

CITY OF RIPON  
SAN JOAQUIN COUNTY, CALIFORNIA



SPECIFICATIONS  
FOR  
**EV Charging Station Project**  
Federal Aid Project No. 5286(029)

BID OPENING:  
Tuesday, November 25, 2025  
3 PM



**ENGINEER'S CERTIFICATIONS:**  
These Contract Documents have been prepared by,  
or under the direct supervision of, the following Professional Engineer:

Kevin Werner, P.E.  
City of Ripon  
259 N. Wilma Avenue  
Ripon, CA 95366  
209.599.2108

## TABLE OF CONTENTS

<b>INVITATION TO BID – SECTION 1.....</b>	<b>1</b>
<b>INSTRUCTIONS TO BIDDERS – SECTION 2.....</b>	<b>4</b>
<b>BID PROPOSAL – SECTION 3 .....</b>	<b>9</b>
BID PROPOSAL .....	10
EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) PART 1 .....	14
PUBLIC CONTRACT CODE STATEMENTS & QUESTIONNAIRE .....	15
NON- COLLUSION AFFIDAVIT.....	17
BID BOND .....	18
FEDERAL FORMS.....	19
<b>CONTRACT AND BOND FORMS – SECTION 4 .....</b>	<b>33</b>
CONTRACT.....	33
FAITHFUL PERFORMANCE BOND .....	36
LABOR AND MATERIALS BOND .....	38
<b>INSURANCE REQUIREMENTS – SECTION 5.....</b>	<b>40</b>
<b>GENERAL CONDITIONS – SECTION 6.....</b>	<b>42</b>
<b>STANDARD SPECIFICATIONS – SECTION 7 .....</b>	<b>43</b>
<b>SPECIAL PROVISIONS – SECTION 8 .....</b>	<b>44</b>
<b>WAGE DETERMINATION – SECTION 9 .....</b>	<b>63</b>
<b>FEDERAL REQUIREMENTS – SECTION 10 .....</b>	<b>64</b>
ATTACHMENT 1 – EXHIBIT 12G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE .....	65
ATTACHMENT 2 – FORM FHWA-1273: REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS .....	66
ATTACHMENT 3 – APPENDIX E OF THE TITLE VI ASSURANCE .....	67
<b>TECHNICAL SPECIFICATIONS – SECTION 11.....</b>	<b>68</b>

END OF TABLE OF CONTENTS

In addition to the information contained in this Invitation to Bid section, more detailed information is provided in the Instructions to Bidders section, which should be carefully reviewed by all bidders before submitting a Bid Proposal.

### 1. Bid Information.

**1.1 Bid Acceptance.** Sealed bids are invited for EV Charging Station Project. Said bids shall be delivered to the office of the City Clerk of the City of Ripon, 259 N. Wilma Ave., Ripon, CA, 95366 on or before **3 PM, Tuesday, November 25, 2025**, at which time the bids will be publicly opened and read aloud and evaluated prior to sending them to the City of Ripon City Council for their action. Bids shall be designated as “EV Charging Station Project.” It is solely the bidder’s responsibility to ensure that bids are received prior to the specified time.

The results of the bid opening shall be posted to the City of Ripon website upon completion of the evaluation process.

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**1.2 Pre-Bid Meeting.** N/A

### 2. Project Information

**2.1 Location and Description.** The Project is located at 240 Doak Blvd. and 259 N. Wilma Ave. and consists of installation of electric vehicle chargers at the City of Ripon’s City Hall and Corporation Yard.. The work comprises the furnishing of all labor, materials, tools, and equipment required to complete this project as detailed on the plans and in the specifications for this contract.

**2.2 Time for Completion.** The planned time frame for substantial completion of construction of the project is 30 working days after the commencement date stated in the Notice to Proceed.

**3. Contract Documents.** Bids are required for the entire project work and shall be made upon the Bid Forms in accordance with the Instructions to Bidders.

Bid Documents and Addenda can be viewed, downloaded, and printed for submittal by logging onto [www.cityofripon.org/bids](http://www.cityofripon.org/bids). Be advised that the information contained on the City of Ripon website may change over time and without notice to prospective bidders. It is the responsibility of each prospective bidder to check [www.cityofripon.org/engineering](http://www.cityofripon.org/engineering) on a DAILY basis through the close of bids for any applicable addenda or updates. To receive email updates when addendums are issued, contact the project manager.

Hard copies of the Contract Documents are available at City Hall for a fee of \$100.

### 4. License and Registration Requirements

**4.1 Contractor’s License.** This Project requires a valid California contractor’s license for the following classifications(s): C10. The successful bidder and its Subcontractor(s) must

possess the California contractor's license(s) in the classification(s) required by law to perform the Work.

**4.2 DIR Registration.** This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR), under Labor Code Section 1771.4. No contractor or subcontractor may be listed on the bid proposal for the Project unless registered with the DIR pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)). Furthermore, City will not enter into a Contract with a contractor or subcontractor without proof that the bidder and its subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work pursuant to Labor Code Section 1725.5.

**4.3 City of Ripon Business License.** Per Municipal Code Section 5.04.020, a City Business License is required for anyone wishing to carry on commerce within the corporate City limits. The successful bidder and its Subcontractor(s) must obtain a City Business License before performing any work.

**4.4 Certificate of Reported Compliance of In-Use Off-Road Diesel-Fueled Fleets Regulation (Title 13 CCR, Section 2449).** For projects involving the use of vehicles subject to the In-Use Off-Road Diesel-Fueled Fleets Regulation, bidder must submit copies of valid Certificates of Reported Compliance for the fleet selected for the contract and its listed subcontractors.

**5. Bonds.** The Bid Proposal must be accompanied by bid security of ten percent (10%) of the maximum bid amount in the form of cash, a cashier's check, a certified check made payable to the City of Ripon, or a bid bond executed by a surety licensed to do business in the State of California. The successful bidder will be required to provide a Faithful Performance Bond and a Labor and Materials Payment Bond, each for one hundred percent 100% of the maximum Contract price.

**6. Subcontracting Requirements.** Proof of compliance with insurance requirements (including certificates of insurance and additional insured endorsements) shall be provided by the successful Contractor. Coverage shall be for the following amounts: (a) Commercial General Liability - \$2,000,000 each occurrence, (b) Automobile Liability - \$2,000,000 each occurrence, and (c) Worker's Compensation/Employer's Liability - \$1,000,000 each occurrence.

**6.1 Ineligible Subcontractor.** Any Subcontractor who is ineligible to perform work on a public works project under Labor Code Section 1777.1 or 1777.7 is prohibited from performing work on the Project.

**6.2 Subcontractor List.** Each bidder must submit with its Bid Proposal the name, location of business, California contractor license number, DIR registration number, and portion of the Work (based on the Base Bid) for each Subcontractor that will perform work or service, or fabricate or install work, for the prime contractor in excess of one-half of 1% of the total base bid, or ten thousand dollars (\$10,000), whichever is greater, using the Bidder's List of Subcontractors form included with the Contract Documents.

In addition, in accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project.

The prime Contractor must perform at least 30% of the Work on the Project, calculated as a percentage of the base bid price on the Bid Proposal form, using the Contractor's own forces. The remaining Work may be performed by qualified Subcontractors.

7. **Prevailing Wage Requirements.** This Project is subject to the prevailing wage requirements, available at City Engineer's office or online at <http://www.dir.ca.gov/DLSR>, applicable to the locality in which the Work is to be performed.

As this project involves federal funds, Davis Bacon requirements will be enforced. Federal minimum wage rates, as predetermined by the U.S. Department of Labor, have been attached to this bid document in Section 9. If there is a difference between the federal minimum wage rates predetermined by the U.S. Department of Labor and the Prevailing Wage Rates determined by the Director of the Department of Industrial Relations of the State of California for similar classifications of labor, the Contractor and his subcontractor shall pay no less than the higher wage rate.

## 8. Additional Requirements.

### 8.1 Disadvantage Business Enterprise (DBE) Requirements.

**Caltrans Office Bulletin #25-07**

**Suspension of the Disadvantaged Business Enterprise (DBE) Program**

In accordance with the DBE Interim Final Rule published in the Federal Registry on October 3, 2025, all activities related to DBE contract goal setting, counting, monitoring, and compliance are suspended until further notice. Please disregard any DBE requirements referenced in this document.

### 8.2 Federal Trainee Program Requirements.

As part of your equal opportunity affirmative action program, you have a primary responsibility to provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

By: Kevin Werner, City Administrator

Publication: November 4, 2025

END OF INVITATION TO BID

## INSTRUCTIONS TO BIDDERS – Section 2

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Each bid (“Bid Proposal”) submitted to the City of Ripon (“City”) for its EV Charging Station Project (“Project”) must be submitted in accordance with the following instructions and requirements:

### 1. Bid Submission

**1.1 General.** Each Bid Proposal must be completed in ink using the form provided in the Contract Documents and must be signed, sealed and submitted to the City by or before the date and time set forth in the Invitation to Bid or as amended by subsequent addendum. Faxed or emailed Bid Proposals will not be accepted, unless otherwise specified. Late submissions will be returned unopened to the bidder. The Bid Proposal form must be fully completed without interlineations, alterations, or erasures. Any necessary corrections must be clear and legible, and must be initialed by the bidder’s authorized representative.

City reserves the right to postpone the date and time for receiving or opening bids. Each bidder is solely responsible for all of its costs to prepare and submit its bid and by submitting a bid waives any right to recover those costs from City. The bid price(s) must include all costs to perform the Work as specified, including all labor, material, supplies, and equipment and all other direct or indirect costs such as applicable taxes, insurance and overhead.

**1.2 Bid Envelope.** The envelope containing the sealed Bid Proposal and all required forms and attachments must be clearly labeled and addressed as follows:

**BID PROPOSAL**  
EV Charging Station Project  
City of Ripon  
Office of the City Clerk  
259 North Wilma Avenue  
Ripon, CA 95366

**1.3 Bid Submittals.** Each bid must include each of the following documents, completed and signed as directed, using the forms provided by City and including any required attachments:

- (A) Bid Proposal Form
- (B) Bidder’s List of Subcontractors (Exhibit 12-B)
- (C) Public Contract Code Statement & Questionnaire
- (D) Non-Collusion Affidavit
- (E) Bid Security of ten percent (10%) of the maximum bid amount in the form of cash, a cashiers, check, a certified check made payable to the City of Ripon, or a bid bond executed by a surety licensed to do business in the State of California. For your convenience, a Bid Bond form is included in the contract Documents.
- (F) Federal Forms. This project is subject to federal funding requirements as set forth in Section 10 – Federal Requirements Attachments 1 -3 and incorporated into these Contract Documents. Bidders should carefully review the federal requirements, and submit all required federal forms as directed. **Failure to complete and submit all**

**required forms correctly with the Bid Proposal shall result in a bid being declared non-responsive.**

## **2. Pre-Bid Investigation**

**2.1 General.** Each bidder is solely responsible at its sole expense for diligent and thorough review of the Contract Documents, examination of the Project site, and reasonable and prudent inquiry concerning known and potential site and area conditions before submitting a Bid Proposal. Each bidder is responsible for knowledge of conditions and requirements which reasonable review and investigation would have disclosed. However, except for any areas that are open to the public at large, bidders may not enter City's property or the Project site without prior written authorization from City. Bidders are responsible for reporting any errors or omissions in the Contract Documents to City before submitting a Bid Proposal, subject to the limitations of Public Contract Code section 1104. City expressly disclaims responsibility for assumptions a bidder might draw from the presence or absence of information provided by City.

**2.2. Project Site.** 240 Doak Blvd. and 259 N. Wilma Ave.

**2.3 Utility Company Standards.** The Project must be completed in a manner that satisfies the standards and requirements of the affected utility companies or agencies (collectively, "utility owners"). The successful bidder may be required by the utility owners to provide detailed plans prepared by a California registered civil engineer showing the necessary temporary support of the utilities during coordinated construction work. Bidders are directed to contact the utility owners about their requirements before submitting a Bid Proposal.

**3. Requests for Information.** Questions or requests for clarifications regarding the Project, the bid procedures or any of the Contract Documents may only be submitted in writing by email to the Project Manager listed below. Oral responses are not authorized and are not binding on the City. It is the responsibility of the Contractor to ensure the project manager received the inquiry. Bidders are strongly encouraged to submit such inquiries at least five working days before the scheduled bid opening. For purposes of this Section 3, a "working day" means a day that City is open for normal business, and excludes weekends and holidays observed by City. Questions received any later may not be addressed before the bid deadline. An interpretation or clarification by City in response to a written inquiry will be issued in an addendum.

Spencer Schroen

sschroen@cityofripon.org

**4. Addenda.** Any addenda issued before the bid opening are part of the Contract Documents. Subject to the limitations of Public Contract Code section 4104.5, City reserves the right to issue addenda before bid time. City will make reasonable efforts to deliver addenda to known plan holders who have provided a delivery address for receipt of addenda; however, City makes no guarantee that all bidders will receive all addenda. Each bidder is responsible for ensuring it has received and reviewed all addenda prior to submitting its bid and must

acknowledge receipt of all addenda in the Bid Proposal. Bidders are strongly encouraged to check City's website periodically for any addenda or updates on the Project, as specified in Item 3 of the Invitation to Bid.

5. **Bid Schedule.** Bidders are required to fully complete the Bid Schedule included in the Bid Proposal form.

**5.1 Incorrect Totals.** This provision is intended to resolve computational errors on the Bid Schedule.

**(A) Unit Price Subtotals.** In the event a computational error for any bid item (base bid or alternate) results in an incorrect extended total for that item, the submitted base bid or bid alternate total will be adjusted to reflect the corrected amount.

