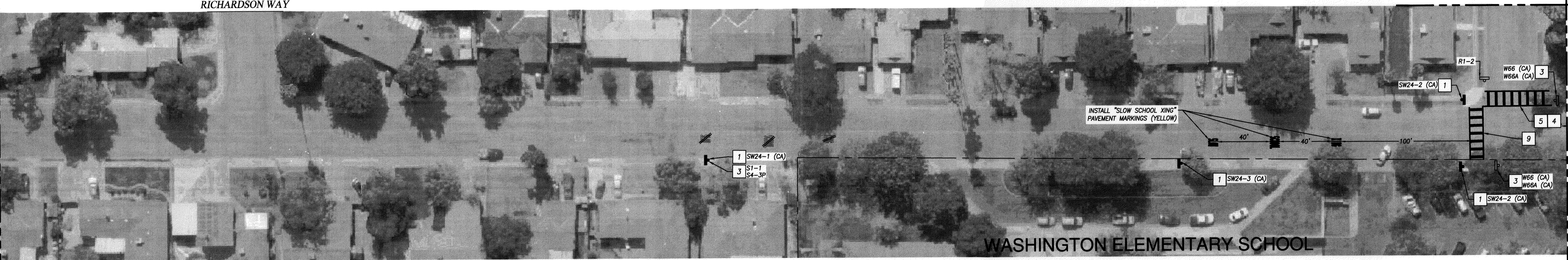


MATCHLINE A
SEE BELOW

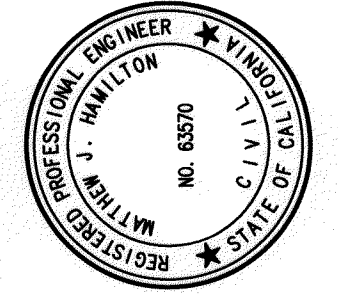
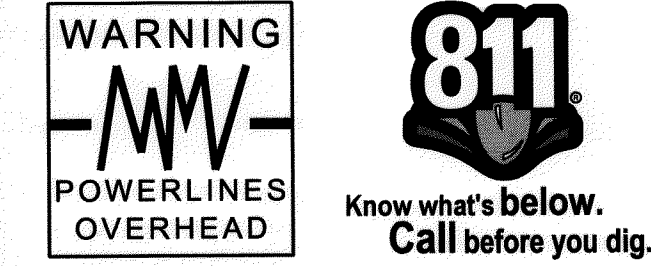
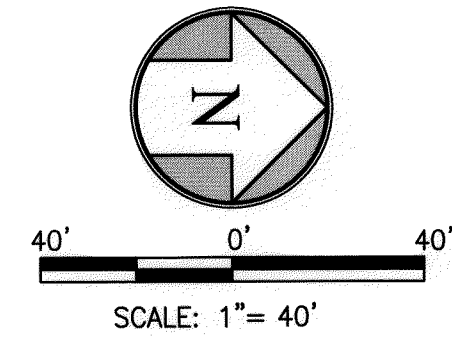
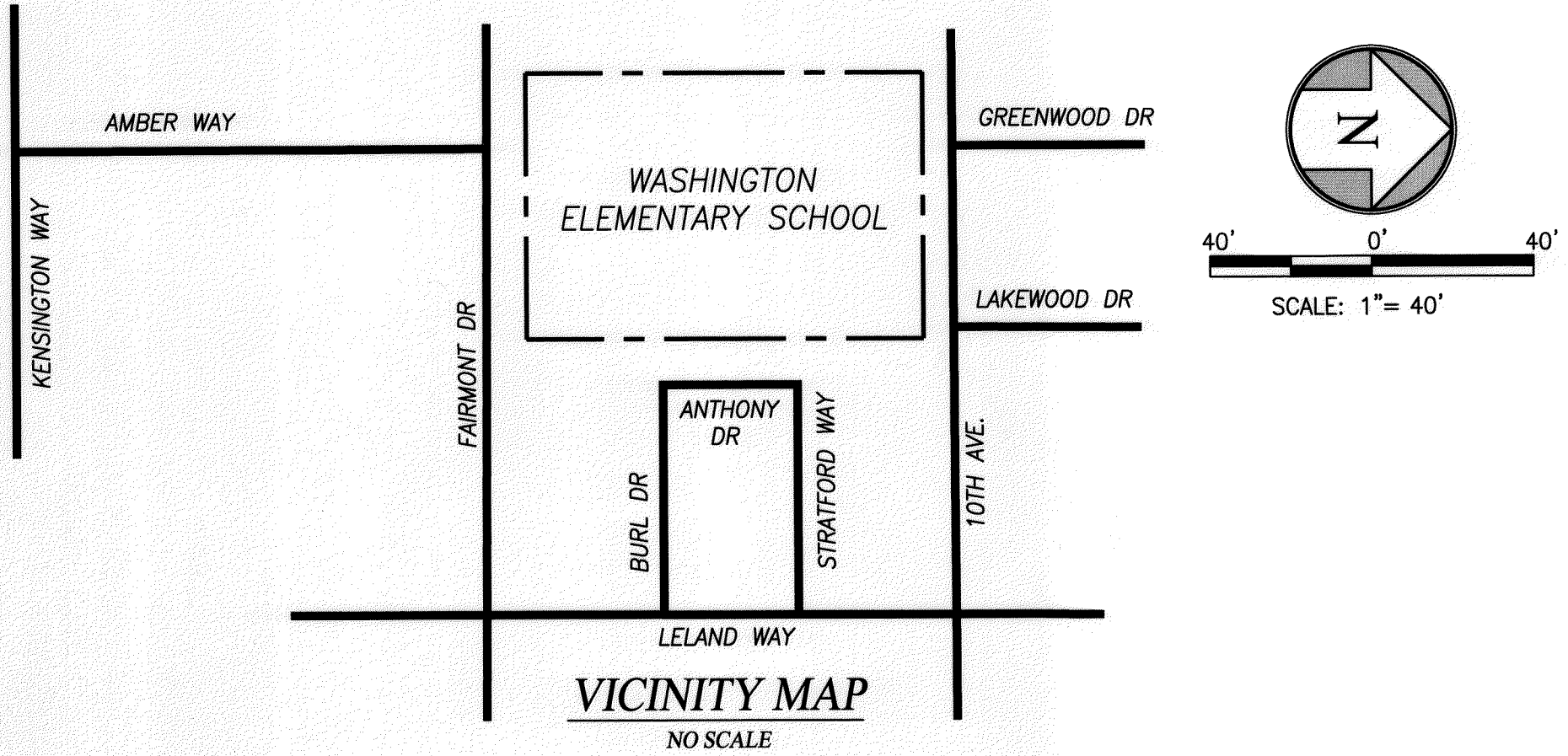


FAIRMONT DRIVE
LELAND WAY
(SEE ALSO SHEET 44)

MATCHLINE B
SEE SHEET 27

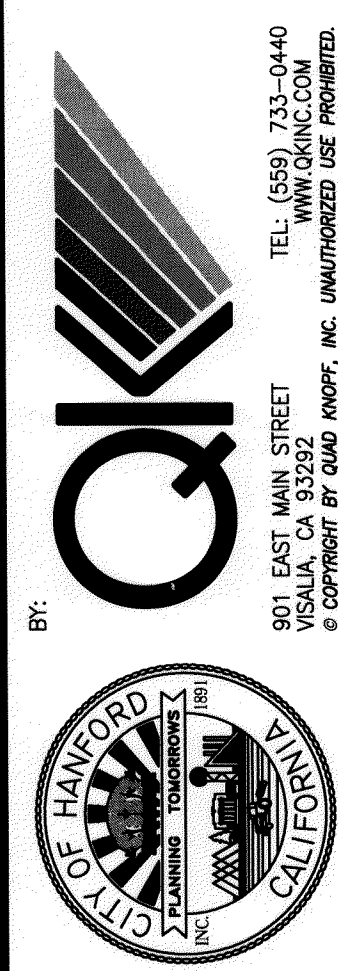


FAIRMONT DRIVE



APPROVED BY: *[Signature]*
DATE: 2/19/2019
R.C.E. 63570
DESIGN ENGINEER

BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS
WASHINGTON ELEMENTARY SCHOOL



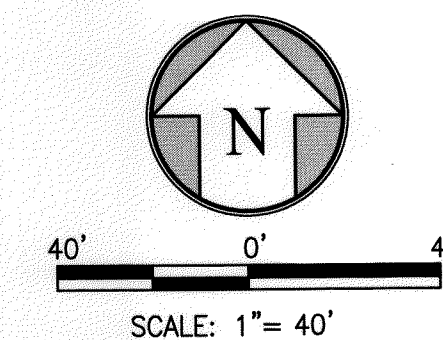
PROJECT NO.: 170080
DRAWN BY: M. MERRILL
QA/QC BY: L. WALLIS-DUTRA
SCALE: AS SHOWN
SHEET NO.: 26 OF 59

CONSTRUCTION NOTES

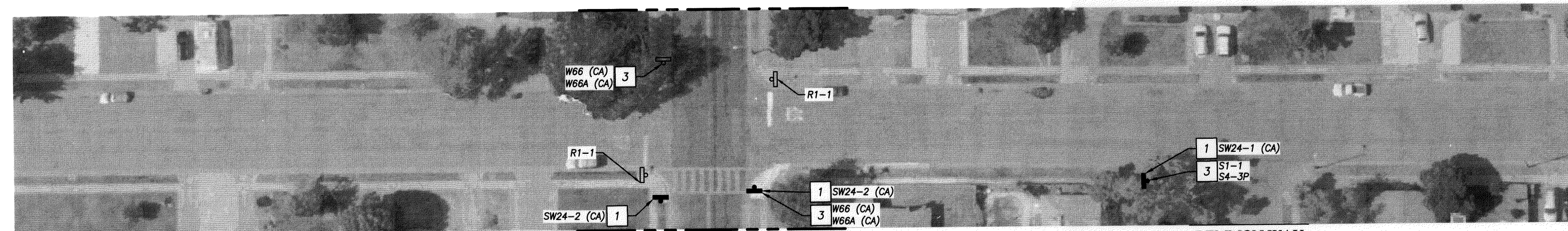
- | | |
|---|--|
| 1 | INSTALL NEW OR RELOCATED SIGN(S), AS NOTED, AND SIGN POST. |
| 2 | RELOCATE EXISTING SIGN(S), AS NOTED. |
| 3 | REMOVE AND SALVAGE EXISTING SIGN(S), AS NOTED, AND SIGN POST. |
| 4 | REMOVE EXISTING CROSSWALK. |
| 5 | INSTALL HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW). |
| 6 | CONSTRUCT NEW RAMPED CURB RETURN. |
| 7 | RECONSTRUCT RAMPED CURB RETURN. |
| 8 | INSTALL YELLOW CROSSWALK. |
| 9 | REPAINT EXISTING HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW). |

LEGEND

- [1] EXISTING SIGN(S), AS NOTED, AND SIGN POST TO REMAIN, UNLESS OTHERWISE NOTED.
 [2] NEW OR RELOCATED SIGN(S), AS NOTED.
 --- SCHOOL BOUNDARY.
 // REMOVE EXISTING STRIPING AND/OR PAVEMENT MARKINGS AS NOTED.