**(B) Withdrawal for Material Error.** Nothing in this provision is intended to prevent a bidder from requesting to withdraw its bid for material error under Public Contract Code Section 5100 et seq.

**5.2 Estimated Quantities.** The quantities shown on the Bid Schedule are estimated and the actual quantities required to perform the Work may be greater or less than the estimated amount. The Contract Price will be adjusted, based on the unit cost, to reflect the actual quantities required for the Work. Changes in quantities due to design changes will be measured and paid separately pursuant to a Change Order.

6. **Withdrawal of Bid Proposals.** A Bid Proposal for the Project will be considered a firm offer and may not be withdrawn for a period of ninety 90 calendar days after the bid opening without forfeiture of the bid security, except as authorized for material error under Public Contract Code Section 5100 et seq.

7. **Bid Protest.** Any bid protest must be in writing and received by the Engineering Department at 259 North Wilma Avenue, Ripon, CA 95366 or via email at [engineering@cityofripon.org](mailto:engineering@cityofripon.org) before 5:00 p.m., no later than seven (7) calendar days after the City Engineer, or his/her designee, notifies the bidders of the recommendation for award (the "Bid Protest Deadline"). The effective date of notice by mail is the date that the notice is deposited in the mail. The effective date of all other means of notice is the date it is transmitted. If the seventh calendar day does not fall on a business day, the deadline to submit a protest shall be extended to 5:00 p.m. on the next business day. For purposes of this section, "business day" shall mean any day that the City office is open to the public to conduct business. The Bid Protest must comply with the following requirements:

**7.1 General.** Only a bidder that has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

**7.2 Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the

name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder. If City requests additional information, it must be provided to City within the time period City specifies.

- 7.3 **Copy to Protested Bidder.** A copy of the protest and all supporting documents must be concurrently transmitted and received by email or hand delivery, by or before the Bid Protest Deadline, to the bidder whose bid is being protested (“protested bidder”) and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- 7.4 **Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the “Response Deadline”). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.
- 7.5 **Copy to Protesting Bidder.** A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Response Deadline, to the bidder who has submitted the protest (“protesting bidder”) and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- 7.6 **Exclusive Remedy.** The procedure and time limits set forth in this Section are mandatory and are the bidder’s sole and exclusive remedy in the event of bid protest. A bidder’s failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
- 7.7 **Right to Award.** City reserves the right, acting in its sole discretion, to reject any bid protest that it determines lacks merit, to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.

8. **Rejection of Bids; Award of Contract.** City reserves the right, acting in its sole discretion, to waive immaterial bid irregularities, to accept or reject any and all bids, or to abandon the Project entirely. The Contract will be awarded, if at all, to the responsible bidder that submitted the lowest responsive bid and that which City deems is in the best interest to accept. For at least five (5) working days prior to award, the “Notice of Intent to Award” will be posted on designated public bulletin sites and can also be viewed by logging onto [www.cityofripon.org/bids](http://www.cityofripon.org/bids).

8.1 Within five (5) calendar days after the Notice of Intent to Award the Contract has been issued, the successful bidder must submit to City the following documents:

- a) Valid Certificates of Reported Compliance of In-Use Off-Road Diesel-Fueled Fleets Regulation for the fleet selected for the contract and its listed subcontractors, if

applicable.

**8.2** Within ten (10) calendar days after City's issuance of Award, the successful bidder must submit to City the following documents:

- a) Signed original Contract using the form included in the Contract Documents;
- b) Labor and Materials (Payment) and Faithful Performance bonds for the Project as specified in the Contract Documents, each for 100% of the Contract Price, each executed by sureties licensed to do business in the State of California. For your convenience, bond forms are included in the Contract Documents;
- c) Insurance Certificates evidencing the successful bidder's insurance coverage as required by the Contract Documents;
- d) Documentation evidencing the successful bidder and its Subcontractor(s) City of Ripon Business License.
- e) Required Federal Forms. Please refer to Section 3 – Bid Proposal of these Contract Documents for submittal requirements as they may differ from time frame above.

**9. Return of Bid Security.** The bidders' security of the second and third lowest responsible bidders will be withheld until the contract has been finally executed. The bidders' security submitted by all other unsuccessful bidders shall be returned to them within 10 days after the contract is awarded, and their bidders' bonds shall be of no further effect. (*PCC § 10184*)

**10. Pre-Construction Conference.** City will schedule a mandatory pre-construction conference for the Project following City's issuance of Award and Contract execution by the successful bidder. The successful bidder must attend and participate in the pre-construction conference, and provide all of the required information and documents for the conference as set forth in Special Provisions. City will issue a Notice to Proceed following the conference, identifying the commencement date for the Work and the Contract Time.

END OF INSTRUCTIONS TO BIDDERS

**Bid Proposal Cover Sheet**  
(Submit with sealed bid)

The following documents, listed below and incorporated into the specifications, are requirements for this project and shall be included with bid submittal. Failure to complete or provide any of the required documents will be deemed an incomplete and rejected bid.

- Bid Proposal Form
- Bidder's List of Subcontractors
- Public Contract Code Statement & Questionnaire
- Non-Collusion Affidavit
- Bid Security (*Cash, Cashier's or Certified Check or Bid Bond*)
- Federal Forms

**Bid Proposal**  
**EV Charging Station Project**

\_\_\_\_\_(“Bidder”) hereby submits this Bid Proposal to the City of Ripon “(City”) for the above-referenced project (“Project”), in response to the Invitation to Bid and in accordance with the Contract Documents referenced therein.

**1. Bid Schedule.** The following Bid Schedule must be completed in ink. Pricing must be provided for each Bid Item as indicated. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the “Extended Total Amount” column must be identical to the Base Bid price entered in Item 2 of this Bid Proposal Form.

Any work shown on the Plans or described in the Specifications without a specific bid item(s) in this Bid Proposal is hereby included within or made part of this Bid Proposal.

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	Mobilization	1	LS		
2	Level 2 Dual Port EV Charger	7	EA		
3	1.25” Conduit connecting EV Chargers to Panel	1	LS		
4	2” Conduit to connect Panel to Main Service at City Hall	1	LS		
5	#4 Wire for EV Charger Power and Panel Grounding	1,110	LF		
6	#6 Wire	6,250	LF		
7	#8 Wire for EV Charger Grounding	335	LF		
8	#10 Wire	115	LF		
9	Post Mounted Panel	1	EA		
10	Surface Restoration	1	LS		
11	Connect to Ex. Breaker	1	LS		
12	Erosion Sediment Control	1	LS		

**TOTAL BASE BID: \$**

**2. Base Bid.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the work, including all labor, materials, supplies, and equipment (whether or not permanent or actually incorporated into the work) utilities for the work (including water, sanitary facilities, electricity, fuel, light, heat, and telephone), tools, transportation, and services necessary to complete the work for the amounts quoted in this Bid Proposal (including the costs of all applicable taxes, patent rights, royalties, licenses, and permits).and all other direct or indirect costs including, but not limited to, taxes, insurance and all overhead for the following price (“Base Bid”): \$\_\_\_\_\_.

**3. Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this Bid. If an addendum has been issued and not acknowledged as being received by the Bidder, this Bid may be rejected. Bidder specifically acknowledges receipt of the following addenda:

Addendum: Date Issued:

#1	_____
#2	_____
#3	_____
#4	_____
#5	_____
#6	_____

**4. Bidder's Warranties.** By signing and submitting this Bid Proposal, Bidder warrants the following:

**4.1 Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents and represents that, to the best of Bidder's knowledge, there are no errors, omissions, or discrepancies in the Contract Documents, subject to the limitations of Public Contract Code Section 1104.

**4.2 Examination of Worksite and Local Conditions.** Bidder has had the opportunity to examine the worksite and is familiar with the local conditions at the Project location and has correlated their observations with the requirements of the proposed Contract Documents. Bidder has attended any mandatory bidder's meeting and any mandatory pre-bid Project site visit.

**4.3 Bidder is Qualified.** Bidder is qualified to perform the work.

**4.4 Contract Time.** The time for completion of the work for the Project as specified in the Invitation to Bid is reasonable, and Bidder is ready and able to perform the work within that timeframe.

**4.5 Legal Compliance.** Bidder is aware of and will comply with all applicable legal requirements for the Project, including all federal, California, local and City laws and regulations.

**4.6 Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in the completed bid.

**5. Award of Contract.** By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, Bidder will do all of the following within the time required in Section 2 Instruction to Bidders.

**5.1 Execute Contract.** Enter into Contract with City in accordance with the terms of this Bid Proposal, by signing and submitting to City the Contract prepared by City using the form included with the Contract Documents;

**5.2 Submit Required Bonds.** Submit to City a labor and materials (payment) bond and a faithful performance bond, each for 100% of the Contract Price, each executed by sureties licensed to do business in the State of California. For your convenience, bond forms are included in the Contract Documents.

**5.3 Insurance Requirements.** Submit to City the Insurance Certificates evidencing Bidder's insurance coverage as required by the Contract Documents.

**5.4 Business License Requirement.** Submit to City documentation evidencing Bidder's and all listed Subcontractors' proof of City of Ripon Business License.

**5.5 Valid Certificates of Reported Compliance of In-Use Off-Road Diesel-Fueled Fleets Regulation** for the fleet selected for the contract and its listed subcontractors, if applicable.

#### **5.6 Required Federal Forms.**

**6. Bid Security.** As a guarantee that, if awarded the Contract, Bidder will perform its obligations under Section 5 above, Bidder is enclosing bid security in the amount of ten percent of its maximum bid amount (meaning the base bid plus all additive alternate prices, if any) in one of the following forms (check one):

- Cash in the amount of \$\_\_\_\_\_.
- A cashier's check or certified check payable to the City of Ripon in the amount of \$\_\_\_\_\_.
- A bid bond, using the Bid Bond form included with the Contract Documents, payable to the City of Ripon and executed by a surety licensed to do business in the State of California.

It is agreed that default on the part of the bidder in this respect will cause considerable damage or loss to the City which will be impractical or extremely difficult to measure and it is therefore expressly further agreed that the amount of the bid security herein required shall be treated as liquidated damages for such default, and upon such default the whole amount thereof shall be forfeited to the City.

*(Signatures are on the following page.)*

This Bid Proposal is hereby submitted on \_\_\_\_\_, 20\_\_\_\_\_.

Signature	Name and Title (print)
Contractor Name	Contractor Lic.#, Exp. Date, and Classification
Address	DIR Registration #
City/State/Zip	Contact Name
(        ) Telephone	Contact Email

**END OF BID PROPOSAL**

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

As of March 1, 2015, Contractors (and sub-contractors) wishing to bid on public works contracts must 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=displayPWCRegistrationForm>

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 may be used by the local agency to track 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.**

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

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

**January 2019**

The above Exhibit 12-B Bidder's List of Subcontractors is part of the Bid Proposal. Signing this Proposal on the signature portion thereof shall constitute signature of this Bidder's List of Subcontractors.

**END OF EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS PART 1**

## **Public Contract Code Statements & Questionnaire**

### **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 question:

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

## **PUBLIC CONTRACT CODE 10232 STATEMENT**

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

Note: The above Public Contract Code 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.

**END OF PUBLIC CONTRACT CODE STATEMENT & QUESTIONNAIRE**

**Non- Collusion Affidavit**  
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the City of Ripon – Department of Engineering

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

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

END OF NON-COLLUSION AFFIDAVIT

## **Bid Bond**

**KNOW ALL MEN BY THESE PRESENTS**, that we, \_\_\_\_\_,  
(Contractor Name)

a  corporation  partnership  individual duly authorized by law to do business as a construction contractor in the State of California (“Principal”), and \_\_\_\_\_,  
(Surety Company Name)

a corporation duly authorized to do a surety business under the Laws of the State of California (“Surety”), are held and firmly bound unto the City of Ripon (“Obligee”), in the penal sum of \_\_\_\_\_ (\$\_\_\_\_\_) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THE OBLIGATION IS SUCH THAT**, the Principal has submitted a bid to the Obligee for the project identified as \_\_\_\_\_.  
(Project Name)

**NOW, THEREFORE**, if the Obligee shall accept the Principal’s bid, and the Principal and Obligee enter into a Contract in accordance with the terms of such bid, and give such bonds as specified in the Contract Documents with good and sufficient surety, one to guarantee faithful performance of such Contract and the other for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void; otherwise, this obligation shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Bond is entered into and effective on \_\_\_\_\_, 20\_\_\_\_\_.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SURETY:** \_\_\_\_\_

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

s/ \_\_\_\_\_

Name/Title  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Notary Acknowledgment with Notary Seal for Surety and Surety’s Power of Attorney must be attached)

**PRINCIPAL:** \_\_\_\_\_

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

s/ \_\_\_\_\_

Name/Title  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**END OF BID BOND**

**Check List**  
**Federal Forms**

The following items/forms, listed in the table below and incorporated into the specifications, are federal requirements for this project and shall be submitted by all bidders as per submittal requirements below. Failure to complete or provide any of the required documents will be deemed an incomplete and rejected bid.