**MATCHLINE C
SEE BELOW**

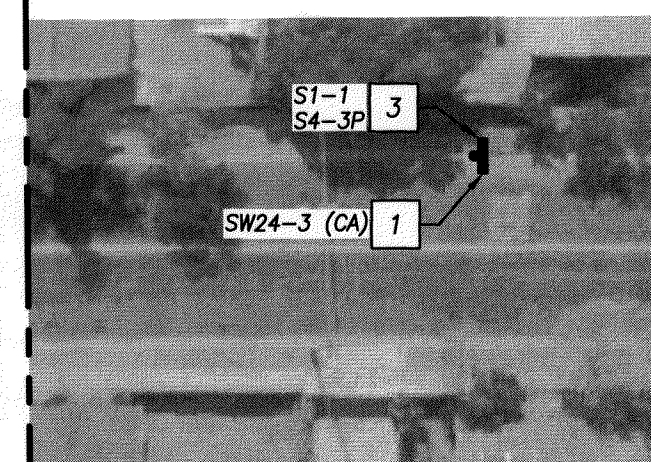


MATCHLINE B
SEE SHEET 26

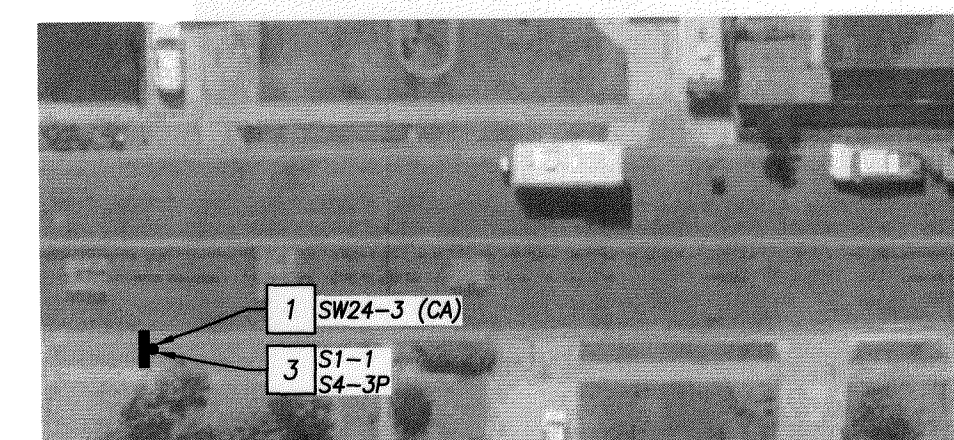
**MATCHLINE D
SEE BELOW**

AMBER WAY

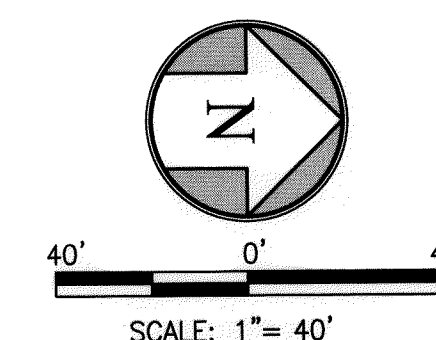
**MATCHLINE C
SEE ABOVE**



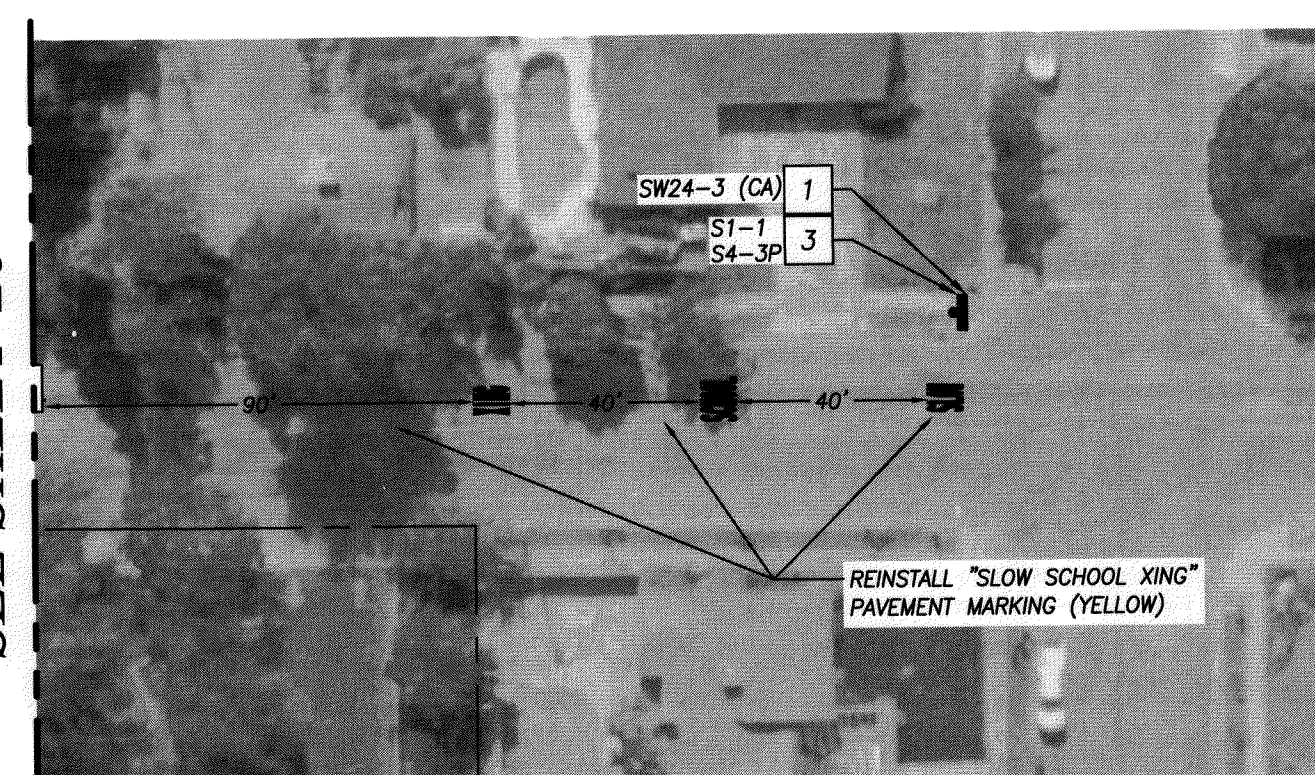
SEE ABOVE



KENSINGTON WAY

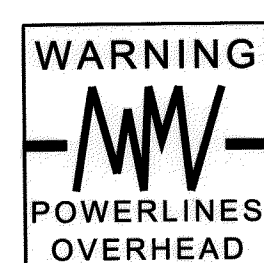
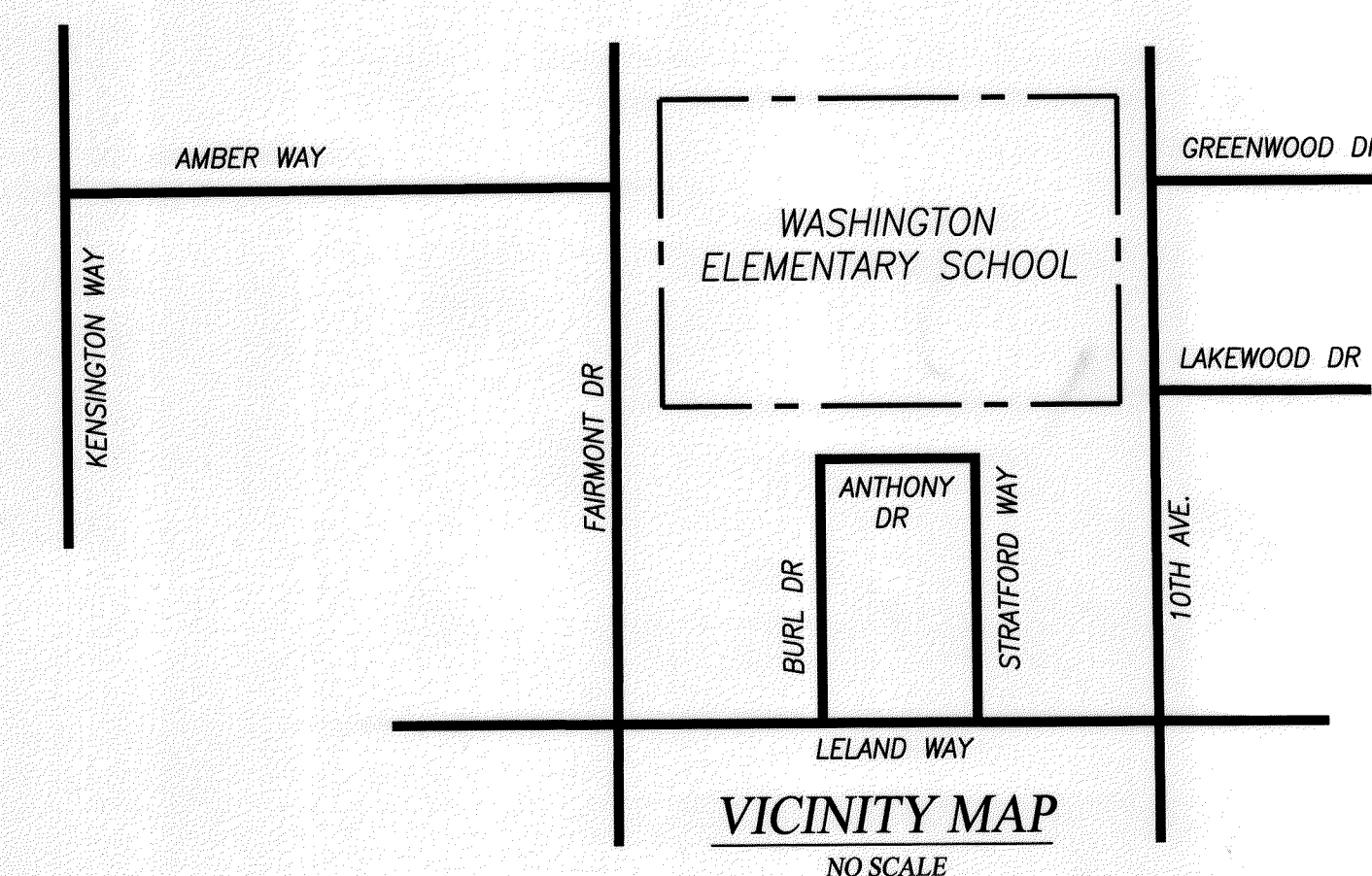
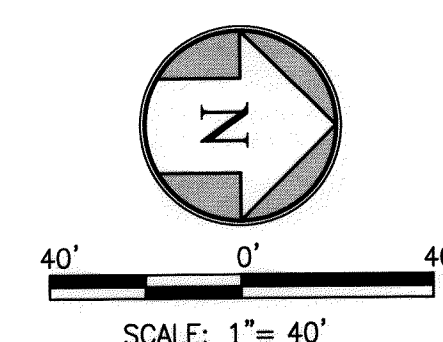


**MATCHLINE E
SEE SHEET 26**



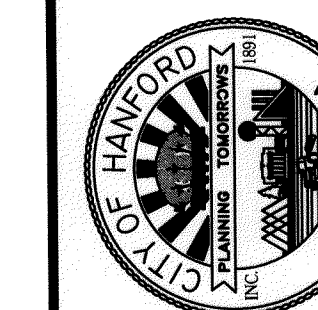
E. MAGNOLIA AVENUE

FAIRMONT DRIVE



BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS

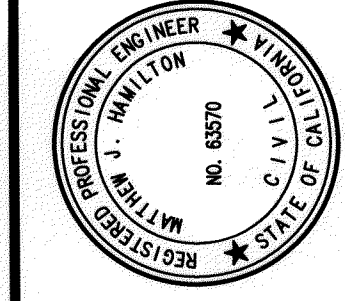
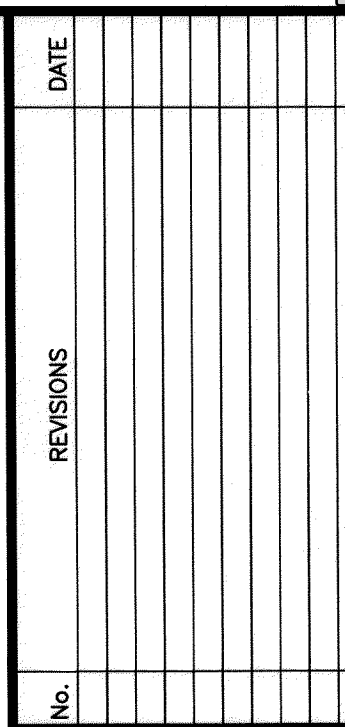
WASHINGTON ELEMENTARY SCHOOL



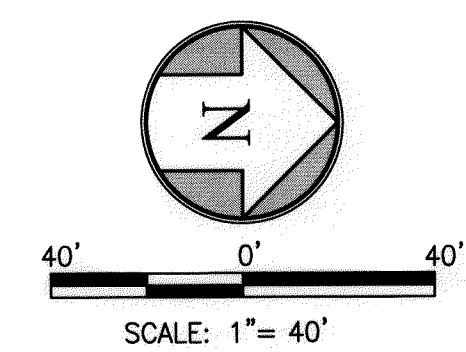
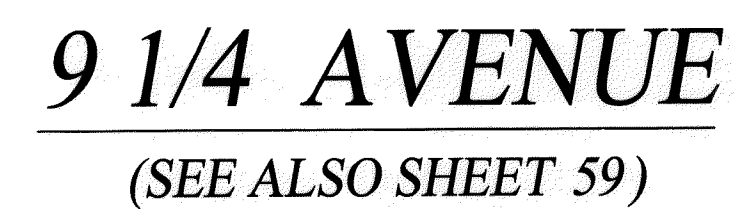
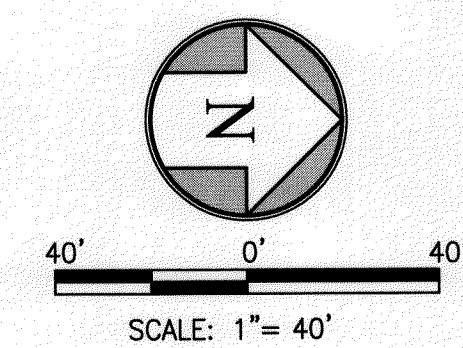
PROJECT NO.: 170080
DRAWN BY: M. MERRILL
QA/QC BY: L. WALLIS--DUTRA
SCALE: AS SHOWN
SHEET NO.: 27 OF 35

LEGEND

- EXISTING SIGN(S), AS NOTED, AND SIGN POST TO REMAIN, UNLESS OTHERWISE NOTED.
- NEW OR RELOCATED SIGN(S), AS NOTED.
- SCHOOL BOUNDARY.
- REMOVE EXISTING STRIPING AND/OR PAVEMENT MARKINGS AS NOTED.

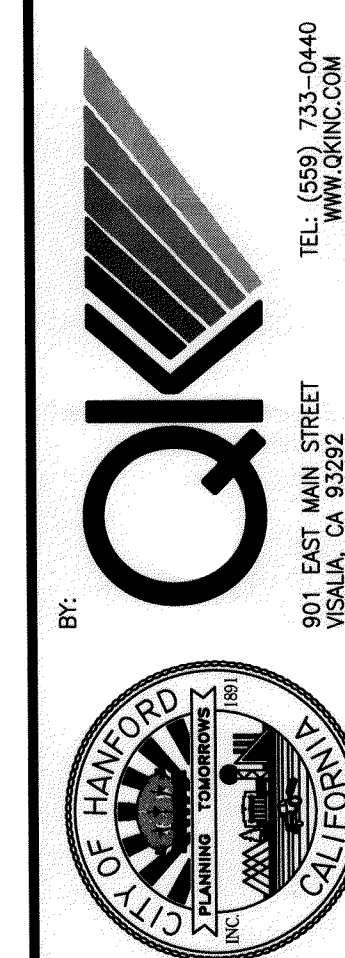


**MATCHLINE A
SEE BELOW**



**BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS**

HAMILTON ELEMENTARY SCHOOL



PROJECT NO.: 170080
DRAWN BY: M. MERRILL
QA/QC BY: L. WALLIS-DUTRA
SCALE: AS SHOWN
SHEET NO.: 28 OF 59

1	INSTALL NEW OR RELOCATED SIGN(S), AS NOTED, AND SIGN POST.
2	RELOCATE EXISTING SIGN(S), AS NOTED.
3	REMOVE AND SALVAGE EXISTING SIGN(S), AS NOTED, AND SIGN POST.
4	REMOVE EXISTING CROSSWALK.
5	INSTALL HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW).
6	CONSTRUCT NEW RAMPED CURB RETURN.
7	RECONSTRUCT RAMPED CURB RETURN.
8	INSTALL YELLOW CROSSWALK.
9	REPAINT EXISTING HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW).

EXISTING SIGN(S), AS NOTED, AND SIGN POST TO REMAIN, UNLESS OTHERWISE NOTED.

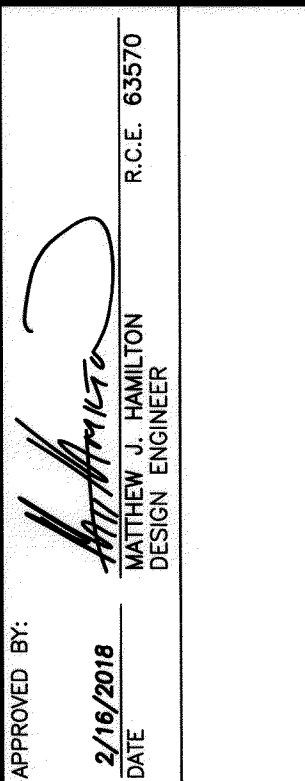
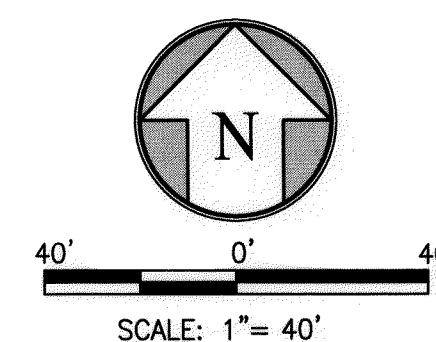
NEW OR RELOCATED SIGN(S), AS NOTED.

SCHOOL BOUNDARY.

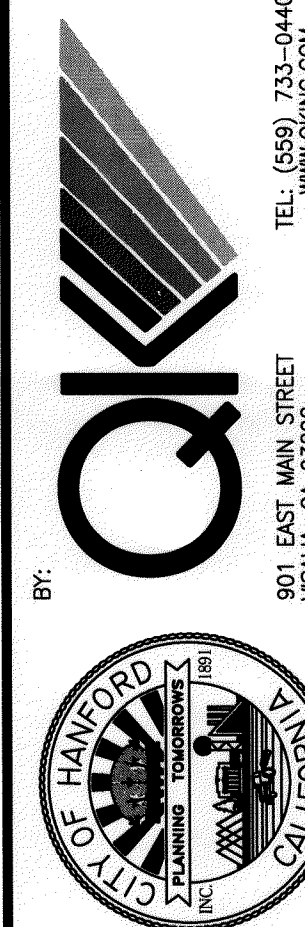
REMOVE EXISTING STRIPING AND/OR PAVEMENT MARKINGS AS NOTED.

[illegible]

**MATCHLINE B
SEE PAGE 30**



**BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS**

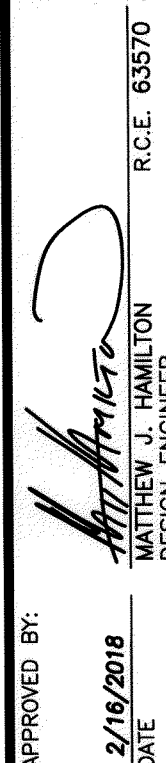
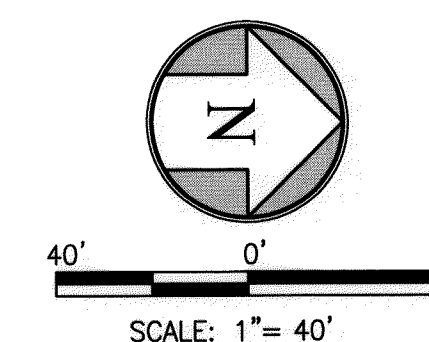


PROJECT NO.: 170080
DRAWN BY: M. MERRILL
QA/QC BY: L. WALLIS-DUTRA
SCALE: AS SHOWN
SHEET NO.: 29 OF 59

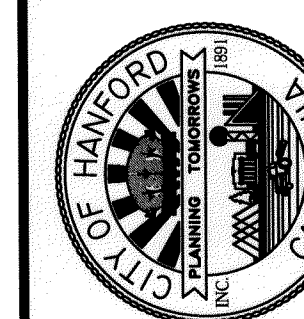
1	INSTALL NEW OR RELOCATED SIGN(S), AS NOTED, AND SIGN POST.
2	RELOCATE EXISTING SIGN(S), AS NOTED.
3	REMOVE AND SALVAGE EXISTING SIGN(S), AS NOTED, AND SIGN POST.
4	REMOVE EXISTING CROSSWALK.
5	INSTALL HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW).
6	CONSTRUCT NEW RAMPED CURB RETURN.
7	RECONSTRUCT RAMPED CURB RETURN.
8	INSTALL YELLOW CROSSWALK.
9	REPAINT EXISTING HIGH VISIBILITY LADDER TYPE CROSSWALK (YELLOW).

[] EXISTING SIGN(S), AS NOTED, AND SIGN POST TO REMAIN, UNLESS OTHERWISE NOTED.
 [] NEW OR RELOCATED SIGN(S), AS NOTED.
 --- SCHOOL BOUNDARY.
 // REMOVE EXISTING STRIPING AND/OR PAVEMENT MARKINGS AS NOTED.

**MATCHLINE C
SEE BELOW**



**BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS**

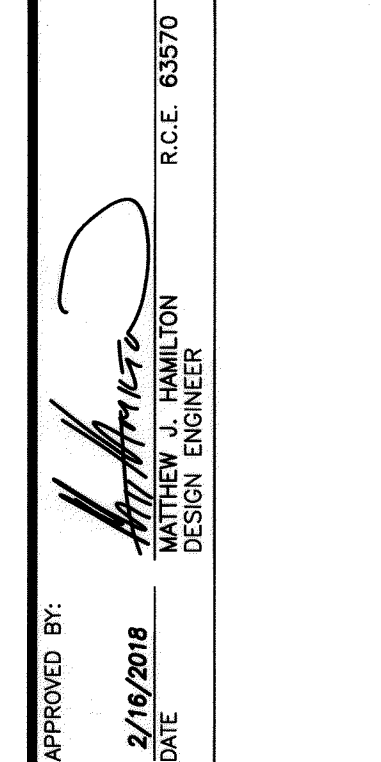


PROJECT NO.: 170080
DRAWN BY: M. MERRILL
QA/QC BY: L. WALLIS-DUTRA
SCALE: AS SHOWN
SHEET NO.: 30 OF 50

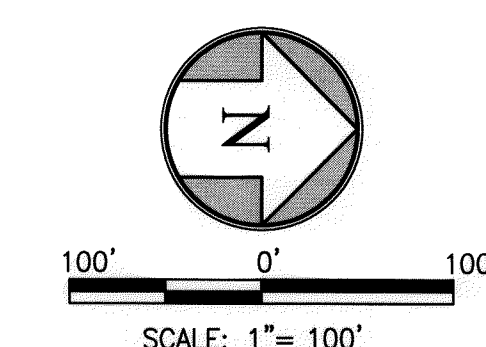
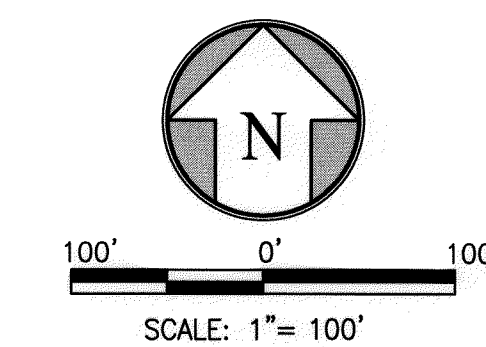
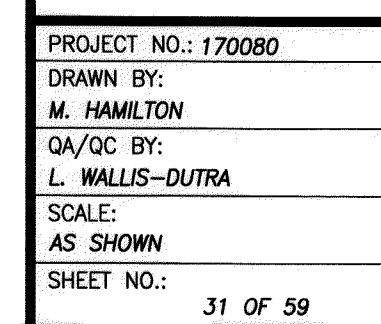
LEGEND

1. INSTALL NEW SIGN(S), AS NOTED, AND SIGN POST. ALL POSTS SHALL BE NEW PER CITY STANDARDS.
2. INSTALL "BIKE LANE" PAVEMENT MARKING AND BIKE LANE ARROW PAVEMENT MARKING PER CALTRANS STANDARD PLANS A24D AND A24A, RESPECTIVELY. SEE FIGURE 9C-3 IN THE CA MUTCD FOR SPACING BETWEEN MARKINGS.
3. REMOVE "STOP" PAVEMENT MARKING AND INSTALL NEW "STOP" PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24D CENTERED IN THROUGH TRAVEL LANE.
4. REMOVE AND SALVAGE SIGN AND POST.