<b>Item/Form Number</b>	<b>Submittal Requirement</b>
<input type="checkbox"/> Equal Employment Opportunity Certification	Submit with Bid
<input type="checkbox"/> Debarment and Suspension Certification	Submit with Bid
<input type="checkbox"/> Disclosure of Lobbying Activities	Submit with Bid
<input type="checkbox"/> Exhibit 12-B Bidder's List of Subcontractors Part 2	Submit with Bid or no later than 4 p.m. on the 5 <sup>th</sup> calendar day after bid opening. If 5 <sup>th</sup> calendar day falls on a weekend or holiday, submit no later than 4 p.m. the next business day.
<input type="checkbox"/> Exhibit 15-G : Construction Contract DBE Commitment	Submit with Bid or no later than 4 p.m. on the 5 <sup>th</sup> calendar day after bid opening. If 5 <sup>th</sup> calendar day falls on a weekend or holiday, submit no later than 4 p.m. the next business day.
<input type="checkbox"/> Written confirmation from each DBE participating in contract. A copy of a DBEs quote will serve as written confirmation.	Submit with Bid or no later than 4 p.m. on the 5 <sup>th</sup> calendar day after bid opening. If 5 <sup>th</sup> calendar day falls on a weekend or holiday, submit no later than 4 p.m. the next business day.
<input type="checkbox"/> Exhibit 15-H: Proposer/Contractor Good Faith Efforts	Submit with Bid or no later than 4 p.m. on the 5 <sup>th</sup> calendar day after bid opening. If 5 <sup>th</sup> calendar day falls on a weekend or holiday, submit no later than 4 p.m. the next business day.

The following items/forms, listed in the table below and incorporated into the specifications, are federal requirements for this project and shall be submitted by the contractor awarded the project as per submittal requirements below.

<b>Item/Form Number</b>	<b>Submittal Requirement</b>
<input type="checkbox"/> Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments*	Submit after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month.
<input type="checkbox"/> Exhibit 16-B: Subcontracting Request	Submit prior to start of subcontracting work
<input type="checkbox"/> Exhibit 16-I: Notice of Materials to be used*	Submit prior to preconstruction conference (if applicable)
<input type="checkbox"/> Exhibit 16-Z-1: Monthly DBE Trucking Verification*	Monthly with each invoice submittal (if applicable)
<input type="checkbox"/> Certified Payroll for all work done during reporting month	Monthly with each invoice submittal
<input type="checkbox"/> Calendar Days detailing working days, rain days & extension of calendar days	Monthly with each invoice submittal
<input type="checkbox"/> Progress Billing for completed work	Monthly with each invoice submittal
<input type="checkbox"/> Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises*	Submit at Project Final Acceptance
<input type="checkbox"/> Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change*	Submit at Project Final Acceptance
<input type="checkbox"/> Federal Trainee Program. Number of Trainees or apprentices is 3 for Earthwork related items. (Item 16 of Exhibit 12-G)*	Submit prior to start of work: Number of Trainees to be trained, Training Program, Training Start Date for Earthwork Classification

\*Forms are not included in specifications. Please refer to the Caltrans website listed below for most recent form.

Fillable PDF forms are available online at:

<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

## **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

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

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

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

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

The above Equal Employment Opportunity Certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Equal Employment Opportunity Certification.

**END OF EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

## **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.

**END OF DEBARMENT AND SUSPENSION CERTIFICATION**

**DISCLOSURE OF LOBBYING ACTIVITIES**

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

**CHECK HERE IF N/A** **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

- 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

**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:****Congressional District**, if known**6. Federal Department/Agency:****Congressional District**, if known**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:**

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

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

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

## **ANTI-LOBBYING CERTIFICATION**

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 sub recipients shall certify and disclose accordingly.

### **END OF DISCLOSURE OF LOBBYING ACTIVITIES**

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

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. List subcontractors whose work amounts to more than one half of one percent (0.5%) of the Total Base Bid or \$10,0000 (whichever is greater). **Photocopy this form for additional firms.**

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

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

January 2019

END OF EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS PART 2

FEDERAL FORMS

Page | 25

**EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT**

1. Local Agency:	City of Ripon			2. Contract DBE Goal:	%	
3. Project Description:						
4. Project Location:						
5. Bidder's Name:				6. Prime Certified DBE: <input type="checkbox"/>	7. Bid Amount:	
8. Total Dollar Amount for <u>ALL</u> Subcontractors:					9. Total Number of <u>ALL</u> Subcontractors:	
10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount	
<b>Local Agency to Complete this Section</b>				<b>16. TOTAL CLAIMED DBE PARTICIPATION</b>		
						\$
22. Local Agency Contract Number:						
23. Federal-Aid Project Number:	Federal Aid Project					
24. Bid Opening Date:	Tuesday, November 25, 2025					
25. Contract Award Date:						
26. Award Amount:	\$					
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.						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.
27. Local Agency Representative's Signature	28. Date				17. Preparer's Signature 18. Date	
Kevin Werner	209-599-2108					
29. Local Agency Representative's Name	30. Phone				19. Preparer's Name 20. Phone	
City Administrator/City Engineer						
301ocal Agency Representative's Title					21. Preparer's Title	

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.  
                           3. 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.

(Page 1 of 2. Exhibit 15-G January 2023)

## INSTRUCTIONS - CONSTRUCTION CONTRACT DBE COMMITMENT

### CONTRACTOR SECTION

- 1. Local Agency** - Enter the name of the local 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(s) 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.  $SUM = (DBEs + \text{all Non-DBEs})$ . Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors.  $SUM = (DBEs + \text{all Non-DBEs})$ . 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. NAICS or Work Category Codes** - Enter NAICS or Work Category Code from the California Unified Certification Program database.
- 13. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 14. 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.
- 15. 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.
- 16. 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).
- 17. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 18. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 19. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 20. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 21. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

### LOCAL AGENCY SECTION

- 22. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 23. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 24. Bid Opening Date** - Enter the date contract bids were opened.
- 25. Contract Award Date** - Enter the date the contract was executed.
- 26. Award Amount** - Enter the date the contract was executed.
- 27. 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.
- 28. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 29. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 30. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 31. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

**END OF EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT**

(Page 2 of 2 Exhibit 15-G January 2023)

**EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS**

Federal-aid Project No.	Federal Aid Project No.	Cost Proposal Due Date	Bid Opening Date	PE/CA
	5286(029)		Tuesday, November 25, 2025	CON

The City of Ripon established a Disadvantaged Business Enterprise (DBE) goal of \_\_\_\_\_ % for this project. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) business days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or 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.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions. **Please attach additional sheets as needed.**

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

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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

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C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to met or exceed the DBE contract goal.

Items of Work	Proposer or 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:

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

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E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

*(Page 2 of 3 Exhibit 15-H January 2020)*

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, 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:

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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:

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(Page 3 of 3 Exhibit 15 H January 2020)

**END OF EXHIBIT 15-H PROPOSER/CONTRACTOR GOOD FAITH EFFORTS**

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION  
**DLA SUBCONTRACTING REQUEST**  
 DOT LAPM 16-B (NEW 12/2021)

REQUEST NUMBER

CONTRACTOR NAME		COUNTY	ROUTE
BUSINESS ADDRESS		CONTRACT NUMBER	
CITY AND STATE	ZIP CODE	FEDERAL-AID PROJECT NUMBER	

SUBCONTRACTORS (Name, Business Address, Phone)	CA STATE CONTRACTOR LICENSE NUMBER	PUBLIC WORKS CONTRACTOR REGISTRATION NUMBER	BID ITEM NUMBER(S) (1 per line)	PERCENTAGE OF BID ITEM SUBCONTRACTED	CHECK IF (See Categories Below)	DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBCONTRACTED	DOLLAR AMOUNT BASED ON BID AMOUNT
					1		
					<input type="checkbox"/>	<input type="checkbox"/>	
					<input type="checkbox"/>	<input type="checkbox"/>	
					<input type="checkbox"/>	<input type="checkbox"/>	
					<input type="checkbox"/>	<input type="checkbox"/>	
					<input type="checkbox"/>	<input type="checkbox"/>	
					<input type="checkbox"/>	<input type="checkbox"/>	

**Categories: 1. Listed Under Fair Practices Act    2. Certified Disadvantaged Business Enterprise/Disabled Veteran Business Enterprise**

I certify that:

- The specifications for labor set forth in the contract apply to the subcontracted work
- If applicable, (federal-aid projects only) Form FHWA-1273 has been inserted in the subcontracts and will be incorporated in any lower-tier subcontract.
- Written contracts have been executed for the above noted subcontracted work.

CONTRACTOR'S SIGNATURE

DATE

This section is to be completed by the resident engineer.

1. Total of bid items
2. Bid items previously subcontracted
3. Bid items subcontracted (this request)
4. Total of lines 2 and 3
5. Maximum amount of work allowed to be subcontracted (multiply line 1 by \_\_\_\_\_ %)
6. Minimum amount prime contractor must perform with own forces (multiply line 1 by \_\_\_\_\_ %)

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

**APPROVED**

RESIDENT ENGINEER'S SIGNATURE

DATE

Copy Distribution : Original-Contractor   Copy- Resident Engineer

## **INSTRUCTIONS FOR COMPLETING SUBCONTRACTING REQUEST FORM**

### **All first-tier subcontractors must be included on a subcontracting request**

Before subcontracting work starts, the contractor will submit an original Form DOT LAPM 16-B according to the Standard Specifications.

- Ensure all subcontractors are:
  1. Listed on the subcontractor list at the time of bid, per the Subletting and Subcontracting Fair Practice Act; OR
  2. All 1<sup>st</sup> tier subcontractors regardless of dollar value.

When an entire item is subcontracted, show the contractor's bid price.

When a portion of an item is subcontracted, describe the portion and show the percentage of the bid item and value.

- Compare line 5 to line 4. If line 5 is greater than line 4 the request can be approved.
- After approval, the resident engineer returns the original to the contractor and completes the remaining distribution as listed on the bottom of the form.
- Labor Compliance Officer to review subcontractor licensing and registration.
- Labor Compliance officer completes PWC-100 form on California Department of Industrial Relations site for subcontractors that were not required to be listed a time of bid on the Subcontractor List form.

**THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS OF LISTED  
SUBCONTRACTORS OR DISADVANTAGED BUSINESS ENTERPRISE.**

END OF PUBLIC SUBCONTRACTING REQUEST FORM

**Contract  
For  
EV Charging Station Project**

This Contract made and entered into this Click here to enter day day of Choose month, Click here to enter year, by and between the CITY OF RIPON, hereinafter called the "City" whose office and principal place of business is in Ripon, San Joaquin County, California, and Click here to enter contractor name hereinafter called the "Contractor", whose Post Office address is enter address/city/state/zip.

**- WITNESSETH -**

That the City has awarded to the Contractor upon his bid duly submitted, the Contract for doing the work and furnishing the materials and equipment described in the Plans and Specifications bound herewith, on the terms stated as follows:

**1. Contractor Agrees:**

- a) To do all the work and furnish all labor, material, equipment and appliances to complete the work in accordance with the plans and specifications.
- b) To do and perform said work diligently as directed by the City until completion is evidenced by written acceptance.
- c) To complete said work within the time stated in the proposal.
- d) To furnish to the City within ten (10) calendar days following the award of the contract, a signed Contract along with a surety bond for the faithful performance of the Contract and also a labor-material bond, each in the sum of one hundred (100%) percent of the Contract price.
- e) To do and perform the work contemplated hereby and furnish all labor, material, appliances, equipment, tools, and pay all taxes therefore, in the amount and at the prices specified in the proposal form submitted by the Contractor, a conformed copy of which is attached to and made a part of the Contract.
- f) To procure and maintain Commercial General Liability, Automobile Liability, Workers' Compensation and coverage forms and endorsements, as specified in "Insurance Requirements – Section 5".
- g) That the obligation to procure and maintain the required insurance coverage is independent of the Contractor's obligation to defend, hold harmless and indemnify the City as specified in this Contract. The failure of the Contractor to procure and maintain the required liability insurance does not in any way negate the Contractor's obligations in this Contract.

- h) That in the event of loss due to any of the perils for which it has agreed to provide liability insurance coverage, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to the City, on behalf of any insurer providing liability coverage to either Contractor or City, a waiver of any right to subrogation which any such insurer of the Contractor may acquire against the City by virtue of the payment of any loss under such insurance.
- i) Wherever and whenever the word "City" is used in this Contract, it shall mean the "City of Ripon." This shall also apply to the Insurance Requirements for Contractors, as well as to the Proposal, Contract, Specifications and all required bonds. The address of the City is 259 North Wilma Avenue, Ripon, CA 95366.
- j) Prior to final acceptance of the project, the Contractor agrees to furnish a maintenance bond valid for one year from the time of project acceptance for an amount equal to 25% of the entire project cost.
- k) Prior to final acceptance of the project, the Contractor agrees to provide As-Built Drawings in both AutoCAD and PDF electronic formats, upon request by the City Engineer or their designee.
- l) To indemnify and hold harmless City, its officers, employees, agents and volunteers from and against all liability, loss, damage, expense, and cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage caused by the active negligence or willful misconduct of the City. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

2. The City agrees to pay the Contractor the Contract prices provided for herein in the following manner:

Progress payments will be made monthly for this contract. At the completion of all the work detailed on the plans and in the specifications for the above named project, the contractor shall submit a payment request for ninety five percent (95%) of the total value of the work. Thirty-five (35) days after the completion of the work and its acceptance by the City, including filing a Notice of Completion with the San Joaquin County Recorder's Office, the full amount due to the Contractor and then unpaid, less any previous payments and deductions provided for herein, if any there may be, shall be paid by the Owner to the Contractor.

3. It is further agreed by the parties that before each payment is made as provided above, receipts and releases of liens of all kinds for all labor and materials and all other indebtedness connected with the work shall be presented to the City by the Contractor upon the request of the City.