- [illegible]



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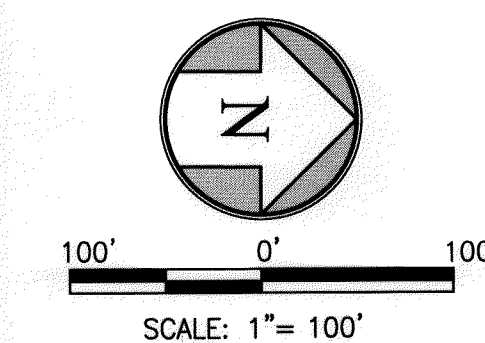
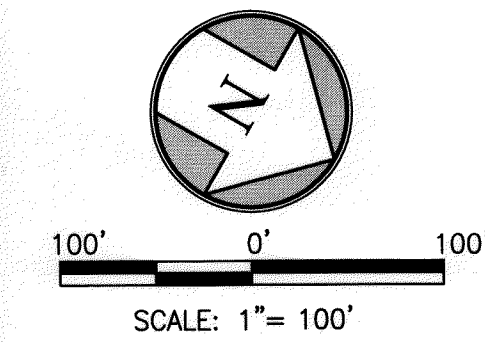
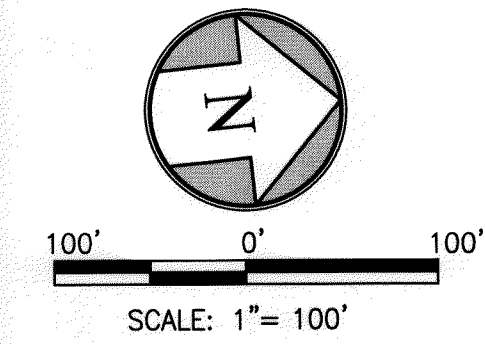


*MALL DRIVE TO 11TH AVENUE
PARKING PERMITTED EAST OF CAMPUS DRIVE*



LEGEND

- NEW SIGN(S), AS NOTED, AND SIGN POST.
- EXISTING SIGN(S), AS NOTED, AND SIGN POST.
- * "BIKE LANE" AND BIKE LANE ARROW PAVEMENT MARKINGS



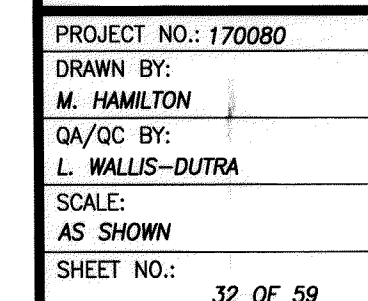
WARNING

**POWERLINES
OVERHEAD**

811

**Know what's below.
Call before you dig.**

BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS
CLASS II BICYCLE LANES
CENTENNIAL DRIVE



GENERAL NOTES (THIS SHEET ONLY)

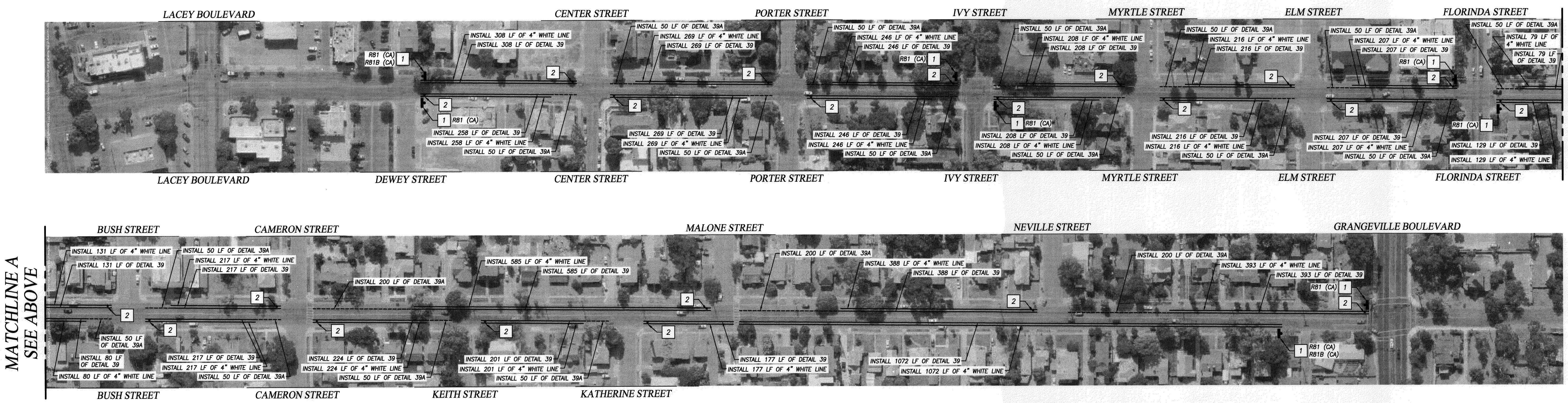
- 1. WHERE PARKING IS PERMITTED, PARKING LANE STRIPE (4" WHITE LINE) SHALL BE 8' FROM THE FACE OF CURB OR EDGE OF PAVEMENT, UNLESS OTHERWISE SHOWN.
- 2. WHERE PARKING IS PERMITTED, BIKE LANE STRIPES (DETAILS 39 AND 39A) SHALL BE 5' FROM PARKING LANE STRIPE, UNLESS OTHERWISE SHOWN.
- 3. WHERE PARKING IS PROHIBITED, BIKE LANE STRIPES (DETAILS 39 AND 39A) SHALL BE 5' FROM FACE OF CURB OR EDGE OF PAVEMENT, UNLESS OTHERWISE SHOWN.

CONSTRUCTION NOTES

- 1 INSTALL NEW SIGN(S), AS NOTED, AND SIGN POST.
- 2 INSTALL "BIKE LANE" PAVEMENT MARKING AND BIKE LANE ARROW PAVEMENT MARKING PER CALTRANS STANDARD PLANS A24D AND A24A, RESPECTIVELY. SEE FIGURE 9C-3 IN THE CA MUTCD FOR SPACING BETWEEN MARKINGS.

LEGEND

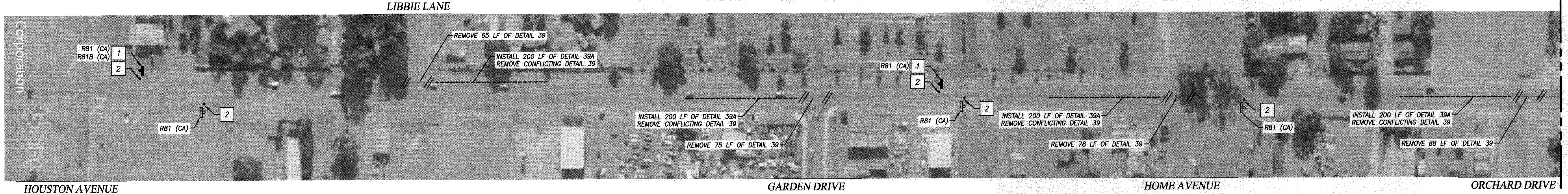
- 1 NEW SIGN(S), AS NOTED, AND SIGN POST.
- 2 EXISTING SIGN(S), AS NOTED, AND SIGN POST.
- * "BIKE LANE" AND BIKE LANE ARROW PAVEMENT MARKINGS.
- // REMOVE EXISTING STRIPING AND/OR PAVEMENT MARKINGS AS NOTED.



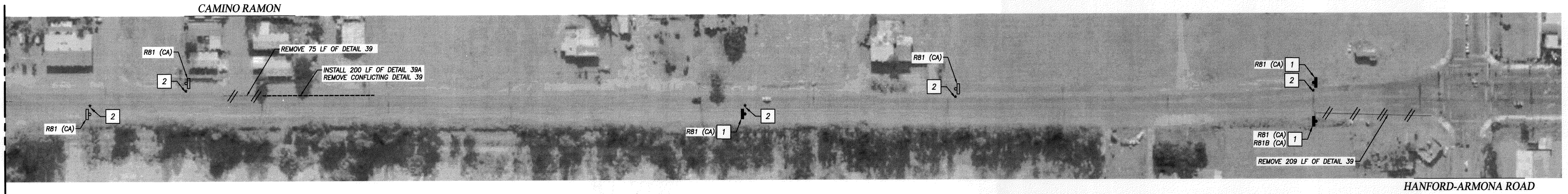
MATCHLINE A
SEE ABOVE

MATCHLINE A
SEE BELOW

REDINGTON STREET
LACEY BOULEVARD TO GRANGEVILLE BOULEVARD
PARKING PERMITTED

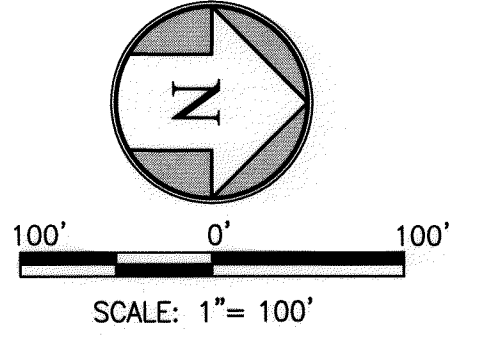


MATCHLINE B
SEE BELOW



MATCHLINE B
SEE ABOVE

10TH AVENUE
HOUSTON AVENUE TO THIRD STREET
PARKING PROHIBITED ON PAVEMENT



DATE	
REVISIONS	
No.	
APPROVED BY:	
DATE	2/16/2018
	R.C.E. 63570
	MATTHEW J. HAMILTON
	DESIGN ENGINEER

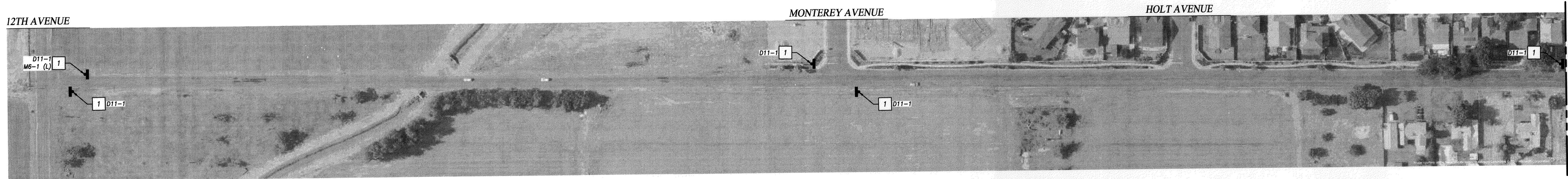
BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS
CLASS II BICYCLE LANES
REDINGTON ST. & 10TH AVE.

PROJECT NO.: 170080	
DRAWN BY: M. HAMILTON	
QA/QC BY: L. WALLIS-DUTRA	
SCALE: AS SHOWN	
SHEET NO.: 33 OF 59	

901 EAST MAIN STREET
VISALIA, CA 93282
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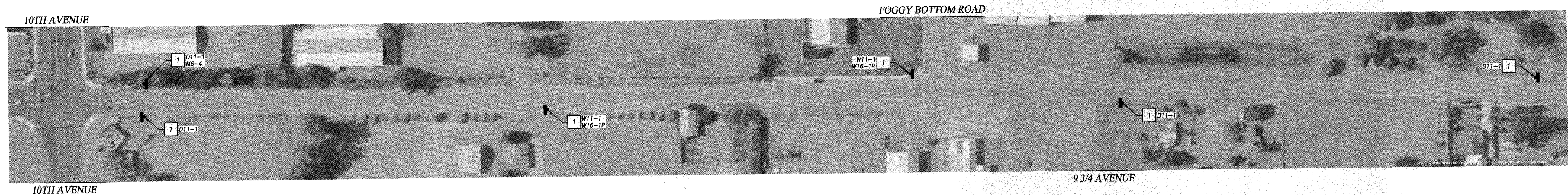


MATCHLINE A
SEE ABOVE



HUME AVENUE

12TH AVENUE TO JONES STREET



HANFORD-ARMONA ROAD

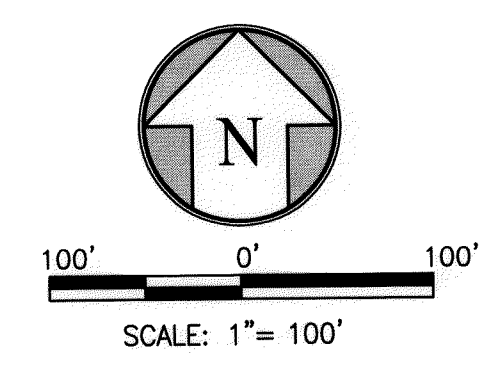
10TH AVENUE TO AIRPORT

CONSTRUCTION NOTES

- 1 INSTALL NEW SIGN(S), AS NOTED, AND NEW SIGN POST.

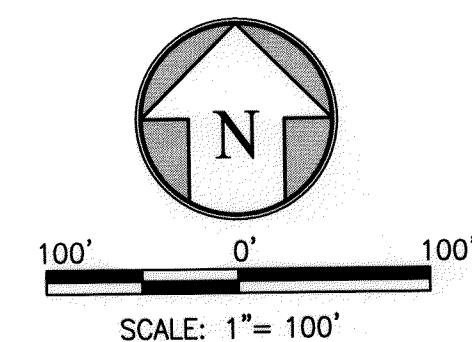
LEGEND

- 1 NEW SIGN(S), AS NOTED, AND SIGN POST



MATCHLINE A
SEE BELOW

2.b	
DATE	
REVISIONS	
No.	
APPROVED BY: DATE: 2/16/2018 R.C.E. 63570 MATTHEW J. HAMILTON DESIGN ENGINEER	
BICYCLE AND PEDESTRIAN FACILITIES IMPROVEMENTS CLASS III BICYCLE ROUTES HUME AVE. & HANFORD-ARMONA RD.	
BY: 901 EAST MAIN STREET HANFORD, CA 93233 TEL: (559) 733-6440 WWW.HANFORD.CA.GOV © COPYRIGHT BY QK GROUP, INC. UNAUTHORIZED USE PROHIBITED.	
PROJECT NO.: 170080 DRAWN BY: M. HAMILTON QA/QC BY: L. WALLIS-DUTRA SCALE: AS SHOWN SHEET NO.: 35 OF 59	



BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS

CLASS III BICYCLE ROUTES

DAVIS STREET & FOURTH STREET

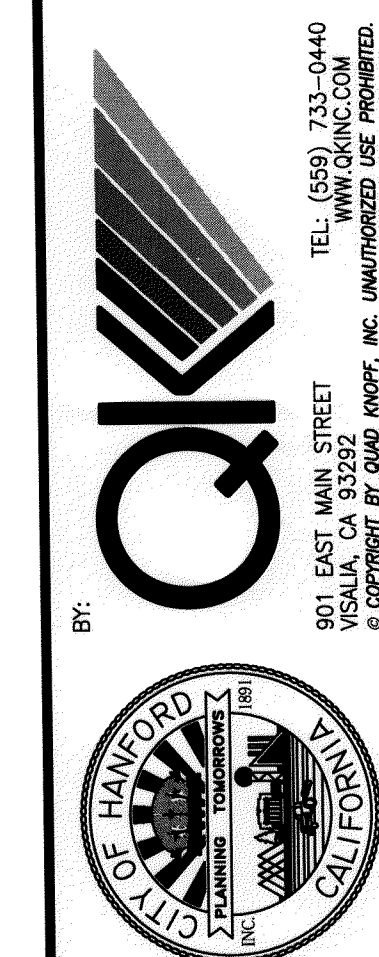


LEGEND

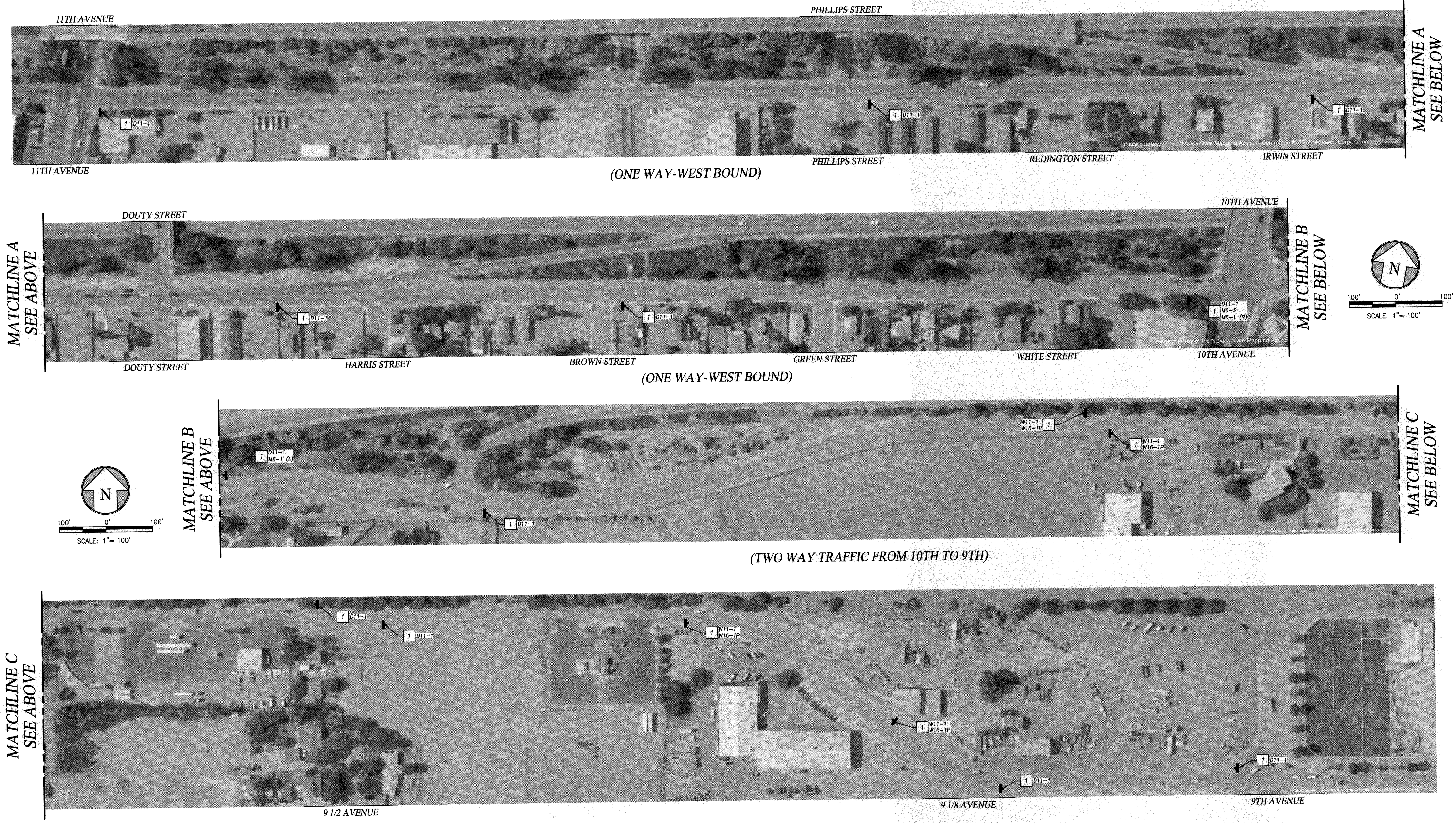
-



1 INSTALL NEW SIGN(S), AS NOTED, AND NEW SIGN POST.



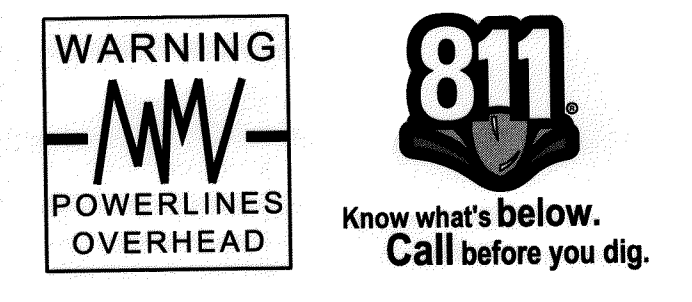
PROJECT NO.: 170080
DRAWN BY: M. HAMILTON
QA/QC BY: L. WALLIS-DUTRA
SCALE: AS SHOWN
SHEET NO.: 36 OF 59



CONSTRUCTION NOTES
1 INSTALL NEW SIGN(S), AS NOTED, AND NEW SIGN POST.

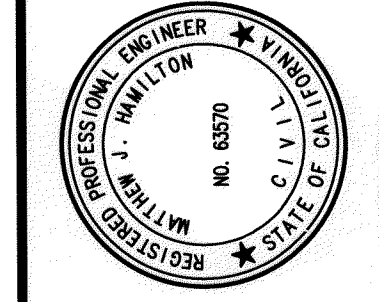
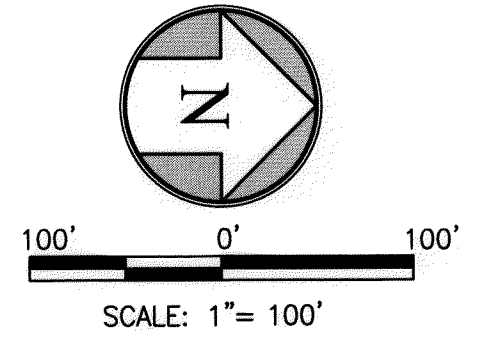
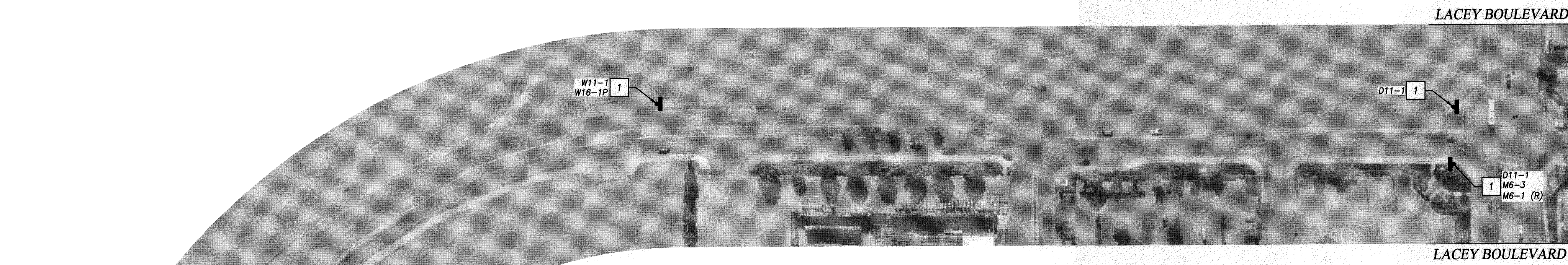
THIRD STREET
11TH AVENUE TO 9TH AVENUE

LEGEND
1 NEW SIGN(S), AS NOTED, AND SIGN POST



DATE	
REVISIONS	
No.	
APPROVED BY:	DATE: 2/16/2018
R.C.E. 63570	
MATTHEW J. HAMILTON DESIGN ENGINEER	
BICYCLE AND PEDESTRIAN FACILITIES IMPROVEMENTS CLASS III BICYCLE ROUTES THIRD STREET	
PROJECT NO.: 170080	
DRAWN BY: M. MERRILL	
QA/QC BY: L. WALLIS-OUTRA	
SCALE: AS SHOWN	
SHEET NO.: 37 OF 59	

901 EAST MAIN STREET
HANFORD, CA 93230
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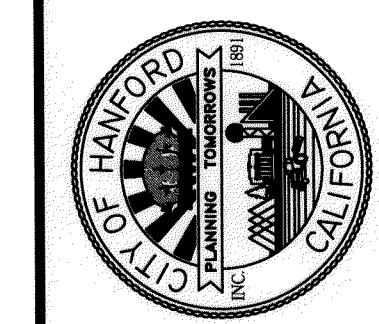
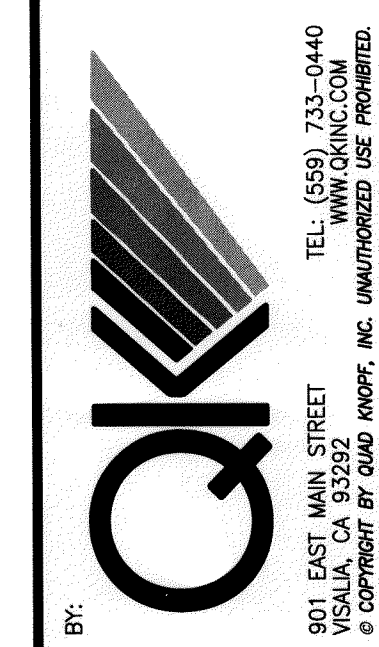
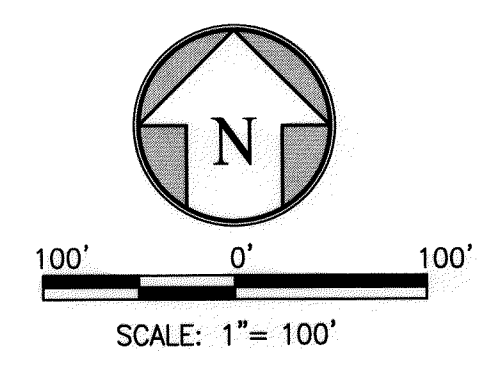
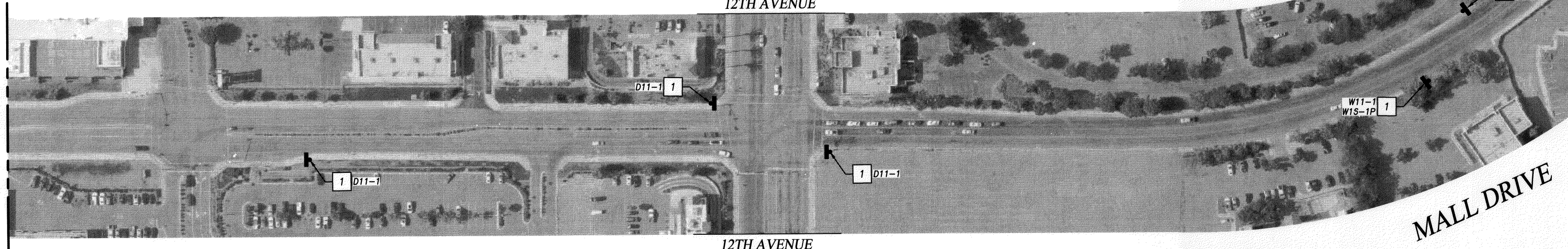


APPROVED BY:		R.C.E. 63570
DESIGN ENGINEER		

CENTENNIAL DRIVE

MATCHLINE B
SEE SHEET 39

MATCHLINE A
SEE BELOW



PROJECT NO.: 170080
DRAWN BY: M. HAMILTON
QA/QC BY: L. WALLIS-DUTRA
SCALE: AS SHOWN
SHEET NO.: 38 OF 59

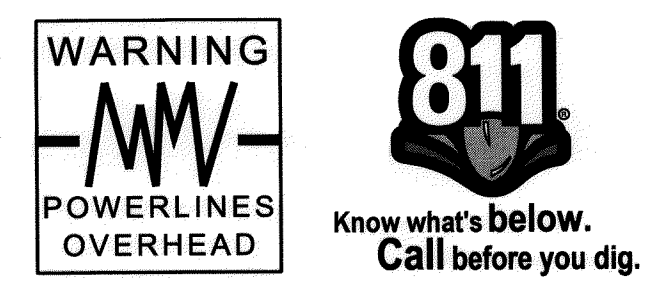
CENTENNIAL DRIVE / MALL DRIVE
LACEY BOULEVARD TO SEVENTH STREET

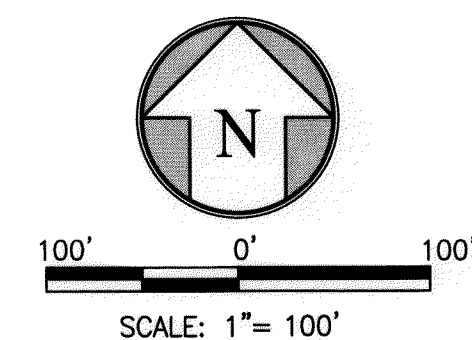
CONSTRUCTION NOTES

- 1 INSTALL NEW SIGN(S), AS NOTED, AND NEW SIGN POST.

LEGEND

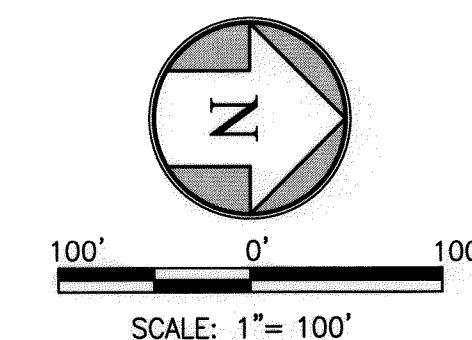
- 1 NEW SIGN(S), AS NOTED, AND SIGN POST





**MATCHLINE A
SEE BELOW**

**MATCHLINE A
SEE ABOVE**



APPROVED BY:  R.C.E. 63570
DATE: 2/16/2018 MATTHEW J. HAMILTON
DESIGN ENGINEER

**BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS**

CLASS III BICYCLE ROUTES

MALL-KINGS COUNTY-LIBERTY

BY:

The Qlik logo consists of a large, bold, black letter 'Q'. To the right of the 'Q' is a stylized graphic element made of several parallel diagonal lines of varying lengths, creating a sense of motion or a wing-like shape.

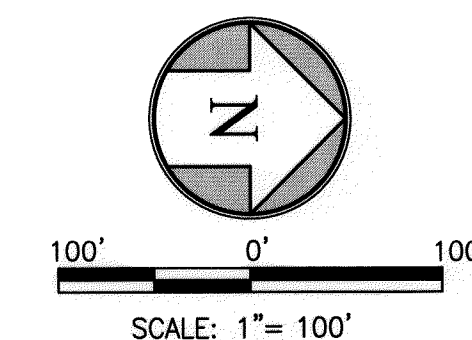
TEL: (559) 733-0440
WWW.QLIK.COM

901 EAST MAIN STREET
VISALIA, CA 93292

PROJECT NO.: 170080
DRAWN BY: M. HAMILTON
QA/QC BY: L. WALLIS-DUTRA
SCALE: AS SHOWN
SHEET NO.: 39 OF 59

Packet Pg. 211

**MATCHLINE B
SEE SHEET 38**



KINGS COUNTY DRIVE

CONSTRUCTION NOTES

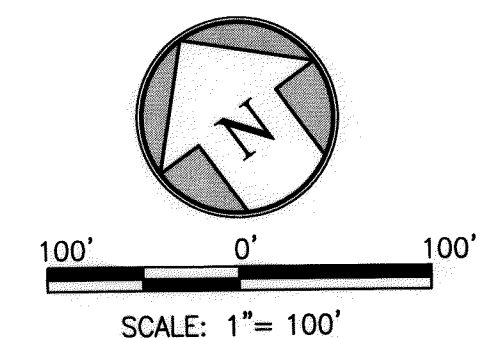
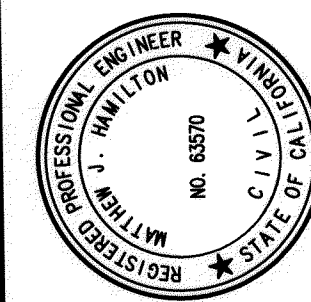
1 INSTALL NEW SIGN(S), AS NOTED, AND NEW SIGN POST.

LEGEND

NEW SIGN(S), AS NOTED, AND SIGN POST



Know what's below.
Call before you dig.

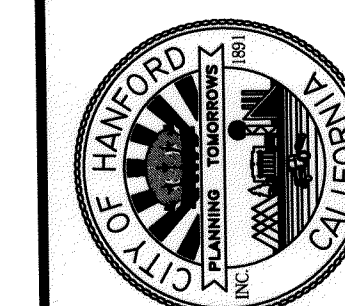
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APPROVED BY:  R.C.E. 63570
DATE: 2/16/2018 DESIGN ENGINEER

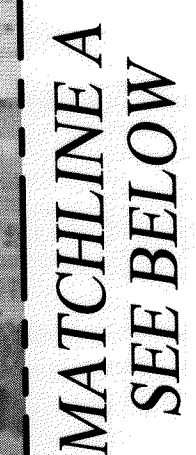
**BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS**

CLASS III BICYCLE ROUTES
GARNER AVE. & LACEY BLVD.