4. It is expressly understood and agreed that a waiver of any of the conditions or covenants of this Contract shall not be considered a waiver of any of the provisions hereof.
5. All provisions of the Occupational Safety and Health Administration Code (OSHA), and California Occupational Safety and Health Administration Code (CAL-OSHA), as they apply to this project, shall be followed.
6. It is mutually agreed and understood that the complete Contract shall consist of the following component documents, all of which are fully a part hereof as if herein set out in full, or if not attached, as if hereto attached:

Accepted Proposal	City of Ripon Standard Specifications
Contract	State of California Standard Specifications
Performance Bond	Any Published Addenda
Labor & Material Bond	Project Plans and Specifications

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, on the day and year first above written.

“CONTRACTOR”

[Click here to enter contractor name.](#)

“CITY”

CITY OF RIPON, a Municipal Corporation

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

By: \_\_\_\_\_  
\_\_\_\_\_  
[Click here to enter name., Mayor](#)  
\_\_\_\_\_

END OF CONTRACT

## Faithful Performance Bond

**KNOW ALL MEN BY THESE PRESENTS**, that we, \_\_\_\_\_, \_\_\_\_\_, (Contractor Name)

a  corporation  partnership  individual duly authorized by law to do business in the State of California ("Principal"), and \_\_\_\_\_, a corporation duly (Surety Company Name)

authorized to do surety business under the Laws of the State of California ("Surety"), are held and firmly bound unto the City of Ripon ("Obligee") in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

### THE CONDITION OF THE OBLIGATION IS SUCH THAT:

- a. Whereas, the Principal and Obligee have entered into an agreement for the project identified as: \_\_\_\_\_, which was dated \_\_\_\_\_, (Project Name) \_\_\_\_\_, 20\_\_\_\_, ("Contract"), hereby referred to and made a part hereof; and
- b. Whereas, under the terms of the Contract and prior to commencing any work under the Contract, Principal is required to furnish a bond for the faithful performance of Contract.

**NOW, THEREFORE**, the condition of this obligation is such that if the above bounded 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 the covenants, conditions and provisions in the Contract and any changes, additions, or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the sum specified therefor, shall also include costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

*(Signatures are on the following page.)*

IN WITNESS WHEREOF, This Bond is entered into and effective on  
\_\_\_\_\_, 20\_\_\_\_\_.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SURETY:

\_\_\_\_\_  
Business Name  
s/ \_\_\_\_\_  
\_\_\_\_\_

Name/Title

(Notary Acknowledgment with Notary Seal for Surety and Surety's Power  
of Attorney must be attached)

PRINCIPAL:

\_\_\_\_\_  
Business Name  
s/ \_\_\_\_\_  
\_\_\_\_\_

Name/Title

END OF FAITHFUL PERFORMANCE BOND

## **Labor and Materials Bond**

**KNOW ALL MEN BY THESE PRESENTS**, that we, \_\_\_\_\_, \_\_\_\_\_, (Contractor Name)

a  corporation  partnership  individual duly authorized by law to do business in the State of California ("Principal"), and \_\_\_\_\_, a corporation duly (Surety Company Name)

authorized to do surety business under the Laws of the State of California ("Surety"), are held and firmly bound unto the City of Ripon ("Obligee") in the penal sum of Dollars (\$ \_\_\_\_\_)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

### **THE CONDITION OF THE OBLIGATION IS SUCH THAT:**

- a. Whereas, the Principal and Obligee have entered into an agreement for the project identified as: \_\_\_\_\_, which was dated \_\_\_\_\_, (Project Name) 20\_\_\_\_, ("Contract"), hereby referred to and made a part hereof; and
- b. Whereas, under the terms of the Contract and prior to commencing any work under the Contract, Principal is required to furnish a good and sufficient payment bond to the Obligee to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

**NOW, THEREFORE**, the Principal and the undersigned as corporate Surety, are held firmly bound unto the Obligee and all contractors' subcontractors, laborers, materialmen, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby

waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

**IN WITNESS WHEREOF,** This Bond is entered into and effective on  
\_\_\_\_\_, 20\_\_\_\_\_.

**SURETY:**

Business Name

s/

Name/Title

(Notary Acknowledgment with Notary Seal for Surety and Surety's Power of Attorney must be attached)

**PRINCIPAL:**

Business Name

s/

Name/Title

END OF LABOR AND MATERIALS BOND

Contractor shall procure and maintain for the duration of the contract the required insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work of the Contractor, its agents, employees, representatives, and subcontractors. The cost of such insurance shall be included in the contractor's bid.

### **A. MINIMUM SCOPE OF INSURANCE**

#### **1. General Liability**

Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Contractor's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

#### **2. Auto Liability**

Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$2,000,000) per accident.

#### **3. Workers' Compensation**

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

### **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the City, its officers, public officials, employees and volunteers, or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

### **C. OTHER INSURANCE PROVISIONS**

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain the following provisions:

1. The City, its officers, public officials, employees and volunteers are to be covered

as insured's with respect to liability and defense arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

2. For any claims related to this project, the Contractor's liability insurance coverage shall be primary insurance as respects the City, its officers, public officials, employees and volunteers.
3. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
6. The Contractor agrees that any and all liability insurance coverages available to it as a named insured will be applicable to the City as an Additional Insured.
7. If other than ISO forms are used by the insurer(s) for the Contractor, each form used will require individual review and approval by the City of Ripon.

**D. ACCEPTABILITY OF COMMERCIAL INSURERS**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than "A-: VII."

**FOR CONSTRUCTION RISKS**

If this is a Proposal and Contract that involves a construction risk, in addition to the Insurance Requirements specified above, the Contractor shall procure and maintain Course of Construction (Builder's Risk) insurance covering all risks of loss with limits of liability of not less than the completed value of the project with no coinsurance penalty provisions. The Course of Construction insurance policies shall contain the following provisions:

1. The City shall be named as loss payee, and
2. The insurer shall waive all rights of subrogation against the City.

**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 insurance requirements stated herein.

**END OF INSURANCE REQUIREMENTS**

## **GENERAL CONDITIONS – Section 6**

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Please see the link below for the City of Ripon General Conditions.

<https://www.cityofripon.org/DocumentCenter/View/429/General-Conditions-PDF?bidId=>

END OF GENERAL CONDITIONS

The purpose of these Standards is to provide certain minimum requirements to be used in the design and drawing of plans for public improvements such as street work, sanitary sewers, water lines, and storm sewers. It makes reference to, and is to be used in conjunction with the latest Standard Specifications of the State of California (Caltrans). It is intended to serve as a guide in the preparation of contract drawings.

The following standards generally represent minimum values. The work “minimum” implies the lowest acceptable limit in design.

These standards intend to cover only normal situations encountered in design. It can be expected that many engineering problems will arise which will not be completely covered. Therefore, any items or situation not included shall be designed in accordance with accepted engineering practice, the Caltrans Standard Specifications, or as directed by the Ripon City Engineer.

The General Conditions stated herein are written as they shall apply for projects on which the City of Ripon is the Owner, although they may be utilized on other projects in which the City is not the Owner.

Please see the link below for the City of Ripon Standard Specifications and Standard Details.

<https://www.cityofripon.org/DocumentCenter/View/661/Standard-Specifications-and-Standard-Details-PDF>

END OF STANDARD SPECIFICATIONS

**TABLE OF CONTENTS**

<b>SECTION 1 – PRECEDENCE OF CONTRACT DOCUMENTS .....</b>	<b>45</b>
<b>SECTION 2 – DESCRIPTION OF WORK.....</b>	<b>45</b>
<b>SECTION 3 – CONTROL OF WORK.....</b>	<b>45</b>
<b>SECTION 4 – FURNISHING PLANS AND SPECIFICATIONS .....</b>	<b>45</b>
<b>SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITY .....</b>	<b>46</b>
<b>SECTION 6 – TIME OF COMPLETION AND LIQUIDATED DAMAGES .....</b>	<b>46</b>
<b>SECTION 7 – PRECONSTRUCTION CONFERENCE AND PROGRESS MEETINGS .....</b>	<b>47</b>
<b>SECTION 8 – PAY ITEMS .....</b>	<b>48</b>
<b>SECTION 9 – DESCRIPTION OF BID ITEMS .....</b>	<b>50</b>
<b>SECTION 10 – PROTECTION AND ADJUSTING OF EXISTING UTILITIES .....</b>	<b>50</b>
<b>SECTION 11 – CONSTRUCTION SURVEYING .....</b>	<b>52</b>
<b>SECTION 12 – TIMING OF CONSTRUCTION .....</b>	<b>52</b>
<b>SECTION 13 – COMPETENCY OF BIDDER.....</b>	<b>52</b>
<b>SECTION 14 – SCHEDULES .....</b>	<b>52</b>
<b>SECTION 15 – SUBMITTALS .....</b>	<b>53</b>
<b>SECTION 16 – PERMITS AND LICENSES .....</b>	<b>53</b>
<b>SECTION 17 – MOBILIZATION.....</b>	<b>53</b>
<b>SECTION 18 – DEMOLITION.....</b>	<b>54</b>
<b>SECTION 19 – EROSION AND SEDIMENT CONTROL .....</b>	<b>54</b>
<b>SECTION 20 – TRAFFIC CONTROL .....</b>	<b>57</b>
<b>SECTION 21 – CONCRETE.....</b>	<b>60</b>

## **SECTION 1 – PRECEDENCE OF CONTRACT DOCUMENTS**

These Special Provisions modify or supplement the City Standard Specifications. If there is a conflict between Contract Documents, the document highest in precedence shall control. The precedence shall be:

1. Permits from other agencies may be required by law
2. Agreement
3. Addenda
4. Special Provisions
5. Plans
6. City Standard Specifications
7. City Standard Plans
8. Reference Specifications
9. Information for Bidders
10. Notice Inviting Bids

Change Orders, Supplemental Agreements and approved revisions to Plans and Specifications will take precedence over Items 2 through 6 above. Detailed plans shall have precedence over general plans.

## **SECTION 2 – DESCRIPTION OF WORK**

The project includes installation of electric vehicle chargers at the City of Ripon's City Hall and Corporation Yard.

## **SECTION 3 – CONTROL OF WORK**

### Construction Control

The City reserves the right to make such alterations, deviations, additions to or omissions from the plans, specifications, including the right to increase or decrease the quantity of any item or portion of the work or to omit any item or portion of the work as may be deemed by the Engineer to be necessary or advisable.

Increases or decreases in the quantity of a contract item of work will be determined by comparing the actual pay quantity of such item of work with the bid quantities. The City reserves the right to order discontinuance of any equipment in use. This will be determined at the discretion of the Engineer on the basis that the use of said equipment would prohibit obtaining the best possible end result.

The Engineer for the above reasons may request additional operated equipment. Failure to comply with the Engineer's request concerning equipment use or removal will be deemed sufficient cause for shutting down all work until the requirements are met. Days lost for this type of shutdown will be charged as workable days.

## **SECTION 4 – FURNISHING PLANS AND SPECIFICATIONS**

Three sets of Improvement Plans, City of Ripon Standard Plans and Specifications will be furnished to the awarded Contractor without charge. Additional sets will be furnished on request at the cost of reproduction. The Contractor is responsible for obtaining a copy of any and all other reference Specifications.

## **SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITY**

### Prime Contractor Responsibility

The prime or general contractor shall perform with his own organization and with the assistance of workman under his own immediate supervision, work of a value of not less than thirty (30) percent of the total of all work embraced in the contract.

### Maintaining Public Convenience and Safety -

Attention is directed to Section 7-1.08, "Public Convenience," Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions. Adequate ingress and egress shall be maintained to the site for police, fire, and other emergency vehicles.

The contractor shall furnish and maintain in good working order all barricades and flashers, and provide flagmen as necessary to protect public and traffic.

The contractor shall furnish, install, and maintain all barricades and direction signs necessary to accomplish the above traffic restrictions. All safety devices, their maintenance, and use shall conform to the latest requirements of OSHA and shall conform to the applicable provisions of the California State Traffic Manual of Traffic Controls for Construction and Maintenance Work Zones (1992) and the "Manual on Uniform Traffic Control Devices (FHWA). It shall be the complete responsibility of the contractor to protect persons from injury and to avoid property damage. Adequate barricades, construction signs, flashers and other such safety devices, as required, shall be placed and maintained during the progress of the construction work until the project is completed. Whenever required, flagmen shall be provided to control traffic. The contractor shall provide for the proper routing of vehicles and pedestrian traffic in a manner that will hold congestion and delay of such traffic to a practicable minimum by furnishing, installing, and maintaining all necessary temporary signs, barricades and other devices and facilities as approved by the City Engineer. As the work progresses the contractor shall relocate such devices and facilities as necessary to maintain proper routing. Unless otherwise specified, upon conclusion of the need therefore, the contractor shall remove all temporary traffic routing devices and facilities from the site of the work.

### Cooperation with Utilities and Other Contractors

Attention is directed to Section 7-1.14, "Cooperation," Section 8-1.10 "Utility and Non-Highway Facilities," and Section 15, "Existing Highway Facilities," of the Standard Specifications.

The contractor shall notify the various utility companies after his construction schedule has been approved by the Engineer and at least twenty-four hours in advance of the date work is to begin. The contractor shall also keep the various utility companies posted of any changes in the construction schedule.

### Site Maintenance and Cleanup

The contractor shall conduct and cause all working forces at the site to maintain the site in a neat orderly manner throughout the construction operations. During construction, the contractor shall remove all rubbish and debris as it is generated. Upon completion of the work, the contractor shall remove all equipment, debris, and shall leave the site in a neat clean condition to the satisfaction of the Engineer.

## **SECTION 6 – TIME OF COMPLETION AND LIQUIDATED DAMAGES**

The Contractor shall begin work within fifteen (15) calendar days of the date of the "Notice to Proceed" and shall diligently prosecute all work to completion before the expiration of:

### **(30) WORKING DAYS**

after receiving the "Notice to Proceed" from the City. In case of failure on the part of the Contractor to complete all the work included in the Contract, the Contractor shall pay the City as liquidated damages in the sum of Five Hundred Dollars Dollars (\$500 ) for each calendar day beyond the period of time specified until substantial completion.

Additional Calendar Days for each alternate will be added to the contract if awarded, below is the total number calendar days the Contractor will receive for the base bid plus the alternates shown:

When the Contractor considers the entire work defined in the contract substantially complete, the Contractor shall certify in writing to the Engineer that the work is substantially complete and requests that Engineer grant substantial completion. Within five (5) days, the Engineer shall inspect the work to determine the status of completion. If the Engineer does not consider the work ready for its intended use, the Engineer will notify the Contractor in writing, giving his or her reasons. If the Engineer considers the work ready for its intended use, the Engineer will grant substantial completion. The Engineer will provide a list of items to be completed or corrected (punch list) before Final Acceptance and Final Payment.

#### **RAIN DAYS**

Rain days will be granted to the Contractor. Contractor is responsible to submit a letter to the Engineer documenting any rain days from the previous week that did not allow Work to be done. If the Engineer does not agree with the rain day requested in the letter, the City has two weeks to respond from the date the letter is received.

Request for rain days submitted to the Engineer after 2 weeks of the requested rain day will not be reviewed.

A summary of the rain days and revised calendar days shall be tracked by the Contractor and submitted with the monthly invoice for the project.

### **SECTION 7 – PRECONSTRUCTION CONFERENCE AND PROGRESS MEETINGS**

Subsequent to the execution of the project contract, the City shall designate a date and time for a pre-construction conference. The Contractor shall, at the pre-construction conference or ten (10) calendar days after the date of the Notice to Proceed, whichever occurs first, present the following:

1. A project construction baseline schedule
2. Anticipated cash flow projection
3. Proposed substitute ("or-Equal") submittals
4. List of all permits and licenses the Contractor shall obtain
5. List of all submittals to be submitted as part of Work

Progress meetings will be conducted throughout the duration of the Contract. The purpose of these meetings is to inform, discuss, and resolve issues related to the work. The Contractor and necessary sub-contractors shall attend. Topics discussed include, but are not limited to, progress,

schedules, safety, SWPPP, Requests for Information, Change Orders, Field Instructions, field coordination, submittals, quality control, and other topics related to the work.

## **SECTION 8 – PAY ITEMS**

### Requirement

No separate payment will be made for incidentals or any items delineated on the plans or called for in the Specifications to be supplied and installed which are not specifically listed as bid items.

### References

California Public Contract Code

Code of Civil Procedures

Government Code

### Measurement of Quantities

- A. Measure quantities in accordance with standard industry practice, and as specified herein. The City will verify measurements. Except for time, measure quantities to the nearest whole number of units. Round down fractional units less than one-half; round up units one-half or greater. Measure time to the nearest tenth of an hour.
- B. Measurement by Weight: For packaged goods identifying the weight on the package, the printed weight may be used. Use theoretical handbook weights for steel. For bulk goods, and for package goods without printed weight, determine the weight using approved scales. Measurements shall be in accordance with U.S. Standard Measures. A pound is an avoirdupois pound. A ton is 2,000 pounds avoirdupois.
- C. Linear Measurement: Measure by the linear dimension listed or indicated in the Bidding Sheet at the centerline of the item in place unless otherwise specified. Lineal feet of pipeline shall be measured along the horizontal projection of pipeline centerline, as described by stationing. True lengths of the pipe will be longer in the field where the pipe goes uphill or downhill reflecting slope length.
- D. Time Measurement: Measure to the nearest 1/10 unit of time for bid items measured by time, unless otherwise specified. Time shall measure the elapsed duration of all work operations, except as otherwise specified, and required to be performed.
- E. Liquid Measurement: The unit of liquid measure is the U.S. gallon, unless otherwise identified.
- F. Lump-Sum Measurement:
  1. Except as otherwise specified, measurement shall be for the entire item, unit of work, structure, or combination thereof, as listed on the Bidding Form.
  2. Progress payments for lump sum items will be made in accordance with a well-balanced, detailed apportionment of the lump sum, prepared by the Contractor and favorably reviewed by the City. The apportionment for each lump sum item shall show measurable quantities and unit prices allocated to the different features of the work and major subdivisions thereof. The summation of extensions of quantities and unit prices and related costs shall equal the amount of the lump sum bid for the item on the Bidding Form.

G. Allowance Measurements: Measurements of allowance-based items shall be on the basis of allowable documented costs, as specified herein, for labor, equipment, materials and services, and subcontracts as submitted by the Contractor in the form of time-cards, and invoices.

Field Measurements

A. Compute quantities for work performed for payment purposes and submit to the City for favorable review. Computations for square-foot calculations shall be provided to the City upon request. Assist the City in the taking of measurements by providing, at no additional cost to the City, equipment, workers, and survey crews as required to verify quantities in accordance with the provisions for measurement specified herein and elsewhere in the Contract.

B. Unless otherwise specified, quantities shall be calculated using dimensions indicated on the drawings with no allowance made for specified tolerances.

Rejected, Excess and Wasted Material

A. The following quantities will not be included for payment:

1. Quantities of material wasted or disposed of in a manner not called for under the Contract or as a consequence of the construction method used to perform the work.
2. Rejected loads of material, including material rejected after it has been placed by reasons of the failure of the Contractor to comply with the provisions of the Contract.
3. Material not unloaded from the transporting vehicle.
4. Material placed outside the lines indicated on the Drawings or established by the Engineer.
5. Material not incorporated into the final Work.
6. Material remaining on hand after completion of the Work.

B. No payment will be made for loading, hauling, and disposing of rejected material.

Measurement and Payment

A. General: Work described in these Contract Documents, or under any Bid Item, allowance, or alternate, shall include all labor, materials, equipment, taxes, transport, handling, storage, supervision, administration, and all other items necessary for the satisfactory completion of Work, whether or not expressly specified or indicated, complete as specified as shown.

B. Payment for all Work required for completion of the Project in accordance with the requirements of the Contract Documents shall be included in the Total Bid Price and in the Bid Items below, whether or not the item of Work is specifically mentioned in the Bid Item descriptions. There shall be no additional payment to the Contractor beyond the total Bid Price for work required to complete the project in accordance with the Contract Documents.

C. No adjustment of compensation will be made to the unit price listed for any of these bid items due to any increase or decrease in the quantities, regardless of the reason for the increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to any of these bid items.

#### Schedule of Values

A. The Contractor shall submit for approval by the Engineer a schedule of values detailing the cost breakdown of the bid items. The Schedule shall include a breakdown of the work to be performed by each contractor or subcontractor and each specification division of work. The Contractor shall determine the quantities of the items required to complete the Work. Such quantities and their values (including labor, equipment and materials) shall be included in the cost break-down submitted to the Engineer for approval. The sum of the quantity of units times the unit price shall equal the contract quantities and values used in the cost break-down submitted for approval. Unbalancing of the unit prices will not be allowed.

B. Overhead, profit, temporary construction facilities, and other such items shall be included in each individual unit listed in the cost break-down.

C. No adjustment of compensation will be made in the contract lump sum prices paid for various work items due to any differences between quantities shown in the cost breakdown furnished by the Contractor and the quantities required to complete the Work as shown on the Plans and as specified in these Special Provisions. Payment for lump sum items of work shall be made in accordance with Section 6.00 of the City of Ripon General Conditions and Standard Specifications. Contractor shall submit to the Engineer, at the preconstruction conference, a detailed schedule in triplicate to be used only as a basis for determining progress payments on lump sum work.

D. The cost break-down shall be submitted to the Engineer within ten days after the Notice to Proceed. The cost break-down shall be approved by the Engineer, in writing, before any partial payments for the items of work will be made.

E. The approved cost break-down will be used to determine partial payments during the progress of the work and as the basis of calculating the adjustment of compensation for the item(s) of work due to the changes ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost break-down, the adjustment in the compensation will be determined based on the bid item unit price or the approved cost break-down. The provisions of Section 4-1.03B, "Increased or Decreased Quantities" of the Standard Specifications shall not apply.

## **SECTION 9 – DESCRIPTION OF BID ITEMS**

The project includes the following bid items:

1. Mobilization – See Section 17.
2. Level 2 Dual Port EV Charger – All work required to purchase, install, and connect the Level 2 dual-port EV chargers as shown on the Plans. This includes site preparation, electrical connections, and testing to ensure full functionality.

## **SECTION 10 – PROTECTION AND ADJUSTING OF EXISTING UTILITIES**

The contractor's attention is directed to Section 15 of the Standard specifications and these Special Provisions. The contractor shall protect all existing facilities from damage. The Contractor is required to take due precautionary measures to protect the utilities or structures as shown and any other utilities or structures found inside or outside of the City of Ripon Right of Way. Contractor shall be responsible to protect existing storm drain inlets, keeping them free from any construction material. It shall be the Contractor's responsibility to notify the Owner of the utilities or structures concerned before starting work.

All underground utilities or structures reported by the Owner or others and those shown on the records examined are indicated on the drawings with their approximate location and extent.

The Contractor agrees to assume liability and to hold Owner and Engineer harmless from any damages resulting from the existence of underground utilities and structures inside or outside of the City Right of Way; not indicated on the public records examined; or located at variance with that reported or shown on records examined.

The Contractor shall contact USA at least 48 hours in advance of starting any work for the location of existing underground facilities. The Contractor shall be responsible for coordinating with the utility companies in the event of any damages and required repairs to their facilities. All costs for such repair shall be borne by the Contractor.

**ALL TEMPORARY USA MARKINGS ARE TO BE REMOVED BY THE CONTRACTOR PRIOR TO FINAL ACCEPTANCE OF THE PROJECT.**

Contractor shall conform to the requirements of Section 8771 of the Business and Professions Code and reiterated in Section 732.5, 1492.5 and 1810.5 of the California Streets and Highway Code. Prior to existing monument being disturbed, damaged or destroyed by the Contractor, the exact location of the existing monument point shall be referenced. Reference points shall be set in locations that will not be disturbed by the Contractor's work and shall be protected from damage. The reference points shall be physically set and measured in locations within a distance to allow others to manually relocate the monument point without devious surveys. A Corner Record Form or Record of Survey Map of the references shall be filed with the County Surveyor in compliance with Section 8771 of the Land Surveyors Act. During construction sufficient controlling monuments shall be retained or replaced in their original positions to enable property, right-of-way and easement lines, property corners and subdivision and tract boundaries to be reestablished without devious surveys necessarily originating on monuments differing from those that currently control the area.

After construction all monuments shall be reset in the surface of the new construction, a suitable monument box placed thereon, or permanent witness monuments set to perpetuate their location and a Corner Record Form or Record of Survey Map filed with the County Surveyor prior to the recording of a certificate of completion for the project.

The existing monuments shall include, but are not limited to, City right-of-way monuments, City centerline monuments, Public Land monuments, private parcel monuments, City or Irrigation District vertical control monuments and National Geodetic control monuments within the bounds of construction.

#### MEASUREMENT AND PAYMENT

The lump sum cost of protecting and adjusting the existing utility covers shall include protecting each utility from damage during construction and full compensation for all materials, labor, equipment and incidentals required to set the existing utility covers to the finished location/elevation within the project limits in accordance to the Plans and Specifications.

### **SECTION 11 – CONSTRUCTION SURVEYING**

Construction Staking will be the responsibility of the Contractor. Construction Staking shall be considered incidental to bid item prices. A licensed land surveyor shall do all staking and shall verify limits of the property.

### **SECTION 12 – TIMING OF CONSTRUCTION**

The time of construction activities shall be limited between 7:00 a.m. to 6:00 p.m. No work shall be done on the weekends, holidays and before or after these specified hours unless approved by the City Engineer. No mechanical equipment, including hauling by trucks, shall start before 7:45 a.m. and must shut down before 5:45 p.m. See Section 6 “Legal Relations and Responsibility” for more details.

### **SECTION 13 – COMPETENCY OF BIDDER**

The bidder shall possess a General Engineering Class A license 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, and shall be skilled and regularly engaged in the construction of roadways and utilities. The City of Ripon reserves the right to ask potential bidding contractors for references on previously completed projects of similar scope to help determine the qualifications of the potential bidding contractor. If the qualifications of a bidding contractor are reviewed by the City and the bidding contractor is deemed unqualified to perform the work within these contract documents, the contractor is then considered disqualified and the bid will be rejected.

### **SECTION 14 – SCHEDULES**

The Contractor shall submit a schedule in accordance with these Special Provisions, which illustrates the Contractor’s plans for carrying out the work. The City Engineer will review the schedule, and any updates or revisions, for conformance to the Contract. City Engineer’s review of the schedule, updates, or revisions does not relieve the Contractor of responsibility for the feasibility of the schedule or requirements for accomplishments of milestones and completion within Contract Time, nor does the City Engineer’s review warrant or acknowledge the reasonableness of the schedule’s logic, durations, labor estimates, or equipment productivity. The payment for the schedules shall be incidental to and included in the various bid items and no additional payment will be made.

#### **14-01 PROGRESS SCHEDULE**

A bar chart or similar form of progress schedule will be required. Unless otherwise agreed to by the City Engineer, the latest version of MS Project shall be used. The Contractor shall submit three (3) copies, plus an electronic copy, of a complete baseline schedule at the preconstruction conference as required in these Special Provisions. The baseline schedule shall show all major portions of the work, the estimated dates on which the Contractor shall start each portion of the work, and the contemplated dates for completing each portion of the work or the approximate percentage of the work or portions of the work

scheduled for completion at any time.