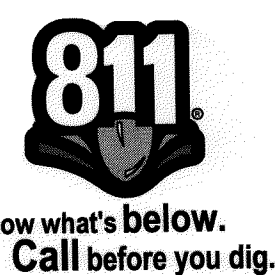
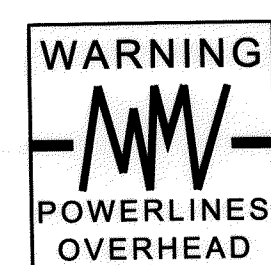
TEL: (559) 733-0440
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PROJECT NO.: 170080
DRAWN BY: M. HAMILTON
QA/QC BY: L. WALLIS-DUTRA
SCALE: AS SHOWN
SHEET NO.: 40 OF 59

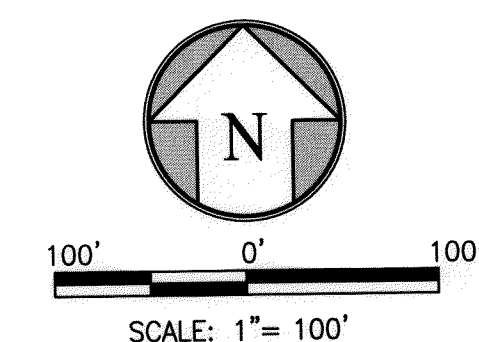


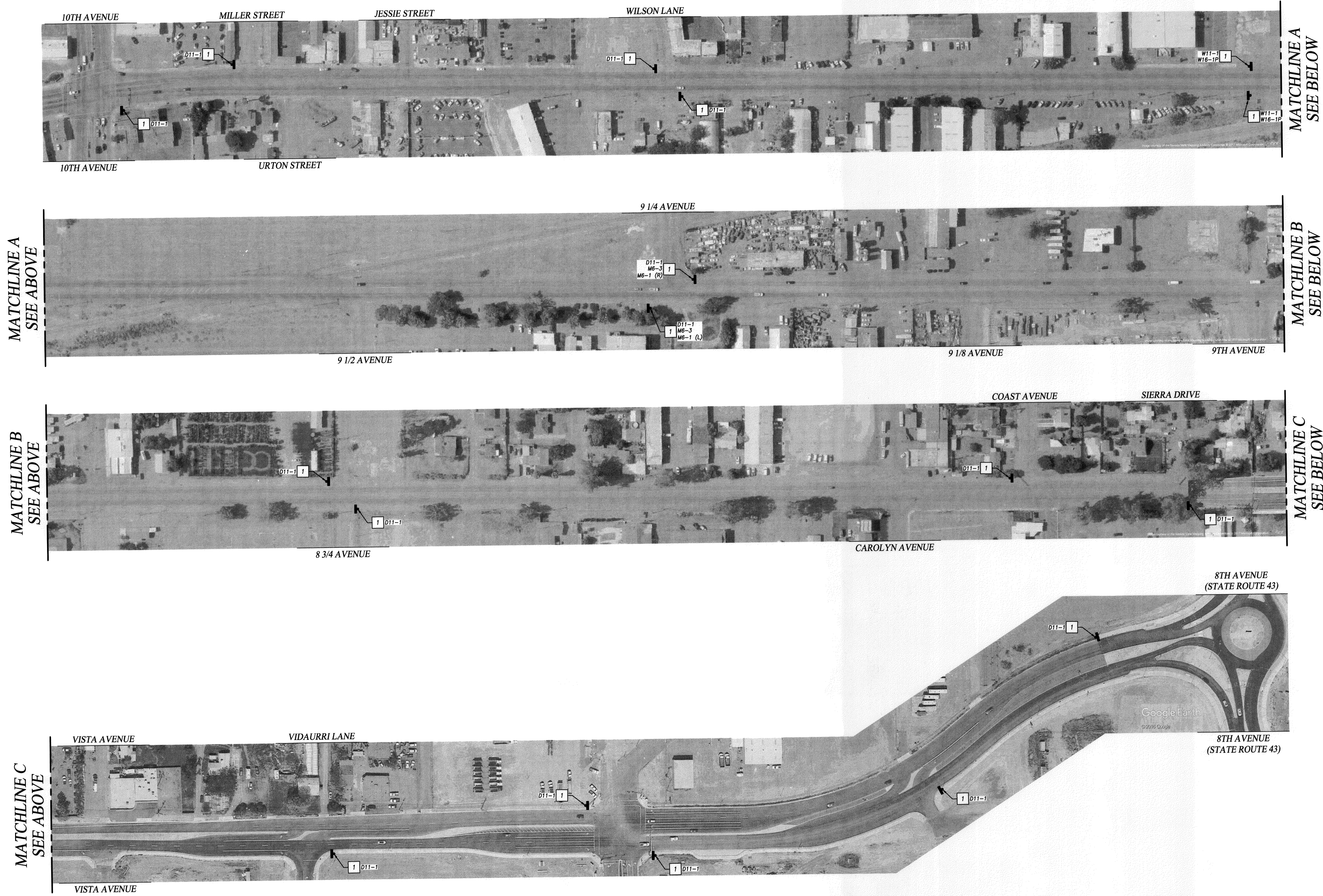
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LEGEND

NEW SIGN(S), AS NOTED, AND SIGN POST





LACEY BOULEVARD

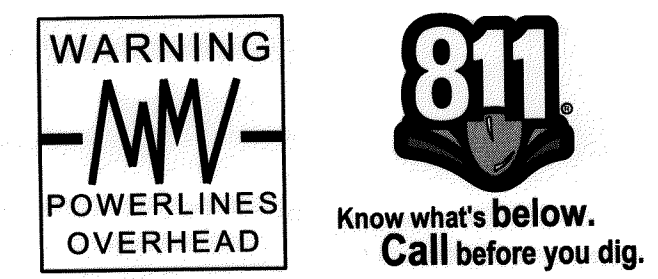
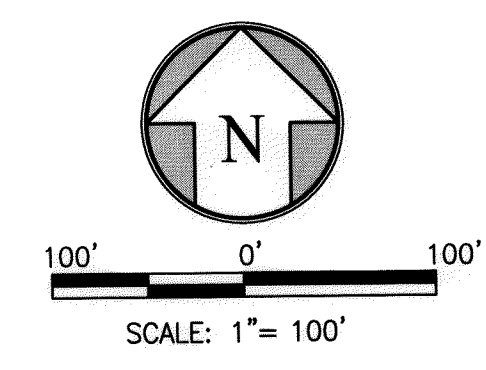
10TH AVENUE TO 8TH AVENUE (STATE ROUTE 43)

CONSTRUCTION NOTES

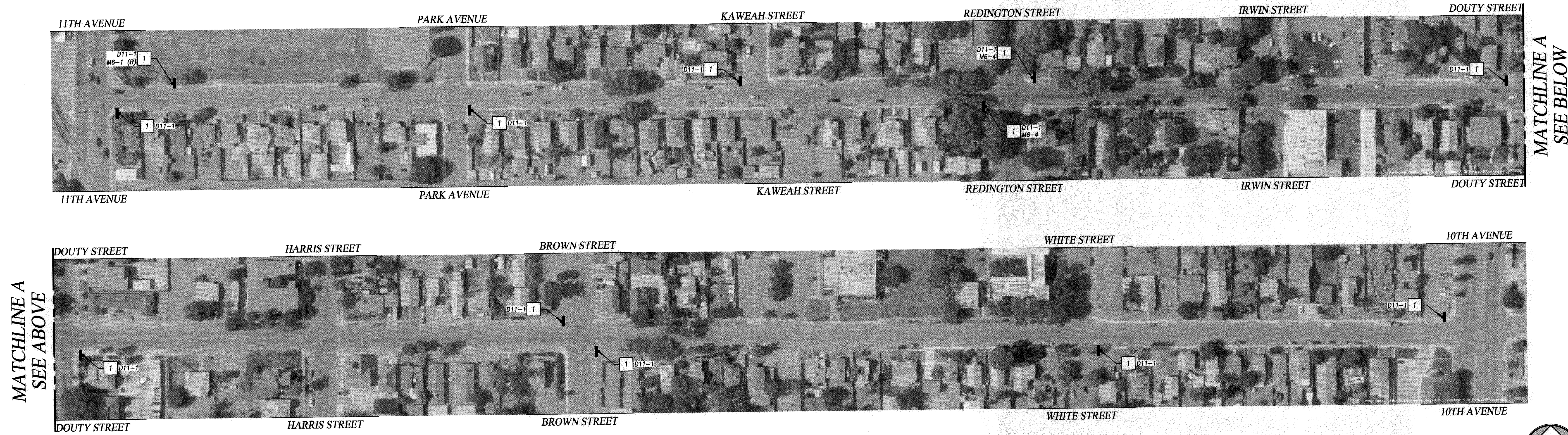
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LEGEND

1 NEW SIGN(S), AS NOTED, AND SIGN POST



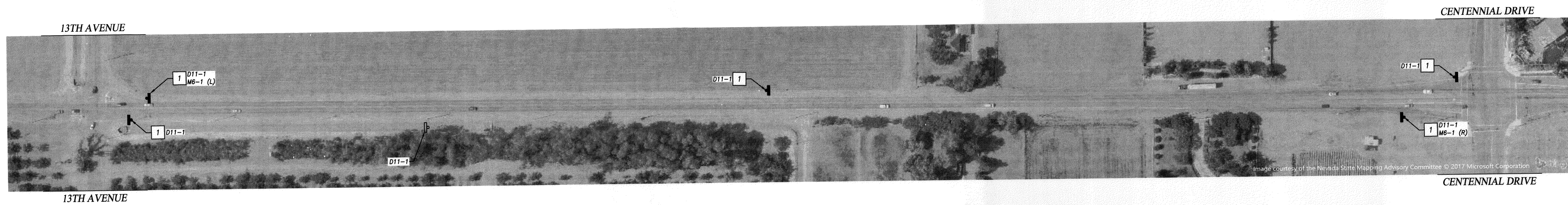
DATE	
REVISIONS	
No.	
APPROVED BY:	DATE: 2/16/2018
R.C.E. 63570	
MATTHEW J. HAMILTON DESIGN ENGINEER	
BICYCLE AND PEDESTRIAN FACILITIES IMPROVEMENTS CLASS III BICYCLE ROUTES LACEY BOULEVARD	
BY:	PROJECT NO.: 170080
	DRAWN BY: M. HAMILTON
	QA/QC BY: L. WALLIS-DUTRA
	SCALE: AS SHOWN
	SHEET NO.: 41 OF 59



IVY STREET
11TH AVENUE TO 10TH AVENUE



ELM STREET
GREENFIELD AVENUE TO 11TH AVENUE



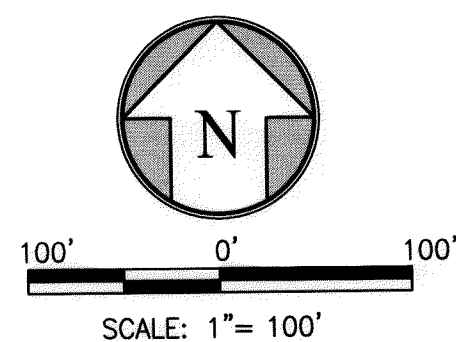
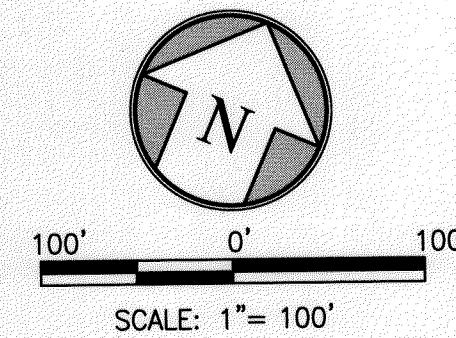
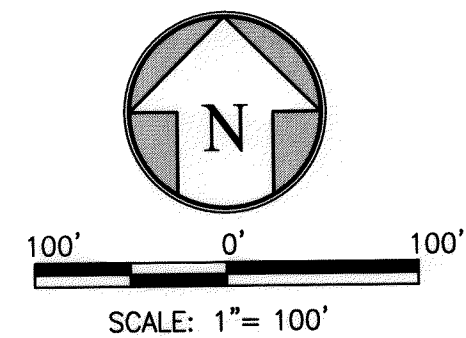
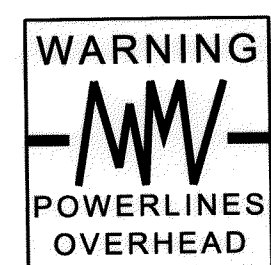
GRANGEVILLE BOULEVARD
13TH AVENUE TO CENTENNIAL DRIVE

CONSTRUCTION NOTES

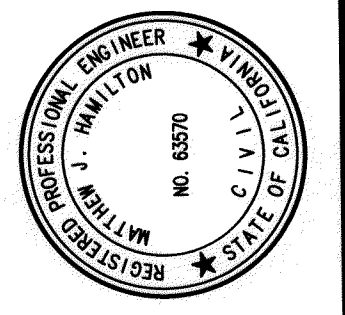
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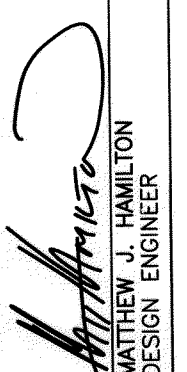
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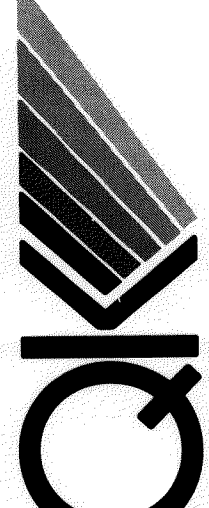


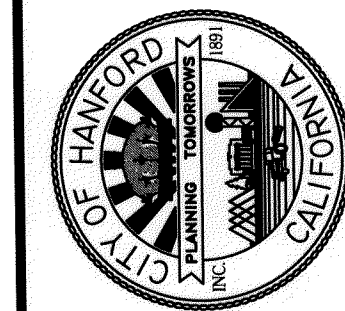
DATE	
REVISIONS	
No.	



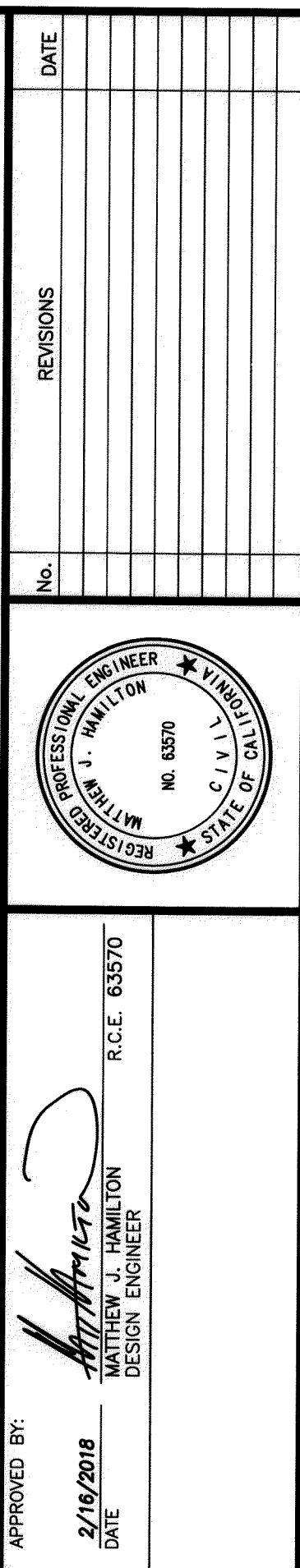
APPROVED BY: 
DATE: 2/16/2018
R.C.E. 63570
MATTHEW J. HAMILTON
DESIGN ENGINEER

BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS
CLASS III BICYCLE ROUTES
IVY, ELM, & GRANGEVILLE

BY: 
901 EAST MAIN STREET
LAS VEGAS, NV 89101
TEL: (702) 733-0440
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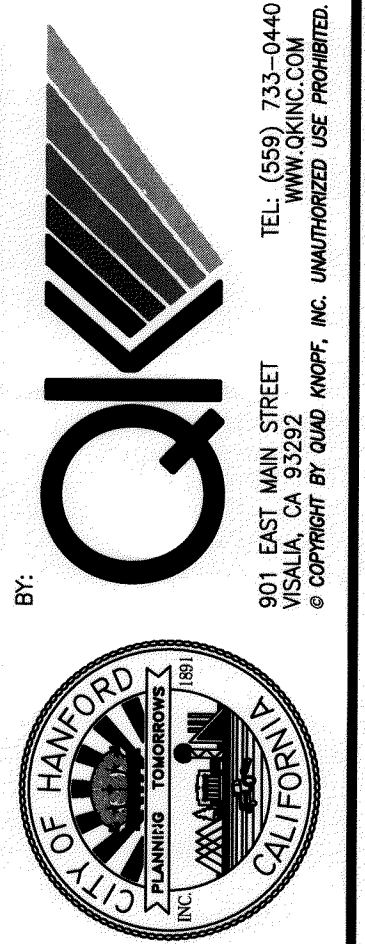
PROJECT NO.: 170080
DRAWN BY:
M. HAMILTON
QA/QC BY:
L. WALLIS-DUTRA
SCALE:
AS SHOWN
SHEET NO.: 42 OF 59



**BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS**

CLASS III BICYCLE ROUTES

MUSTANG, BERKSHIRE, & MUSCAT



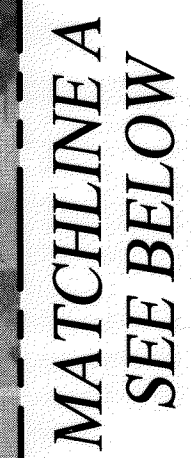
PROJECT NO.: 170080
DRAWN BY: M. HAMILTON
QA/QC BY: L. WALLIS-DUTRA
SCALE: AS SHOWN
SHEET NO.: 43 OF 59

1 INSTALL NEW SIGN(S), AS NOTED, AND NEW SIGN POST.

1 INSTALL NEW SIGN(S), AS NOTED, AND NEW SIGN POST.

NEW SIGN(S), AS NOTED, AND SIGN POST

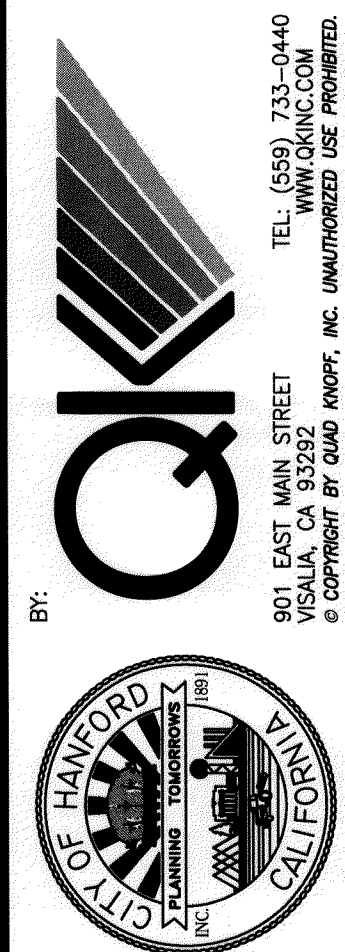
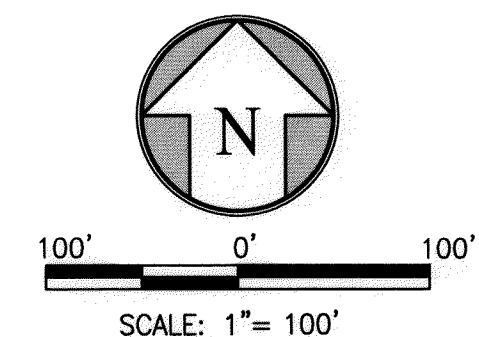