Unless agreed to by the City Engineer, the progress schedule shall be updated and submitted to the City Engineer with each progress payment request or when requested by the City Engineer. All schedule updates or revisions shall show the effects of any occurrence upon which the Contractor will base a notice of change order and shall expressly call the City Engineer's attention to those effects.

The schedule shall show calendar days and all completion milestones.

#### 14-02 THREE WEEK ROLLING SCHEDULE

A three-week rolling schedule shall be provided by the Contractor at each progress meeting. The schedule shall provide an accurate representation of the work planned for the current week and subsequent two (2) weeks.

### SECTION 15 – SUBMITTALS

Submittals are required for all permanent materials and as required in contract documents. The Contractor will submit all documentation for submittals in PDF format electronically via email to the City of Ripon project manager. Physical samples are required when necessary and shall be submitted to the project manager at City Hall. Identify material submitted which differs from drawings and specifications on cover sheet of submittal. No material shall be installed or used prior to an approved submittal.

Wherever called for in the Contract Documents or where required by the Engineer, the Contractor shall furnish to the Engineer for review, three hard copies of each submittal and shop drawings. Whenever the Contractor is required to submit design calculations as part of a submittal, such calculations shall bear the signature and seal of an Engineer registered in the appropriate branch and in the State of California.

The Engineer shall return comments within 30 calendar days following receipt by the Engineer. If the submittal is returned to the Contractor marked:

**“A – No Exceptions Taken”**, formal revision and resubmission shall not be required.

**“B – Make Corrections Noted”**, Contractor shall make corrections on the submittal, but formal revision and resubmission shall not be required and the Contractor can proceed with the Work.

**“C – Amend-Resubmit”**, Contractor shall revise the submittal and resubmit. Contractor shall not proceed with the Work, unless approved in writing by the Engineer.

**“D – Rejected-Resubmit”**, Contractor shall prepare a new submittal and resubmit and shall not proceed with the work.

### SECTION 16 – PERMITS AND LICENSES

No encroachment permits have been obtained for the Contractor to encroach in areas outside the City's public right-of-way. The Contractor is responsible to obtain any necessary permits not obtained by the City.

### SECTION 17 – MOBILIZATION

### 17.1 GENERAL

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications and these Special Provisions. Mobilization shall include the obtaining of all permits, moving onto the site of all equipment, temporary buildings, if needed, and other construction facilities as required for the proper performance and completion of the work.

Mobilization shall include but not be limited to the following principal items:

1. Signed Contract by the City and the Contractor.
2. Completion of all tasks and submittal of all documents (bonds, insurance, schedule, etc.) required as conditions of issuing the Notice to Proceed.
3. Moving onto the site of all Contractor's equipment required for operations.
4. Installing temporary construction water supply, power, wiring and lighting facilities, as required.
5. Providing field office trailers if needed by the Contractor.
6. Providing all on-site communication facilities, including telephones and radio pagers.
7. Obtaining all required permits.
8. Having all OSHA required notices and establishment of safety programs.
9. Attendance at Pre-Construction Conference of Contractor's principal construction personnel.
10. Physical verification (potholing) of existing utilities.
11. Beginning work on the project or at the subject site as applicable.

### 17.2 MEASUREMENT AND PAYMENT

The lump sum bid price paid for mobilization shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals in doing all work involved in mobilizing as specified in the plans, specifications and these special provisions.

## **SECTION 18 – DEMOLITION**

### 19.1 GENERAL

The demolition item shall include the removal and disposal of the existing A.C., A.B., all cold patch material, and dirt material at each location shown for pavement repair, crack repair, and various other areas that will be noted upon initial preconstruction meeting. This shall also include all necessary saw cutting for the entire project.

### 19.2 MEASUREMENT AND PAYMENT

The square foot bid price for demolition shall include full compensation for all material, labor, equipment and incidentals required to remove and dispose of all material or equipment in accordance with the plans and specifications.

## **SECTION 19 – EROSION AND SEDIMENT CONTROL**

### 34-1 GENERAL

The purpose of these guidelines is to provide guidance for planning, designing, constructing, and maintaining Erosion Sediment Control (ESCP) measures. All measures are based on the Best Management Practices (BMP) outlined and detailed in the California Stormwater BMP Handbooks, written and distributed by the California Stormwater Quality Association (CASQA). For a complete listing and explanation of all the possible BMPs to be used for storm water pollution prevention, refer to the BMP Handbook (January 2003). All existing storm drain catch basins

within the project limits shall be protected with inlet protection. All equipment/material storage areas shall have stabilized construction entrances in place at all locations.

The Contractor shall maintain at all times all BMPs, especially before and after storm events. All City roadways shall be cleaned thoroughly after work ceases at the end of each workday. Streets shall be swept with a vacuum sweeper only. No brush sweepers or washing of the roads will be allowed. The City will issue Notice of Violations to the Contractor for all non-storm water discharges into the City storm drain system.

The Contractor shall submit an erosion sediment control plan to the City's Engineering Department as part of this project.

## **34-2 INLET PROTECTION**

**34-2a Gravel Bag Barriers:** The gravel bag barrier is located in the gutter pan as shown in the standard details. Sediment filter bag inserts shall accompany the gravel bag barrier at curb inlets. In areas of high clay and silts, use filter fabric and gravel as additional filter media. Gravel bags should be used due to their high permeability. The barriers should be constructed per the standard detail and as follows:

1. Use sand bag made of geotextile fabric (not burlap) and fill with  $\frac{3}{4}$ " rock or  $\frac{1}{4}$ " pea gravel.
2. Construct on gently sloping street.
3. Leave room upstream of barrier for water to pond and sediment to settle.
4. Place several layers of sand bags – overlapping the bags and packing them tightly together.
5. Leave gap of one bag on the top row to serve as a spillway. Flow from a severe storm (e.g. 10 year storm) should not overlap the curb.

### Materials:

Bag Material: Bags should be woven polypropylene, polyethylene or polyamide fabric or burlap; minimum unit weight of 4 ounces/yd<sup>2</sup>, Mullen burst strength exceeding 300 lb/in<sup>2</sup> in conformance with the requirements in ASTM designation D3786, and ultraviolet stability exceeding 70% in conformance with the requirements in ASTM designation D4355.

Bag Size: Each gravel-filled bag should have a length of 18 inches, width of 12 inches, thickness of 3 inches, and mass of approximately 33 lbs. Bag dimensions are nominal, and may vary based on locally available material.

Fill Material: Fill material should be 0.5 to 1 inch Class 2 aggregate base, clean and free from clay, organic matter, and other deleterious material, or other suitable open graded, non-cohesive, porous gravel.

### FIBER ROLLS

A fiber roll consists of straw, flax, or other similar materials bound into a tight tubular roll. Fiber rolls shall be placed at the back of curbs/sidewalks in subdivisions, and at the toe and face of slopes to intercept runoff and reduce flow velocity. Fiber rolls shall also be used as check dams in unlined ditches to prevent sediment from entering the storm drain system.

**Fiber Roll Materials:** Fiber rolls should be either prefabricated rolls or rolled tubes of erosion control blanket.

**Assembly of Field Rolled Fiber Rolls:** Roll length of erosion control blanket into a tube of minimum 8 inches in diameter. Bind roll at each end and every 4 ft. along length of roll with jute-type twine.

**Installation:** Fiber rolls shall be staked into a 2" to 4" deep trench with a width equal to the diameter of the fiber roll.

1. Drive stakes at the ends of each fiber roll and spaced 4 ft maximum on center.
2. Use wood stakes with a nominal classification of  $\frac{3}{4}$ " by  $\frac{3}{4}$ " and minimum length of 24".

If more than one fiber roll is placed in a row, the rolls should be overlapped, not abutted. For fiber rolls being placed on a slope, locate rolls on level contours spaced as follows:

1. Slope inclination of 4:1 (H:V) or flatter: Fiber rolls should be placed at a maximum interval of 20 feet.
2. Slope inclination between 4:1 and 2:1 (H:V): Fiber rolls should be placed at a maximum interval of 15 feet. (a closer spacing is more effective)
3. Slope inclination 2:1 (H:V) or greater: Fiber rolls should be placed at a maximum interval of 10 feet. (a closer spacing is more effective)

The ends of the fiber roll shall be turned up slope to prevent runoff from going around the roll.

#### STABILIZED CONSTRUCTION ENTRANCE/EXIT

A stabilized construction access is defined by a point of entrance / exit to a construction site that is stabilized to reduce the tracking of mud and dirt onto public roads by construction vehicles. Where traffic will be entering or leaving the construction site, a stabilized construction entrance shall be used. The entrance shall be constructed of a pad of aggregate underlain with filter cloth located at any point where traffic will be entering or leaving the site to or from a public right of way, street, alley, sidewalk, or parking area.

**Design and Layout:** The stabilized entrance shall be constructed on level ground where possible. It should be constructed with 3" to 6" diameter crushed stones at a minimum depth of 12" or as recommended by the soils engineer. The length of the entrance / exit shall be 50 ft minimum and 30 ft minimum width. Always limit the points of entrance / exit to the construction site and require that all employees, subcontractors, and suppliers utilize the stabilized construction access.

#### CONCRETE WASHOUTS

A concrete washout shall be used to prevent and reduce the discharge of pollutants to storm water from concrete waste. An area onsite shall be designated for performing washout activities.

**Onsite Temporary Concrete Washout Facility:** Temporary concrete washout facilities shall be located a minimum of 50 feet from storm drain inlets, open drainage facilities, and watercourses. Each facility should be located away from construction traffic or access areas to prevent disturbance or tracking.

A sign should be installed adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities.

Temporary concrete washout facilities should be constructed above grade or below grade at the option of the Contractor. Temporary concrete washout facilities should be constructed and maintained in sufficient quantity and size to contain all liquid and concrete waste generated by washout operations.

Once concrete wastes are washed into the designated area and allowed to harden, the concrete should be broken up, removed, and disposed of. Dispose of hardened concrete on a regular basis. Holes or depressions or other ground disturbances caused by the removal of the temporary concrete washout facilities should be backfilled and repaired.

Temporary concrete washout facilities (Type Above Grade & Type Below Grade) should be constructed as shown on the details in the standard specifications or in the CASQA BMP Handbook.

#### STREET SWEEPING AND VACUUMING

Street sweeping and vacuuming shall be performed on a daily basis where construction traffic is accessing the public right of way. Visible sediment tracking should be swept or vacuumed on a daily basis. Kick brooms or sweeper attachments are not allowed. All sweepers must have a vacuum system.

#### PORTA POTTY LOCATIONS

**Storage and Disposal Procedures:** Temporary sanitary facilities should be located away from drainage facilities, watercourses, and from traffic circulation. Sanitary facilities shall be located a minimum of 50 feet from any drainage inlet, manhole, swale, or basin. When subjected to high winds or risk of high winds, temporary sanitary facilities should be secured to prevent overturning. No wastewater shall be discharged or buried within the project site. Sanitary and septic facilities should be maintained in good working order by a licensed service. Regular waste collection by a licensed hauler should be arranged before facilities overflow.

#### MEASUREMENT AND PAYMENT

This item is considered incidental and the price for the work shall be included in other bid items.

### **SECTION 20 – TRAFFIC CONTROL**

**GENERAL:** The work consists of furnishing all labor, materials, equipment, tools and incidentals and performing all operations in connection with the following: the installation, maintenance and removal of construction area signs; public vehicular and pedestrian traffic control; construction traffic control; advance public notification; and all work necessary within the limits of the project to provide for proper traffic control. Traffic shall be maintained at all times during project

construction in accordance with the Caltrans Standard Plans (2010), the Standard Specifications, Part VI of the "Manual on Uniform Traffic Control Devices," and Caltrans' "Manual of Traffic Controls for Construction and Maintenance Work Zones."

The Contractor must provide sufficient traffic control, barricades and flaggers to conduct the work in a safe manner, as determined by the City Engineer.

Any damage to vehicles or private property shall be the responsibility of the Contractor.

**PUBLIC ACCESS:** Contractor is responsible to provide safe access to facilities being used. Contractor shall also secure construction areas, as necessary. Access for vehicle travel lanes must maintain a minimum of twelve (12) feet at all times for all directions of traffic.

During all phases of work, public traffic shall be permitted to pass through the Contractors operations at all times with as little inconvenience as possible. The Contractor shall maintain at least two twelve-foot traffic lanes at all times.

All areas open to the public shall be kept free of loose materials. Driveway approaches and connections shall be crossed in such a manner that there will be as little interference to public traffic as possible. Driveways and intersections must be blotted to allow immediate traffic flow.

All vehicles involved with the Contractors operations shall turn around only at public street intersections. Driveways, driveway approaches, and other private property shall not be used without prior written consent of the involved property owner, a dated copy of which shall be delivered to the Engineer prior to the use thereof.

**TRAFFIC CONTROL SUBMITTAL AND REQUIREMENTS:** The Contractor is to submit all traffic control plans to the Engineer 14 days prior to construction so that the Engineer has time to review them and request changes. All traffic control must comply with Caltrans specifications. No construction will begin before the traffic control plans have been accepted by the Engineer. The Contractor and all subcontractors shall submit for approval during the pre-construction meeting, the name and qualifications of the individual responsible for traffic control on the job site. This individual shall be responsible for traffic control during operations.