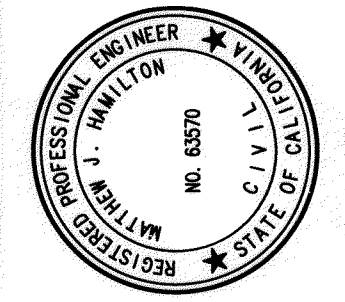
GLACIER WAY TO KENSINGTON WAY

1 INSTALL NEW SIGN(S), AS NOTED, AND NEW SIGN POST.

NEW SIGN(S), AS NOTED, AND SIGN POST



PROJECT NO.: 170080
DRAWN BY: M. HAMILTON
QA/QC BY: L. WALLIS-DUTRA
SCALE: AS SHOWN
SHEET NO.: 45 OF 59

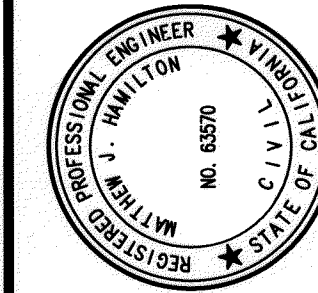


APPROVED BY:  R.C.E. 63570
2/16/2018
DATE
MATTHEW J. HAMILTON
DESIGN ENGINEER

[illegible]



**MATCHLINE A
SEE BELOW**

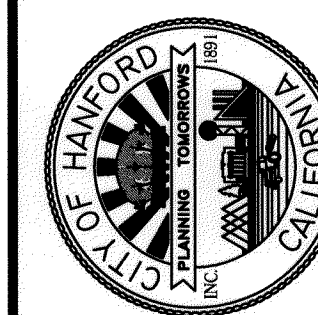
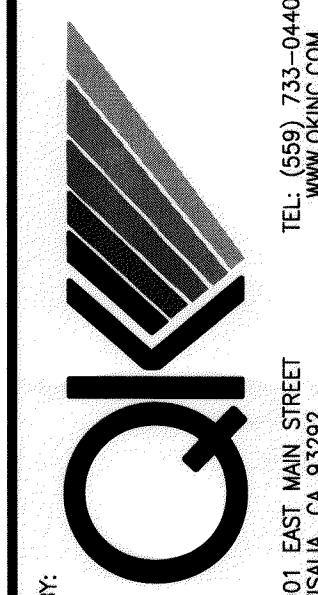


APPROVED BY:  2/16/2018 R.C.E. 63570
DATE

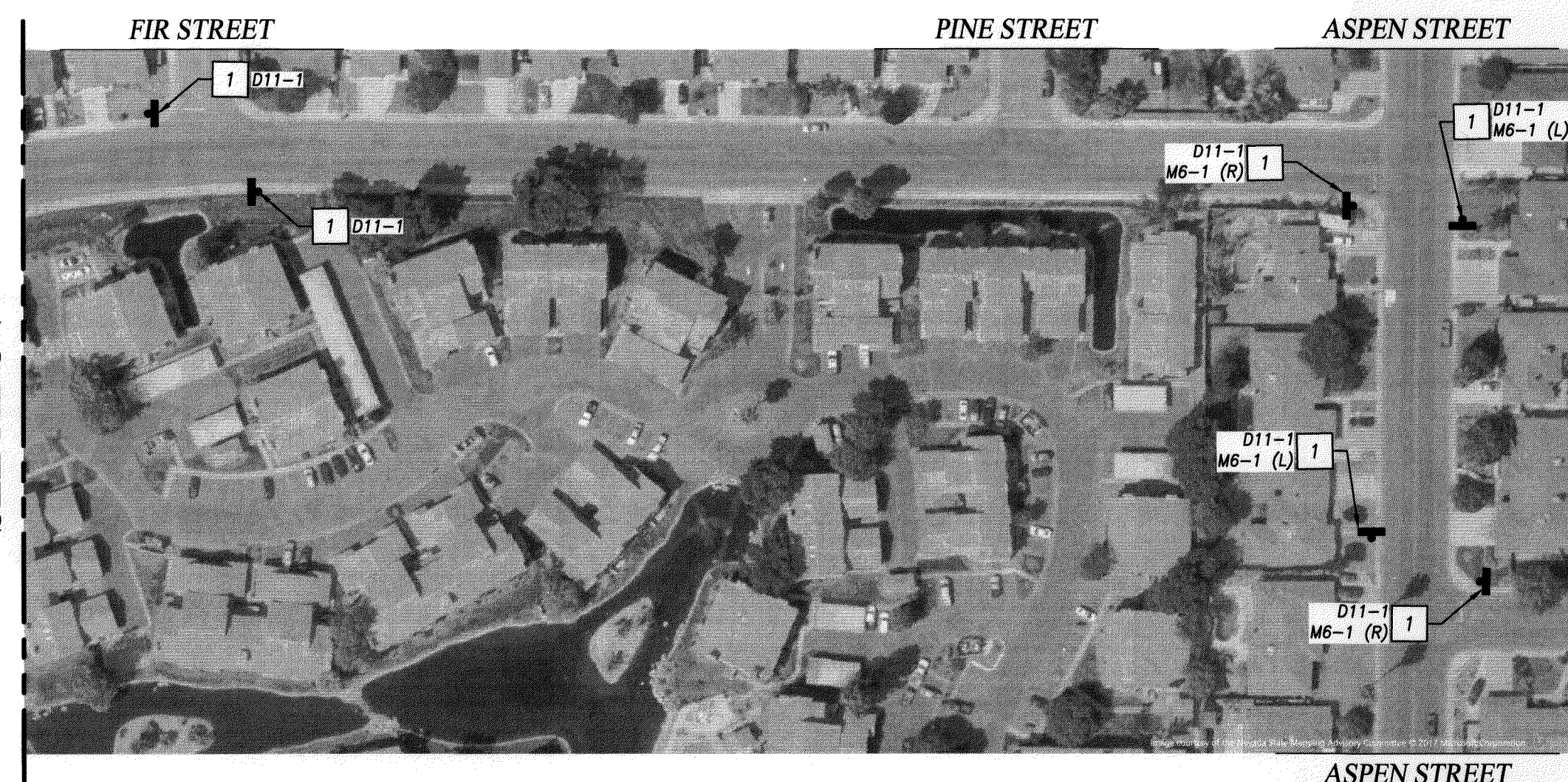
BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS

CLASS III BICYCLE ROUTES

PEPPER DR. & ASPEN ST.



PROJECT NO.: 170080
DRAWN BY: M. HAMILTON
QA/QC BY: L. WALLIS-DUTRA
SCALE: AS SHOWN
SHEET NO.: 46 OF 59



GLACIER WAY TO ENCORE DRIVE

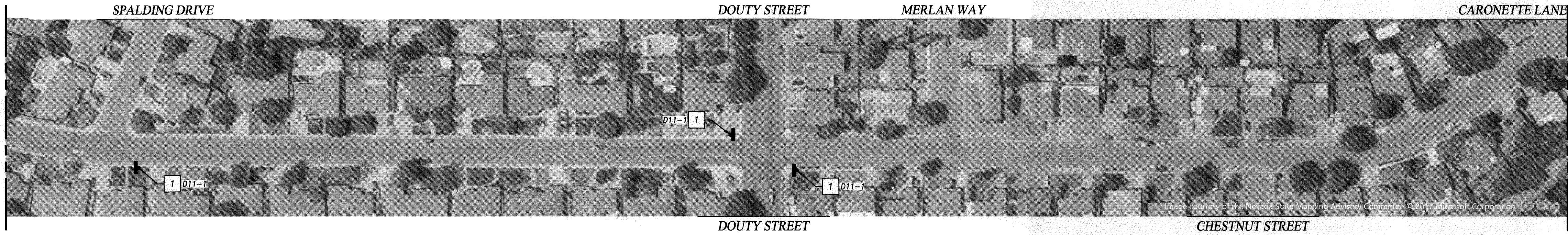
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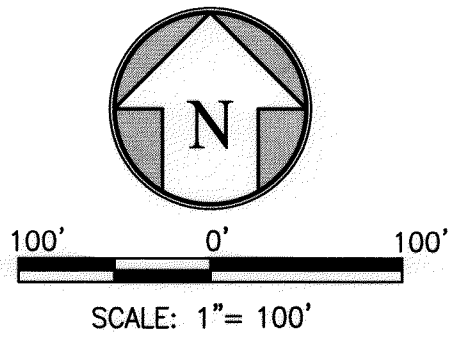
Know what's **below**.
Call before you dig

NEW SIGN(S), AS NOTED, AND SIGN POST

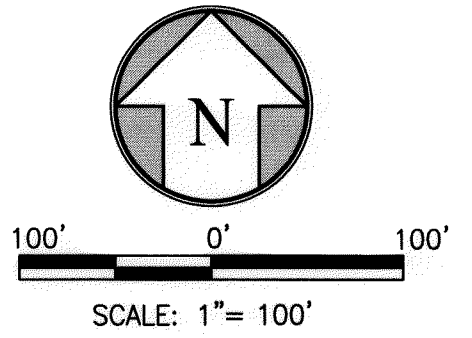
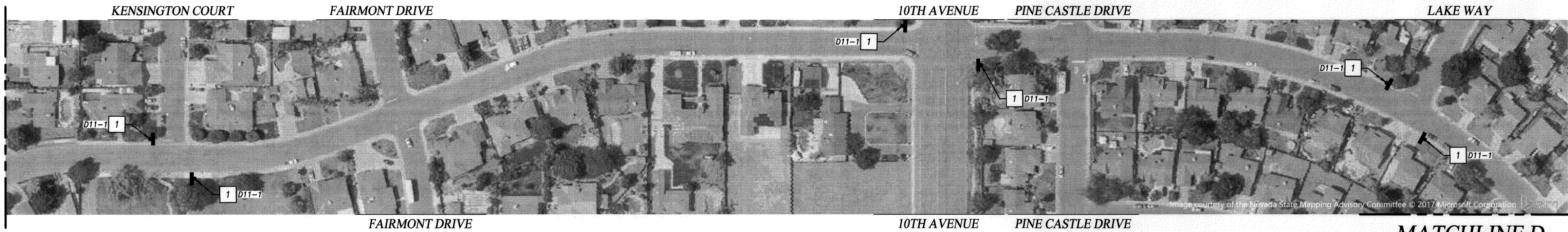
MATCHLINE B
SEE SHEET 46



MATCHLINE C
SEE BELOW

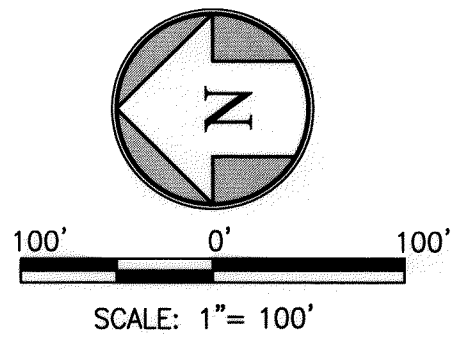
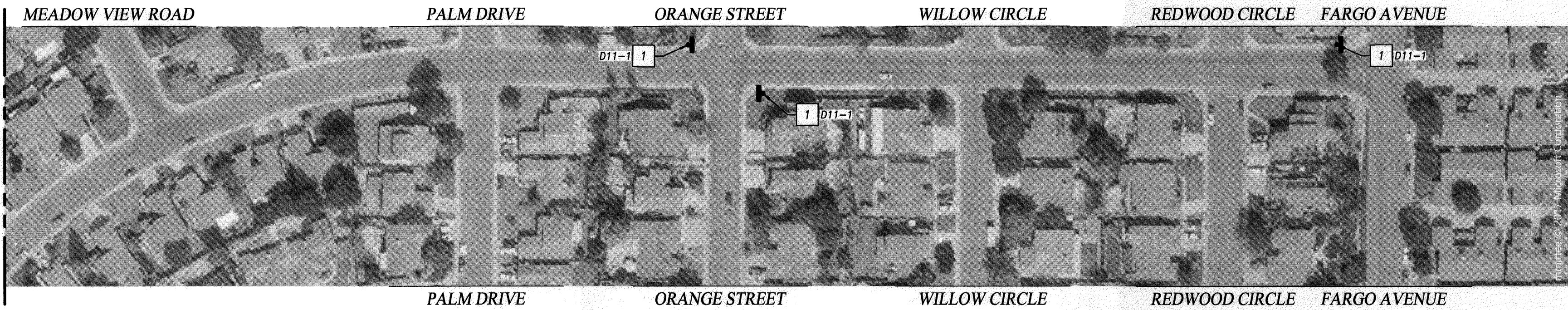


MATCHLINE C
SEE ABOVE



MATCHLINE D
SEE BELOW

MATCHLINE D
SEE ABOVE



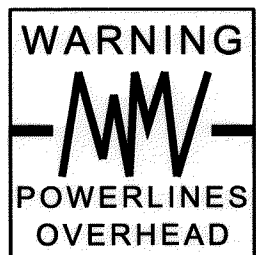
ENCORE DRIVE
ASPEN STREET TO FARGO AVENUE

CONSTRUCTION NOTES

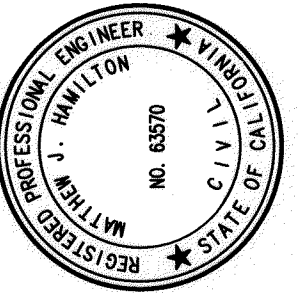
- 1 INSTALL NEW SIGN(S), AS NOTED, AND NEW SIGN POST.

LEGEND

- 1 NEW SIGN(S), AS NOTED, AND SIGN POST

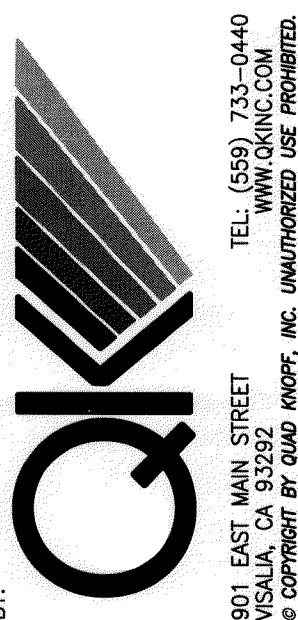


DATE	
REVISIONS	
No.	

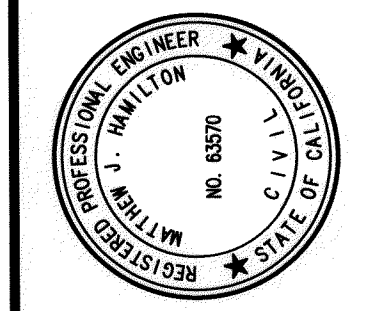
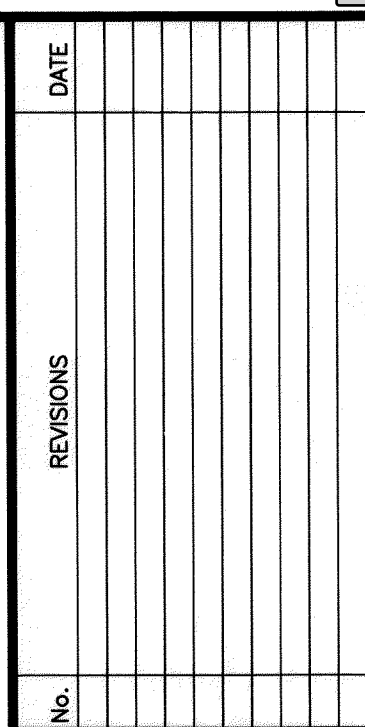


APPROVED BY: *[Signature]*
DATE: 2/19/2018
R.C.E. 63570
DESIGN ENGINEER

BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS
CLASS III BICYCLE ROUTES
ENCORE DRIVE



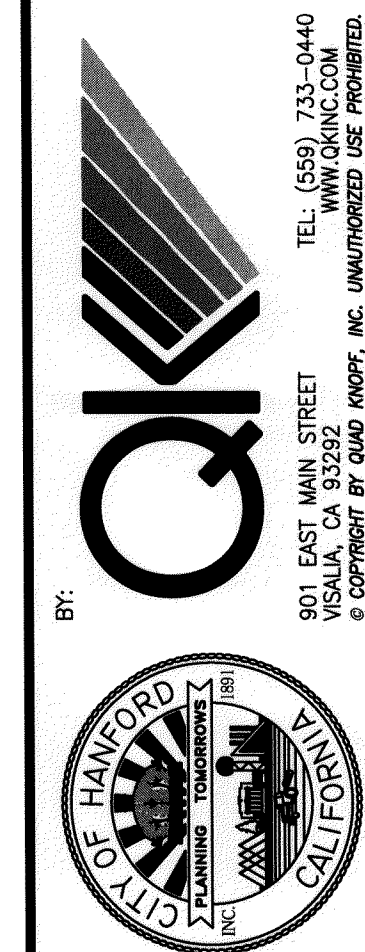
PROJECT NO.:	170080
DRAWN BY:	M. HAMILTON
QA/QC BY:	L. WALLIS-DUTRA
SCALE:	AS SHOWN
SHEET NO.:	47 OF 59



APPROVED BY:  R.C.E. 63570
DATE: 2/16/2018
MATTHEW J. HAMILTON
DESIGN ENGINEER

**BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS**

CLASS III BICYCLE ROUTES
13TH AVE. & 12TH AVE.