#### A. NO PARKING SIGNS

Temporary NO PARKING signs shall be provided by the Contractor. Prior to the start of work which requires parking restriction, the Contractor shall request approval to post and maintain temporary NO PARKING signs on each street where the operations will take place. It shall be the Contractor's responsibility to post "No Parking" signs in areas where the Contractor's work will require restricted parking. To be enforceable **the signs must be posted not less than 48 hours prior to the start of work**. The signs must clearly show the date(s) and hours of the parking prohibition. The date and time the signs were posted must also be visible on the sign. The Contractor must also attach appropriate "Advance Public Notification" notices to each NO PARKING sign. The Contractor shall remove these signs immediately when they are no longer needed for use in the respective area of the project. The Contractor shall notify the City of Ripon directly after posting and immediately upon removal of the signs.

Towing of cars, if necessary, shall be done at the Contractor's expense with a member of the Ripon Police Department present.

#### **B. ADVANCE PUBLIC NOTIFICATION**

Two weeks prior to beginning the asphalt overlay, slurry seal, or chip seal in an area, the Contractor shall deliver a written notice to all adjacent residents and businesses, tenants and other applicable parties listed below. Notices shall be given for general construction activity in an area as well as specific activities which will, in any way, inconvenience the resident/property owner/tenant or affect their operations or access to their property. Copies of notices shall also be posted on the NO PARKING signs.

Notices shall include the following: a general description of the proposed work, problems associated with the staining of material, the date that a particular street is to receive this treatment and a list of other streets included for that day, expected traffic delays, no parking requirements on the street and the possibility of towed cars, and the name, address and phone number of the Contractor's superintendent and the Engineer.

All notifications in letter form and signs to be provided by the Contractor shall be approved by the Engineer before they are delivered and installed by the Contractor.

The Engineer will coordinate project with the following parties:

- City of Ripon Public Works Department (garbage & yard waste)
- U.S. Postal Service
- City of Ripon Police Department
- Ripon Consolidated Fire District
- Ripon Unified School District - RUSD (School Dist.)

The Contractor shall participate in this coordination as required by the Engineer.

#### **C. GARBAGE AND YARD WASTE PICKUP**

The Contractor shall not impair or impede garbage and yard waste pick-up operations scheduled to be conducted within the project area. It is the Contractor's responsibility to determine when the garbage and yard waste trucks are scheduled to operate within the project area and to develop a project schedule that will not impair these operations.

The Contractor shall inform all residents not to leave yard waste on the street until the scheduled pick-up day. If the yard waste is left on the streets, it shall be the Contractor's responsibility to remove or arrange for proper removal of the items at no additional cost to the City. Likewise, if the waste hauler or recycling operations must return for pick-up due to Contractor activity, any additional charges shall be the responsibility of the Contractor.

#### **D. PROPERTY ACCESS REQUIREMENTS**

**Contractor shall maintain property access to all residence and businesses at all times** unless otherwise approved by the Engineer. Upon approval by the Engineer, access to certain

properties may be temporarily closed if all of the following conditions can be met:

- 1) No options exist to maintain property access and complete the project.
- 2) Contractor has discussed the closure with the property owner in person.
- 3) Property owners have been notified in writing at least eight (8) calendar days in advance of the time and length of closure.
- 4) Property owners have been reminded of the closure in writing at least two (2) working days prior to the actual closure.
- 5) Contractor has provided property owner with a contractor name and number to call with questions regarding the closure.

## **E. MEASUREMENT AND PAYMENT**

The lump sum price paid for traffic controls shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals in doing all work involved in traffic control as specified in the plans, specifications, Special Provisions, Section 37-1.03 of the Caltrans Standard Specifications, and as directed by the Engineer.

## **SECTION 21 – CONCRETE**

### **21-1 GENERAL**

**Concrete and Aggregate:** All concrete to be Class B Portland Cement Concrete with three-quarters (3/4) inch maximum combined aggregate grading produced and mixed in accordance with Section 90, State of California Department of Transportation Standard Specifications in no case shall the slump exceed (3) inches when measured by the standard ASTM method C143-58. Concrete shall contain approximately 470 pounds of portland cement per cubic yard and a minimum ultimate compressive strength at 28 days of 3,000 psi. Concrete aggregate shall conform to ASTM C33. All aggregate shall be well graded with a maximum size of 3/4". Aggregate shall be in conformance with Section 90, State of California Department of Transportation Standard Specifications.

**Water:** Water shall be free from deleterious amounts of acids, alkalis, and organic materials.

**Reinforcing steel:** Reinforcing steel, where required, shall be deformed bars conforming to ASTM Designation A15 to A305. Reinforcing bars to be welded shall be ASTM 706, Grade 40 for No. 3 bars, Grade 60 for No. 4 bars and larger. Wire reinforcement shall conform to ASTM Designation A82. All reinforcement to comply with Section 52, State of California Department of Transportation Standard Specifications.

**Placing of reinforcement:** Reinforcing steel shall be placed in accordance with the drawings and the applicable requirements of Section 52, State of California Department of Transportation Standard Specifications. Install reinforcement accurately and secure against movement, particularly under the weight of workmen and the placement of concrete.

**Reinforcing supports:** Bars and welded wire fabric layers shall be supported on precast

concrete blocks wire tied to reinforcement and accurately placed. Spacing of blocks and accessories shall conform to CRSI Recommended Practice for Placing Bar Supports. No wood will be permitted inside forms.

**Testing and Inspection of Reinforcement:** No concrete shall be placed until the Contractor has installed all reinforcing steel and approved by the City Engineer.

**Concrete Placement:**

If concrete is to be placed in lifts, all contact surfaces for subsequent lifts shall be sandblasted to ensure adequate adherence of fresh concrete to cured concrete.

**Excavations and Formwork:**

Excavations shall be kept free from water while concrete is being placed, cured, and finished. Fresh concrete shall be protected at all times from running water.

The order of placing concrete in all parts of the work shall be acceptable to the City Engineer. In order to minimize the effects of shrinkage, the concrete shall be placed in units as bounded by construction joints shown. The placing of units shall be done by placing alternate units in a manner such that each unit placed shall have cured at least five days before a contiguous unit is placed.

Before placing concrete, all formwork shall be cleaned of dirt and construction debris. No concrete shall be placed before the forms and all work that is to be embedded has been set and observed by the City Engineer. Mixed concrete, after being deposited, shall be consolidated until all voids are filled and free mortar appears on the surface. The concrete shall be placed as nearly as possible in its final position and the use of vibrators for extensive shifting of the mass of fresh concrete will not be permitted. Except for concrete used in cast-in-place piles, fresh concrete shall not be permitted to fall from a height greater than 4 feet without the use of adjustable length pipes, tubes, or double belting placed to prevent segregation of the concrete. In vertical sections, concrete shall be deposited continuously in horizontal layers of 24 inches maximum depth so as to maintain a horizontal plastic surface until the completion of the unit. No concrete shall be deposited on concrete, which has hardened sufficiently to cause the formation of seams and planes of weakness within the section.

Concrete shall not be mixed or placed while the atmospheric temperature surrounding the work is at or below 35 degrees Fahrenheit nor when there is indication that the temperature may drop below 35 degrees Fahrenheit within 24 hours.

In all slabs, concrete shall be deposited in a continuous or monolithic operation to the full thickness of the slab. Each batch shall be dumped against previously placed concrete and not away from it, and shall not be dumped in separate piles and then worked together.

**Concrete Vibrating:**

All concrete shall be consolidated by means of high frequency internal vibrators within 15 minutes after it is deposited in the forms. The vibrators shall not be attached to or held against the forms or the reinforcing steel. The vibrating shall be done with care and in such a manner that displacement of reinforcement, ducts, and embedded items is avoided.

All concrete shall be consolidated by vibration so that the concrete is thoroughly worked

around the reinforcement, around embedded items, and into corners of forms, eliminating all air or stone pockets which may cause honeycombing, pitting, or planes of weakness. Internal vibrators used shall be the largest size and most powerful that can be properly used in the work and be operated by competent workmen. Use of vibrators to transport concrete within forms shall not be allowed. The vibrator shall be inserted vertically at uniform spacing over the entire area of the placement. The distance between insertions shall generally be about 1-1/2 times the radius of action, or such that the area visibly affected by the vibrator overlaps the adjacent just-vibrated area by a few inches. In slabs, the vibrator shall be sloped toward the horizontal as necessary to operate in a fully embedded position.

The vibrator shall penetrate rapidly to the bottom of the layer, and at least 6 in. into the preceding layer if there is such. At each insertion, the vibrator shall be held stationary for a time sufficient to consolidate the concrete but not cause segregation, generally from 5 to 15 seconds. The vibrator shall then be withdrawn slowly, at the rate of approximately 3 inches per second.

A spare vibrator in good working condition shall be kept on the jobsite during all concrete placing operations. Where the concrete is to have an as-cast finish, a full surface of mortar shall be brought against the form by the vibration process, supplemented if necessary by spading to work the coarse aggregate back from the formed surface.

**Repairing and Patching:**

Clean, dampen, and patch all tie holes and all repairable defects immediately after form removal. All honeycombed and other defective concrete shall be removed to sound concrete with edges perpendicular to the surface. Surface imperfections greater than 3/8 inch in any dimension shall be removed and the affected areas neatly patched. Dampen the area to be patched and an area at least 6 inches wide surrounding it to prevent absorption of water from the patching mortar. Mix patching grout to the consistency of thick cream and brush it well into the surface. The type of patching grout to be used shall be approved by the City Engineer.

**Curing Concrete:**

Concrete shall be cured for a minimum of seven (7) days. Contractor shall keep surfaces of concrete water cured constantly and visibly moist day and night.

**21-2 SUBMITTALS**

The following submittals shall be submitted to the Engineer:

- Concrete mix design.

**21-3 MEASUREMENT AND PAYMENT**

The price bid for each concrete item included in the contract shall include full compensation for all materials, labor, equipment, and incidentals required to construct the concrete areas in accordance with the Plans and Specifications. This includes soil preparation and compaction.

END OF SPECIAL PROVISIONS

## **WAGE DETERMINATION – Section 9**

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Please use the link below for a complete list of the Davis Bacon Wage Determinations.  
<https://sam.gov/content/wage-determinations>

Please use the link below to view Index 2014-2 General Prevailing Wage Journeyman Determinations.

<http://www.dir.ca.gov/OPRL/PWD/index.htm>

## **FEDERAL REQUIREMENTS – Section 10**

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All or a portion of the Project to which this contract applies is funded in whole or in part by the proceeds of a Federal Grant; therefore, is subject to federal funding requirements as set forth in the Federal Requirements attached to and incorporated in the Contract Documents. (*Attachments 1 thru 3*).

## **ATTACHMENT 1 – Exhibit 12G: Required Federal-Aid Contract Language**

Cal Trans “Exhibit 12-G – Required Federal-Aid Contract Language” is attached and made part of these Contract Documents.

**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**

<b>1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)</b> .....	<b>2</b>
A. Nondiscrimination Statement.....	3
B. Contract Assurance.....	3
C. Prompt Progress Payment.....	3
D. Prompt Payment of Withheld Funds to Subcontractors .....	3
E. Termination and Replacement of DBE Subcontractors.....	4
F. Commitment and Utilization .....	6
G. Running Tally of Attainments.....	7
H. Commercially Useful Function.....	7
I. Use of Joint Checks.....	8
<b>2. BID OPENING</b> .....	<b>9</b>
<b>3. BID RIGGING</b> .....	<b>9</b>
<b>4. CONTRACT AWARD</b> .....	<b>9</b>
<b>5. CONTRACTOR LICENSE</b> .....	<b>9</b>
<b>6. CHANGED CONDITIONS</b> .....	<b>9</b>
A. Differing Site Conditions.....	9
B. Suspensions of Work Ordered by the Engineer.....	9
C. Significant Changes in the Character of Work .....	10
<b>7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES</b> .....	<b>10</b>
<b>8. BUY AMERICA</b> .....	<b>10</b>
<b>9. QUALITY ASSURANCE</b> .....	<b>13</b>
<b>10. PROMPT PAYMENT</b> .....	<b>13</b>
<b>11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS</b> .....	<b>13</b>
<b>12. FEMALE AND MINORITY GOALS</b> .....	<b>14</b>
<b>13. TITLE VI ASSURANCES</b> .....	<b>15</b>
<b>14. FEDERAL TRAINEE PROGRAM</b> .....	<b>20</b>
<b>15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES</b> .....	<b>21</b>

## 1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall 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 contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>.

DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.

Credit for materials or supplies the prime contractor purchases 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."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

#### **A. Nondiscrimination Statement**

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

#### **B. Contract Assurance**

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 26 in the award and administration of federal-aid 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, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

#### **C. Prompt Progress Payment**

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

#### **D. Prompt Payment of Withheld Funds to Subcontractors**

The Agency may 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 Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

**Method 1:** No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the

contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**Method 2:** No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**Method 3:** 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 all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. 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 subcontractor performance, or noncompliance by a subcontractor.

## **E. Termination and Replacement of DBE Subcontractors**

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

### Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to

perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

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 or exhibits credit unworthiness.
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. The Agency determines other documented good cause.

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
  - One or more above listed justifiable reasons along with supporting documentation.
  - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
  - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days.

#### Replacement of DBE Subcontractors

After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
  - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
  - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
    - Quote for bid item work and description of work to be performed
    - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
    - Revised Subcontracting Request form
    - Revised Exhibit 15-G: Construction Contract DBE Commitment
2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs

to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports the GFE

The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

#### **F. Commitment and Utilization**

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall complete and sign Exhibit 15-G: Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LADM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector 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 1<sup>st</sup>-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 DBE (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LADM Exhibit 16-Z1) form.

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

Upon work completion, the prime contractor shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and 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.

#### **G. Running Tally of Attainments**

For projects awarded on or after March 1, 2020, but before September 1, 2023:

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to local administering agencies.