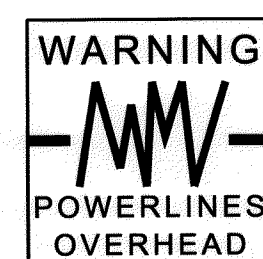
PROJECT NO.: 170080
DRAWN BY: M. HAMILTON
QA/QC BY: L. WALLIS-DUTRA
SCALE: AS SHOWN
SHEET NO.: 48 OF 59

LACEY BOULEVARD TO GRANGEVILLE BOULEVARD

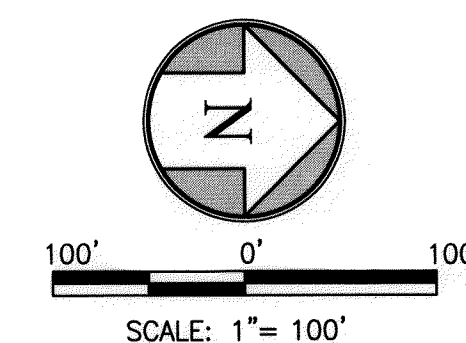


LEGEND

NEW SIGN(S), AS NOTED, AND SIGN POST



Know what's below.
Call before you dig.





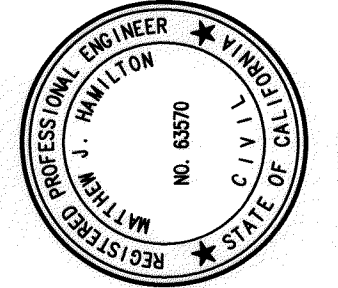
CONSTRUCTION NOTES

- ## LEGEND

-



PROJECT NO.: 170080
DRAWN BY: M. HAMILTON
QA/QC BY: L. WALLIS-DUTRA
SCALE: AS SHOWN
SHEET NO.: 49 OF 59

[illegible]

APPROVED BY:  2/16/2018
DATE

R.C.E. 63570
MATTHEW J. HAMILTON
DESIGN ENGINEER

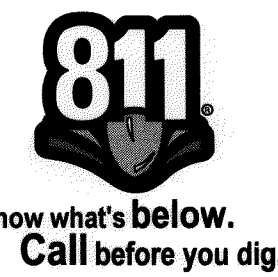
BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS

CLASS III BICYCLE ROUTES
12TH AVENUE

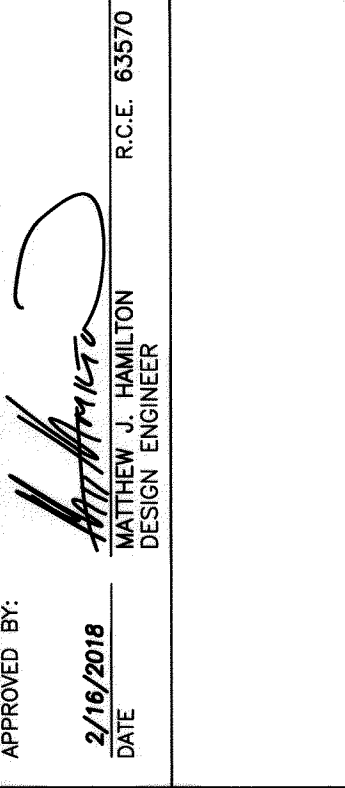
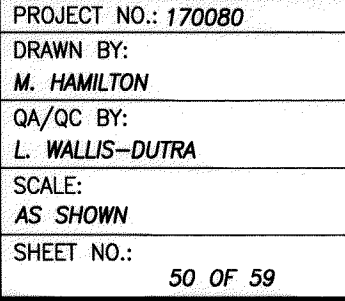
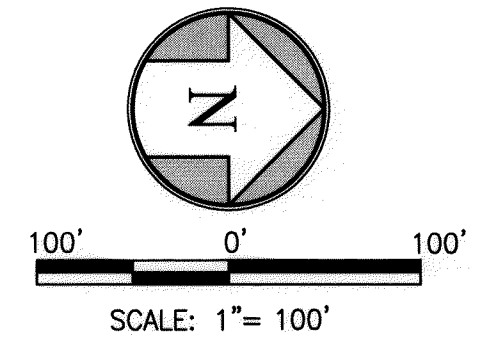


FITZGERALD LANE

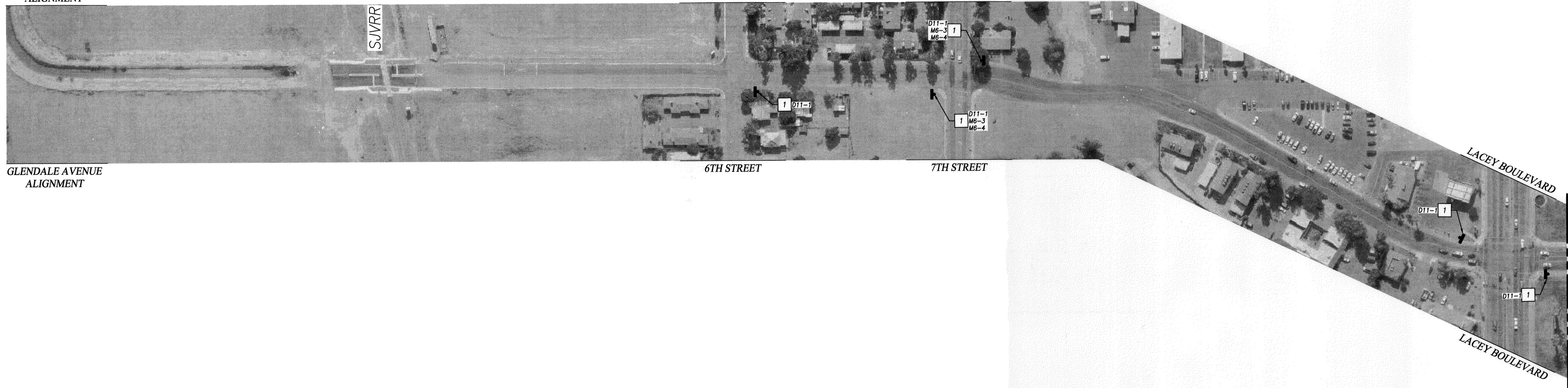
1 INSTALL NEW SIGN(S), AS NOTED, AND NEW SIGN POST



NEW SIGN(S), AS NOTED, AND SIGN POST

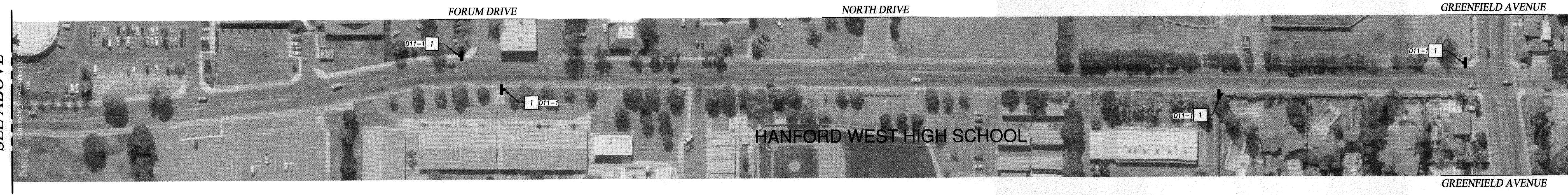


GLENDALE AVENUE
ALIGNMENT



MATCHLINE A
SEE BELOW

MATCHLINE A
SEE ABOVE



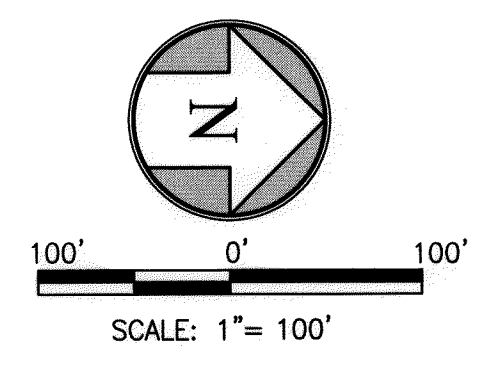
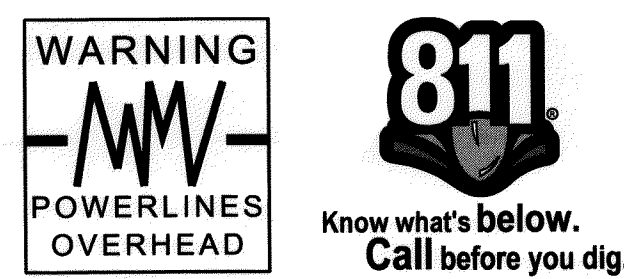
CAMPUS DRIVE
GLENDALE AVENUE ALIGNMENT TO GREENFIELD AVENUE

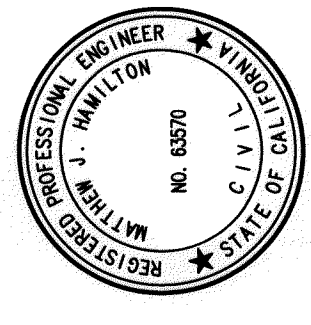
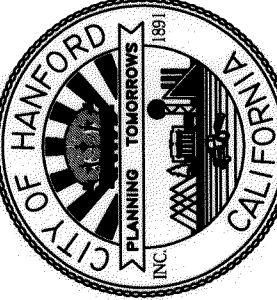
CONSTRUCTION NOTES

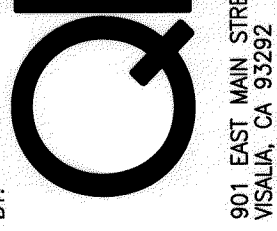
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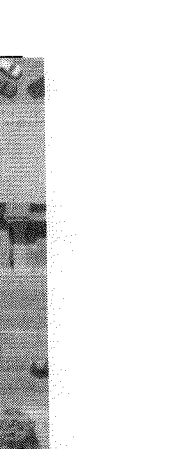
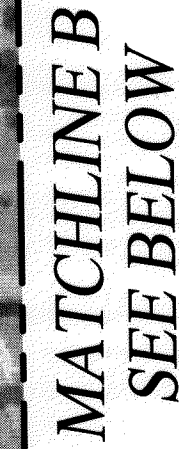
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- 1 NEW SIGN(S), AS NOTED, AND SIGN POST



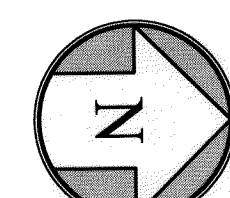
DATE	
REVISIONS	
No.	
	
APPROVED BY:	R.C.E. 63570
2/19/2018	MATTHEW J. HAMILTON
DATE	DESIGN ENGINEER
BICYCLE AND PEDESTRIAN FACILITIES IMPROVEMENTS CLASS III BICYCLE ROUTES CAMPUS DRIVE	
	
PROJECT NO.: 170080	
DRAWN BY: M. HAMILTON	
QA/QC BY: L. WALLIS-DUTRA	
SCALE: AS SHOWN	
SHEET NO.: 51 OF 59	

BY:  801 EAST MAIN STREET
HANFORD, CA 93230
TEL: (559) 733-0440
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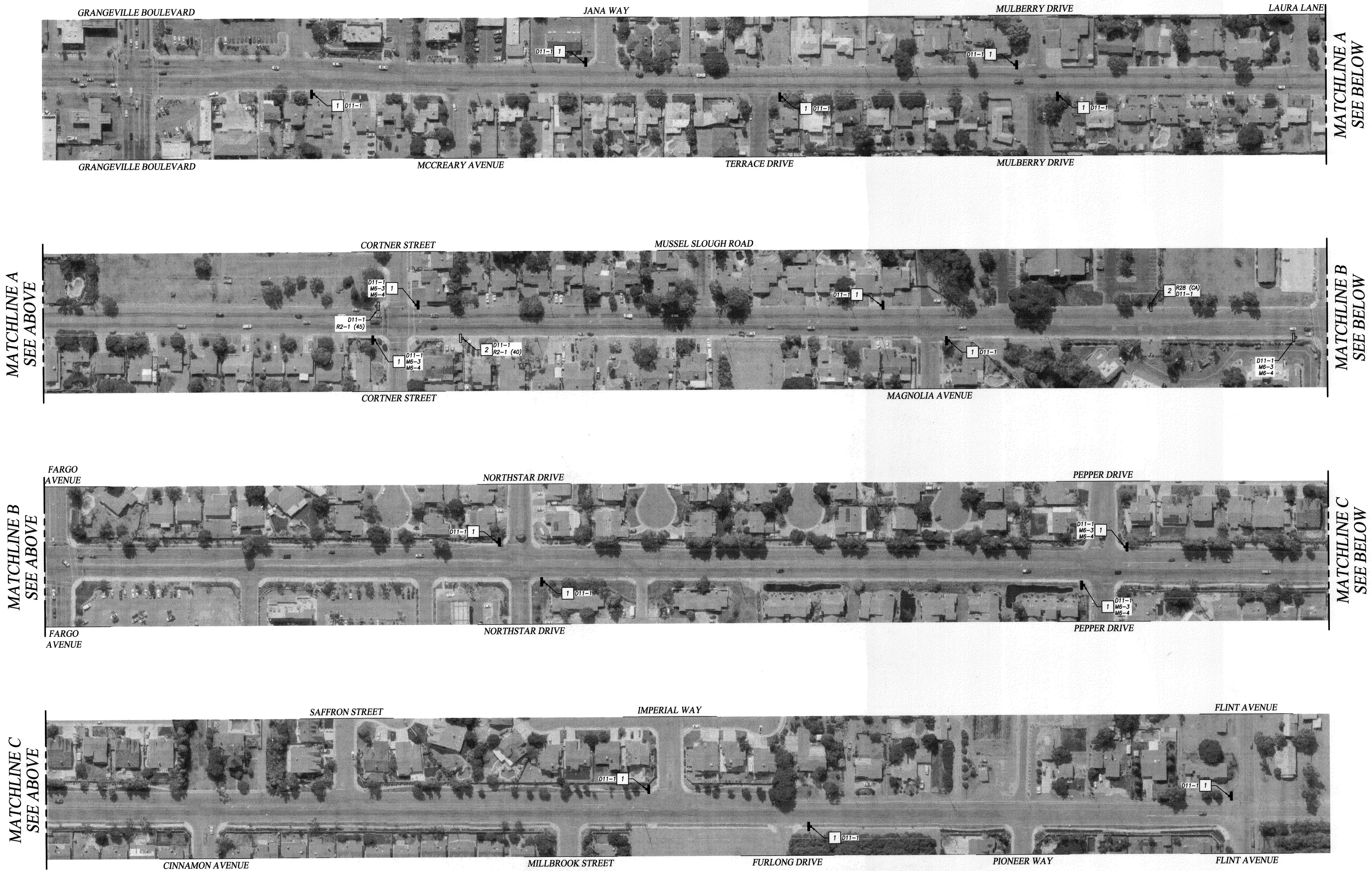


HOUSTON AVENUE TO SEVENTH STREET
IVY STREET TO FLORINDA STREET / RODGERS ROAD

NEW SIGN(S), AS NOTED, AND SIGN POST



PROJECT NO.: 170080
DRAWN BY: M. HAMILTON
QA/QC BY: L. WALLIS-DUTRA
SCALE: AS SHOWN
SHEET NO.: 54 OF 5



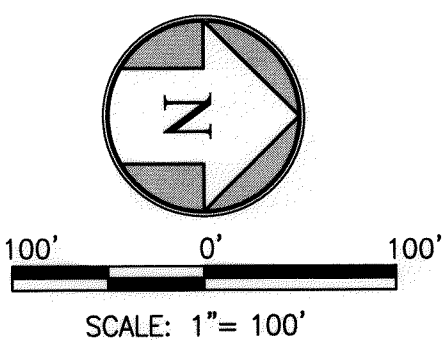
CONSTRUCTION NOTES

- 1 INSTALL NEW SIGN(S), AS NOTED, AND NEW SIGN POST.
- 2 REMOVE EXISTING R81 (CA) SIGN, AS NOTED. ADJACENT SIGN AND SIGN POST TO REMAIN.

11TH AVENUE
GRANGEVILLE BOULEVARD TO FLINT AVENUE

LEGEND

- NEW SIGN(S), AS NOTED, AND SIGN POST
- EXISTING SIGN(S), AS NOTED, AND SIGN POST



PROJECT NO.: 170080	
DRAWN BY: M. HAMILTON	
QA/QC BY: L. WALLIS-OUTRA	
SCALE: AS SHOWN	
SHEET NO.: 55 OF 59	

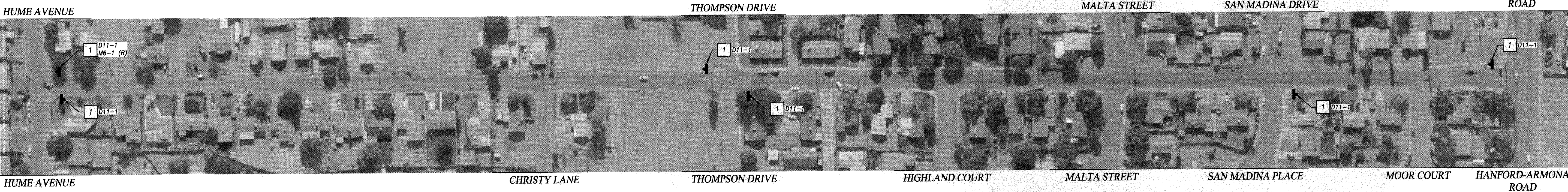
APPROVED BY:	DATE:
	2/16/2018
MATTHEW J. HAMILTON	R.C.E. 63570
DESIGN ENGINEER	

REVISIONS	DATE

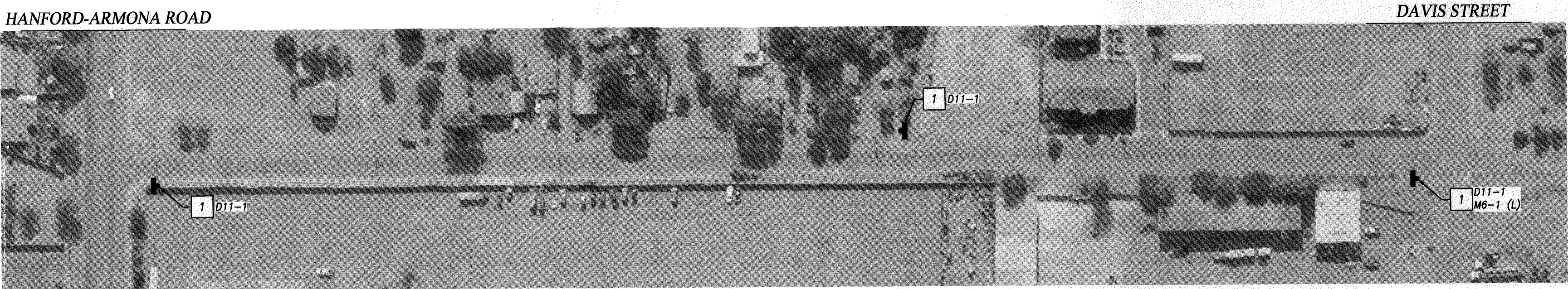
CLASS III BICYCLE ROUTES
11TH AVENUE

BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS

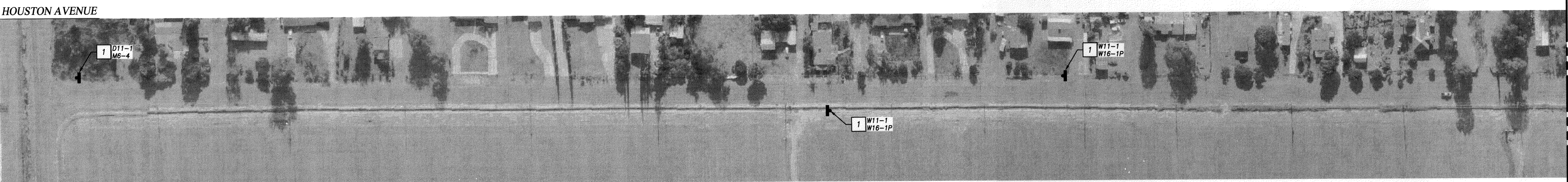
BY: TEL: (450) 733-0440
901 EAST MAIN STREET
VIAVA, CA 93732
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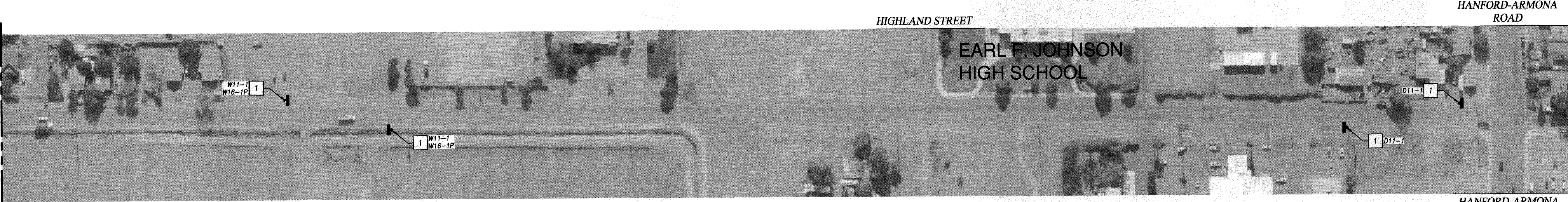
JONES STREET
HUME AVENUE TO HANFORD-ARMONA ROAD



WILLIAMS STREET
HANFORD-ARMONA ROAD TO DAVIS STREET



MATCHLINE A
SEE BELOW



MATCHLINE A
SEE ABOVE

10 1/2 AVENUE

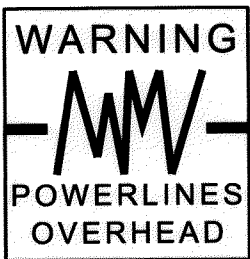
HOUSTON AVENUE TO HANFORD-ARMONA ROAD

CONSTRUCTION NOTES

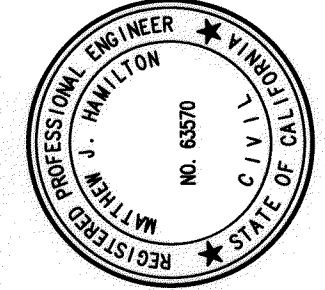
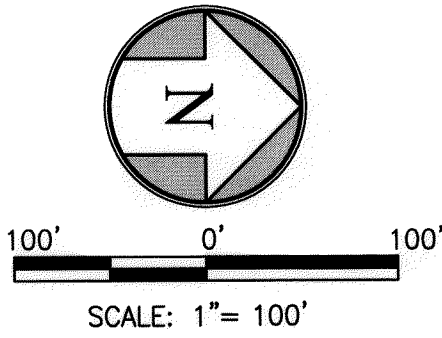
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LEGEND

- 1 NEW SIGN(S), AS NOTED, AND SIGN POST

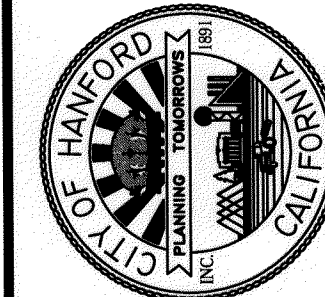


Know what's below.
Call before you dig.



APPROVED BY: *Matthew J. Hamilton*
DATE: 9/16/2018
R.C.E. 63570
MATTHEW J. HAMILTON
DESIGN ENGINEER

BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS
CLASS III BICYCLE ROUTES
JONES, WILLIAMS, & 10 1/2



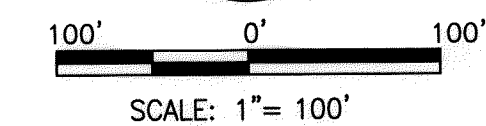
PROJECT NO.: 170080
DRAWN BY: M. HAMILTON
QA/QC BY: L. WALLIS-DUTRA
SCALE: AS SHOWN
SHEET NO.: 56 OF 59



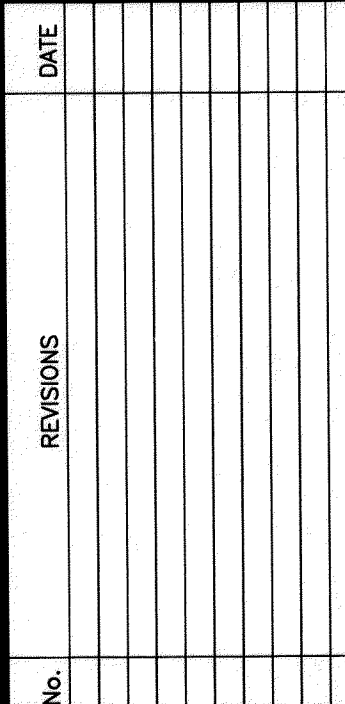
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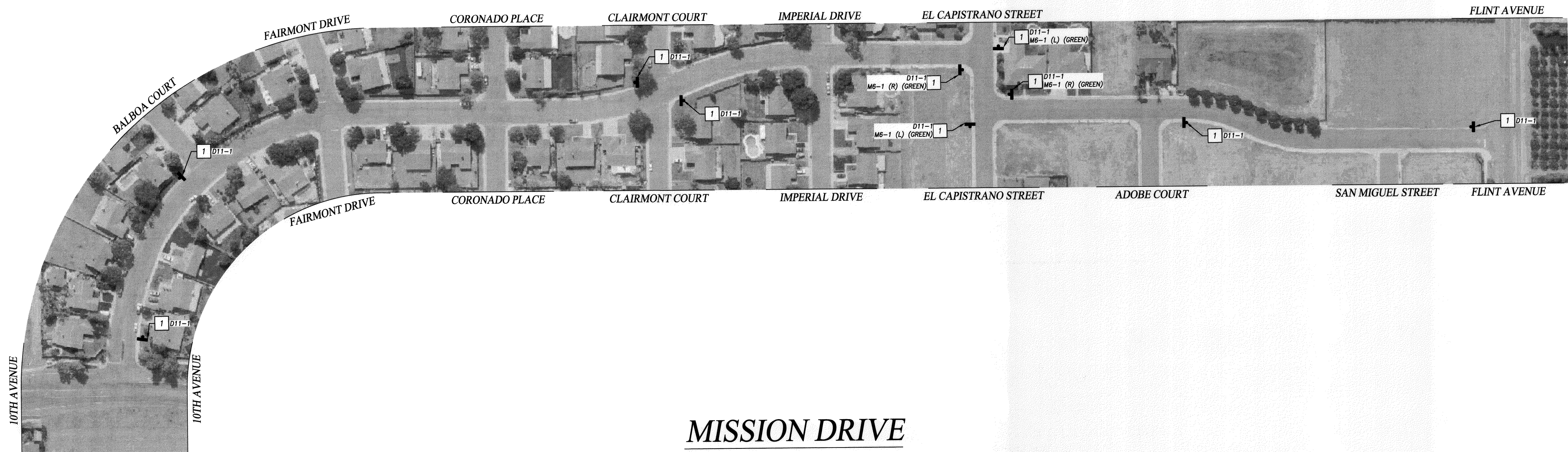
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NEW SIGN(S), AS NOTED, AND SIGN POST

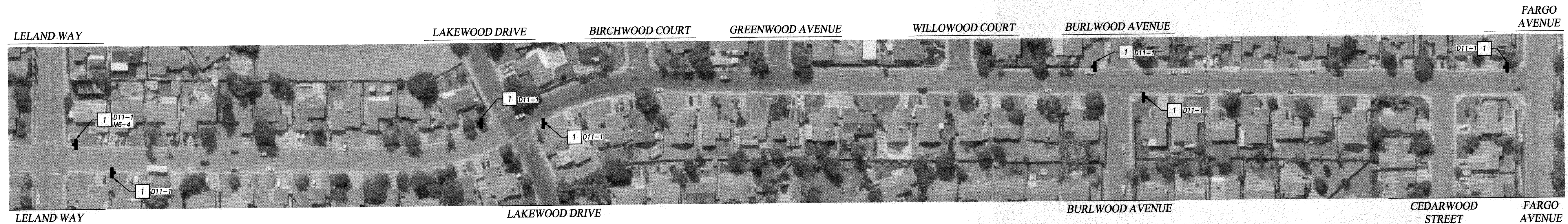


APPROVED BY:		R.C.E. 63570
2/16/2018	MATTHEW J. HAMILTON	
DATE	DESIGN ENGINEER	





MISSION DRIVE
10TH AVENUE TO FLINT AVENUE



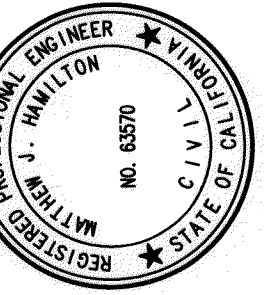
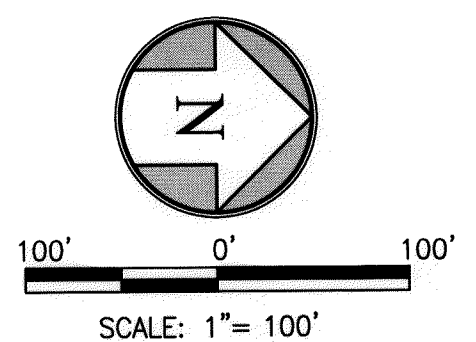
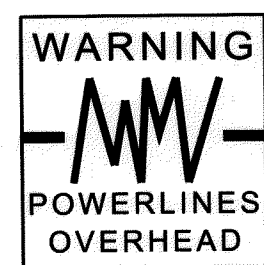
NEILL WAY
LELAND WAY TO FARGO AVENUE

CONSTRUCTION NOTES

- 1 INSTALL NEW SIGN(S), AS NOTED, AND NEW SIGN POST.

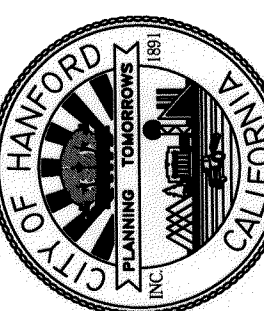
LEGEND

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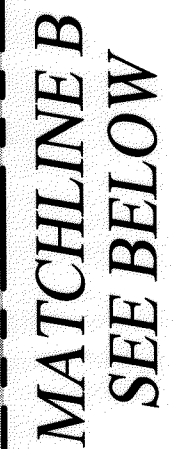


APPROVED BY: *Matthew J. Hamilton*
DATE: 2/16/2018
R.C.E. 63570
MATTHEW J. HAMILTON
DESIGN ENGINEER

BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS
CLASS III BICYCLE ROUTES
MISSION DRIVE & NEILL WAY

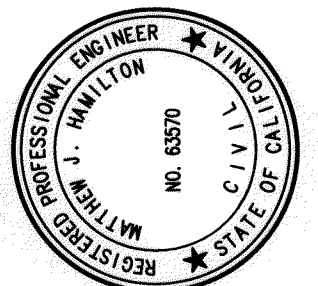
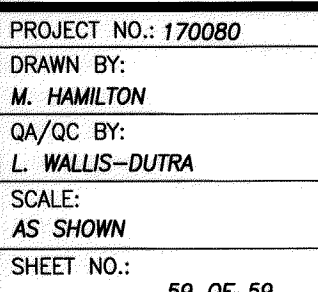
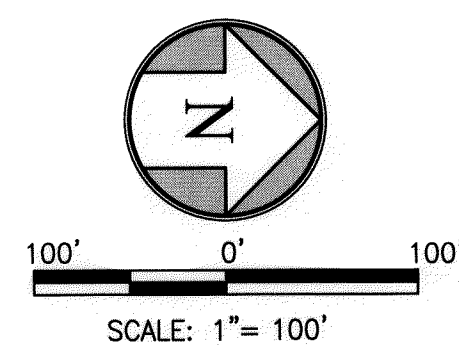


PROJECT NO.: 170080
DRAWN BY:
M. HAMILTON
QA/QC BY:
L. WALLIS-DUTRA
SCALE:
AS SHOWN
SHEET NO.:
58 OF 59



LACEY BOULEVARD TO LELAND WAY

NEW SIGN(S), AS NOTED, AND SIGN POST



2/16/2018
DATE


MATTHEW J. HAMILTON
DESIGN ENGINEER

R.C.E. 63570

**BICYCLE AND PEDESTRIAN
FACILITIES IMPROVEMENTS**

CLASS III BICYCLE ROUTES

9¹/₄ AVENUE

[illegible]



**AGENDA
STAFF REPORT**

MEETING DATE: 3/22/2018	AGENDA SECTION: 3
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SUBJECT:

City Council Actions

City Council Actions

FISCAL IMPACT:

ATTACHMENTS:

City Council Actions

CITY COUNCIL ACTIONS

Meeting of November 7, 2017

- 1) Approve Notice of Completion for Sixth St. at Douty St. Parking Lot Improvements.
- 2) Approve Notice of Completion for FY16/17 Manhole Repair Project.
- 3) Approve Notice of Completion for FY16/17 Cape Seal Treatment Project.
- 4) Award contract to Bush Engineering, Inc. for 11th Ave. at Houston Ave. Traffic Signal Installation Project.

Meeting of November 21, 2017

None to report.

Meeting of December 5, 2017

None to report.

Meeting of December 19, 2017

- 1) Waive second reading and adapt Ordinance 17-22 amending Municiple Code Section 10.16.130(b) to prohibit parking at any time at Fifth St., north side, 482' west of Douty St., extending 118" west.
- 2) Authorize Advertise for Bids for Lacey Blvd., Mall Dr. to Magna Carta and Grangeville Blvd, 12th Ave. to Centennial Dr. Pavement Overlay Resurfacing Project.

Meeting of January 2, 2018

None to report.

Special Meeting of January 3, 2018

None to report.

Meeting of January 16, 2018

- 1) Authorize Advertize for Bids and Pre-Authorize Award for FY 15/16 Minor Water Main Replacement Project.

- 2) Approve Notice of Completion for 12th Ave., 11th Ave., Lacey Blvd. Cold In-Place Recycle (CIR) Pavement Resurfacing Project.

Special Meeting of February 6, 2018

None to report.

Meeting of February 6, 2018

- 1) Waive first reading of Ordinance 18-01 amending Municiple Code Section 10.16.130(b) for Red Curb / “No Parking” request on Seventh St. between Mall Dr. and Campus Dr.

Meeting of February 20, 2018

- 1) Waive second reading and adopt Ordinance 18-01 amending Municiple Code Section 10.16.130(b) for Red Curb / “No Parking” request on Seventh St. between Mall Dr. and Campus Dr.

Special Meeting of February 21, 2018

None to report.

Special Meeting of February 22, 2018

None to report.

Joint Meeting of February 26, 2018

None to report.

Special Meeting of March 6, 2018

None to report.