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

#### **H. Commercially Useful Function**

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LADM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5<sup>th</sup> of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LADM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

## I. Use of Joint Checks

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LADM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including the Contractor, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- LPA must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party. If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

## **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 (23 CFR 635.110).

## **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 \_\_\_\_\_ WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County \_\_\_\_\_ the sum of \$ \_\_\_\_\_ 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

*[Include the Buy America provisions below when required by LAPM Chapter 12]*

Buy America Requirements apply to iron or steel, manufactured products, and construction materials permanently incorporated into the project.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

An article, materials, or supply to be permanently incorporated in the project should only be classified into one of the following categories:

1. Iron or steel products
2. Manufactured products
3. Construction materials
4. Excluded materials

Excluded materials means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

### Iron or Steel Products

All iron or steel products permanently incorporated into the project must be melted and manufactured in the United States 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 produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the United States may be used if authorized.

Iron or steel products are defined as articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

For a product to be considered to consist predominantly of iron or steel, or a combination of both means the cost of the iron or steel content of the product exceeds 50 percent of the total cost of all its components. The cost of iron or steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

Furnish **iron or steel products** to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the **iron or steel** were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

*[Delete the paragraph below if not applicable]*

The following iron or steel products have received an approved Buy America waiver for this project and are therefore not subject to Buy America requirements:

1. \_\_\_\_\_
2. \_\_\_\_\_

### Manufactured Products

All manufactured products permanently incorporated into the project must be manufactured in the United States.

Manufactured products are defined as articles, materials, or supplies that have been:

1. Processed into a specific form and shape; or
2. Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

Manufacturer, in the case of manufactured products, means the entity that performs the final manufacturing process by bringing individual elements together that produces a manufactured product.

If an item is classified as an iron or steel product, a construction material, or an excluded material, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product may include components that are iron or steel products, construction materials, or excluded materials.

Iron or steel used in precast concrete manufactured products or Intelligent Transportation Systems (ITS) must meet the requirements of Iron or Steel Products regardless of the amount used.

Iron and steel used in other manufactured products must meet the requirements of section Iron or Steel Products if the cost of steel and iron components is 50 percent or more of the total cost of the manufactured product.

Furnish manufactured products to be permanently incorporated into the work with certificates of compliance with each project delivery. The manufacturer's certificate of compliance must identify where the manufacturing occurred and attest specifically to Buy America compliance.

*[Delete the paragraph below if not applicable]*

The following manufactured products have received an approved Buy America waiver for this project and are therefore not subject to Buy America requirements:

1. \_\_\_\_\_
2. \_\_\_\_\_

### **Construction Materials**

Construction materials permanently incorporated into the project must be manufactured as defined in 2 CFR 184.6 in the United States.

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
  - 2.1 Polyvinylchloride
  - 2.2 Composite Building Materials
3. Glass
4. Fiber optic cable (including drop cable)
5. Optical fiber
6. Lumber
7. Engineered wood
8. Drywall

Minor additions of articles, materials, supplies, or binding agents to these construction materials do not change the categorization of the construction material.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. The manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

*[Delete the paragraph below if not applicable]*

The following construction materials have received an approved Buy America waiver for this project and are therefore not subject to Buy America requirements:

1. \_\_\_\_\_
2. \_\_\_\_\_

### **Buy America Waiver for De Minimis Cost for Manufactured Products and Construction Materials**

A De Minimis Cost Waiver can waive the application of FHWA's Buy America requirements for manufactured products and construction materials under a single project when the total value of non-compliant manufactured products and construction materials is no more than the lesser of \$1,000,000 or 5 percent of the total applicable material costs for the project.

The percent threshold is calculated based on the following formula:

$$X = NC / TA$$

where:

$X$  = percent threshold

$NC$  = total value of non-compliant manufactured products and construction material

$TA$  = total applicable project costs (iron or steel products, manufactured products, and construction materials; does not include excluded materials)

This threshold is based on the actual cost of the iron or steel products, manufactured products, and construction materials, not the anticipated cost of those materials. Compliant and non-compliant Agency Furnished Materials for the project must be accounted for in a De Minimis Cost Waiver Worksheet calculation, if provided by the Local Agency.

Provide copies of invoices for the actual costs of materials including transportation to the project site.

In applying a De Minimum Cost Waiver, total cost of non-compliant construction materials and manufactured products does not include the cost of any products subject to a separate Buy America waiver.

If De Minimis Cost Waiver Worksheet calculation for materials subject to Buy America is not submitted, the Local Agency may:

1. Withhold from the next progress payment
2. Reject your request for a De Minimis Costs waiver for non-compliant construction materials or manufactured products

## 9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

## 10. PROMPT PAYMENT

### A. FROM THE AGENCY TO THE CONTRACTORS

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

### B. SUBMITTAL OF EXHIBIT 9-P

For projects awarded on or after September 1, 2023:

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to [DBE.Forms@dot.ca.gov](mailto:DBE.Forms@dot.ca.gov) before the end of the month after receiving the Exhibit 9-P from the Contractor.

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

*[Form FHWA-1273 must be physically inserted into the contract without modification, excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS.]*

*[The current version of Form FHWA-1273 is accessible at FHWA's website:  
<https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>]*

**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 CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA 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	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno	19.1 26.1

	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 of July during which work is performed under the contract, the prime contractor 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

*[The U.S. Department of Transportation Order No. 1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E.*

*Note: Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.]*

### APPENDIX A

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:

- a. 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.
- b. 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.
- c. 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.

- d. **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 recipient 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 recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. **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 recipient 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 recipient 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.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-

discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will thereupon revert to and vest in and become the absolute property of the recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**APPENDIX D****CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of

the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**Federal Trainee Program Special Provisions**  
*[to be used when applicable]*

#### **14. FEDERAL TRAINEE PROGRAM**

For the Federal training program, the number of trainees or apprentices is \_\_\_\_.

This section applies if a number of trainees or apprentices is shown on the Notice of Bidders.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of \_\_\_\_\_:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of \_\_\_\_\_ approval for this submitted information before the prime contractor starts work. The City/County of \_\_\_\_\_ credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of \_\_\_\_\_ and FHWA approves a program if one of the following is met:

1. It is calculated to:
  - Meet the equal employment opportunity responsibilities
  - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower-level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of \_\_\_\_\_ reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
  - a. Contribute to the cost of the training
  - b. Provide the instruction to the apprentice or trainee
  - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee a:

1. Copy of the training plan approved by the U.S. Department of Labor or a training plan for trainees approved by both Caltrans and FHWA
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting contractor's performance under this section.

## **15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES**

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

**ATTACHMENT 2 – Form FHWA-1273: Required Contract Provisions Federal-Aid Construction Contracts**

Cal Trans “Form FHWA-1273 – Required Contract Provisions Federal-Aid Construction Contracts” is attached and made part of these Contract Documents.

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)**

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or 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 or other knowledgeable company official.

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, sexual orientation, gender identity, 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 its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action.

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

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

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

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

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

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). 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.

(4) 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 will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.*

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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. **Withholding** (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

### **3. Records and certified payrolls (29 CFR 5.5)**

*a. Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

*(2) Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

*(3) Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

*(4) Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

*b. Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

*(2) Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

*(3) Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### 4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. 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. 23 CFR 230.111(e)(2). 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 as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, 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 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.

**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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* 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.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### **3. Withholding for unpaid wages and liquidated damages**

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

## **VI. SUBLetting OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

- (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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**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. 2 CFR 180.220 and 1200.220.

**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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

\*\*\*\*\*

**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 CFR 180.335;

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\*\*\*\*\*

**3. 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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

\*\*\*\*\*

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

**XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor 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 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. 46 CFR 381.7.

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 (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

### **ATTACHMENT 3 – Appendix E of the Title VI Assurance**

Per U.S. Department of Transportation Order No. 1050.2, Appendix E of the Title VI Assurance is attached and made part of these Contract Documents.

## **Appendix E of the Title VI Assurances**

### **(US DOT Order 1050.2A)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

#### **Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## **TECHNICAL SPECIFICATIONS – Section 11**

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“CT4000 ChargePoint Charging Station Install Guide” is attached and made part of these Contract Documents.

# CT4000 Family

## ChargePoint® Networked Charging Station



1-888-758-4389 | chargepoint.com

**chargepoint**

965652741



## Installation Guide

## SAVE THESE IMPORTANT SAFETY INSTRUCTIONS

This manual contains important instructions that must be followed during installation of a ChargePoint® Networked Charging Station.

### Grounding instructions

The ChargePoint® Charging Station must be connected to a grounded, metal, permanent wiring system; or an equipment-grounding conductor is to be run with circuit conductors and connected to the equipment grounding terminal or lead on the Electric Vehicle Supply Equipment (EVSE). Connections to the EVSE shall comply with all applicable codes and ordinances.

### FCC Compliance Statement

This equipment has been tested and found to comply with the limits for a Class A digital device pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference when the equipment is operated in a commercial environment. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the manufacturer's instruction manual, may cause harmful interference with radio communications. Operation of this equipment in a residential area is likely to cause harmful interference, in which case, you will be required to correct the interference at your own expense.

Important: Changes or modifications to this product not authorized by ChargePoint, Inc., could affect the EMC compliance and revoke your authority to operate this product.

**Exposure to Radio Frequency Energy:** The radiated power output of the 802.11 b/g/n radio and cellular modem (optional) in this device is below the FCC radio frequency exposure limits for uncontrolled equipment. This device should be operated with a minimum distance of at least 20 cm between the 802.11 b/g/n and cellular antennas and a person's body and must not be co-located or operated with any other antenna or transmitter by the manufacturer, subject to the conditions of the FCC Grant.

### Industry Canada

This device complies with Industry Canada license-exempt RSS standard(s). Operation is subject to the following two conditions: (1) this device may not cause interference, and (2) this device must accept any interference, including interference that may cause undesired operation of the device.

Le présent appareil est conforme aux CNR d'Industrie Canada applicables aux appareils radio exempts de licence. L'exploitation est autorisée aux deux conditions suivantes : (1) l'appareil ne doit pas produire de brouillage, et (2) l'utilisateur de l'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

### FCC/IC Compliance Labels

Go to <http://www.chargepoint.com/labels/>.

### Safety and compliance

This document provides instructions to install the ChargePoint® Charging Station and should not be used for any other product. Before installing the ChargePoint® Charging Station, you should review this manual carefully and consult with a licensed contractor, licensed electrician and trained installation expert to ensure compliance with local building practices, climate conditions, safety standards, and all applicable codes and ordinances.

The ChargePoint® Charging Station should be installed only by a licensed contractor and a licensed electrician and in accordance with all local and national codes and standards. The ChargePoint® Charging Station should be inspected by a qualified installer prior to the initial use. Under no circumstances will compliance with the information in this manual relieve the user of his/her responsibility to comply with all applicable codes or safety standards. This document describes the most commonly-used installation and mounting scenarios. If situations arise in which it is not possible to perform an installation following the procedures provided in this document, contact ChargePoint, Inc. ChargePoint, Inc. is not responsible for any damages that may occur resulting from custom installations that are not described in this document.

### No accuracy guarantee

Reasonable effort was made to ensure that the specifications and other information in this manual are accurate and complete at the time of its publication. However, the specifications and other information in this manual are subject to change at any time without prior notice.

### Warranty information and disclaimer

Your use of, or modification to, the ChargePoint® Charging Station in a manner in which the ChargePoint® Charging Station is not intended to be used or modified will void the limited warranty. Other than any such limited warranty, the ChargePoint products are provided "AS IS," and ChargePoint, Inc. and its distributors expressly disclaim all implied warranties, including any warranty of design, merchantability, fitness for a particular purpose and non-infringement, to the maximum extent permitted by law.

### Limitation of liability

IN NO EVENT SHALL CHARGEPOINT, INC. OR ITS AUTHORIZED DISTRIBUTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST DATA, LOSS OF USE, COST OF COVER, OR LOSS OR DAMAGE TO THE CHARGEPOINT® CHARGING STATION, ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THIS MANUAL, EVEN IF CHARGEPOINT, INC. OR ITS AUTHORIZED DISTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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# Contents

## 1 Introduction

Summary of Shipping Boxes .....	1-1
Installation Sequence .....	1-2
Before Installing .....	1-2
Specifications .....	1-3
Dual Circuit Wiring Diagram .....	1-4
Shared Power Wiring Diagram .....	1-5
Grounding Requirements .....	1-6

## 2 Installing a Bollard Mount

Before You Start .....	2-1
Overview of Steps .....	2-1
Step 1: Check Boxes for Correct Contents .....	2-2
Step 2: Prepare Pole/Base Plate for Mounting .....	2-3
Step 3: Mount Pole/Base Plate .....	2-4
Step 4: Install Main Body .....	2-5
Step 5: Prepare Retractor for Mounting .....	2-6
Step 6: Install Retractor .....	2-7
Step 7: Connect Wiring .....	2-8
Step 8: Check Voltages .....	2-9

## 3 Installing a Wall Mount

Before You Start .....	3-1
Overview of Steps .....	3-1
Step 1: Check Boxes for Correct Contents .....	3-2
Step 2: Drill Holes in Wall .....	3-3
Step 3: Mount Rear Brackets to Wall .....	3-4
Step 4: Prepare Retractor for Mounting .....	3-5
Step 5: Mount Retractor .....	3-6
Step 6: Install Conduit .....	3-7
Step 7: Install Main Body .....	3-8
Step 8: Connect Wiring .....	3-9
Step 9: Check Voltages .....	3-10

## **4 Installing the Head and Top Cap**

Before You Start .....	4-1
Overview of Steps.....	4-1
Step 1: Check Boxes for Correct Contents.....	4-2
Step 2: Prepare Head Assembly for Mounting.....	4-4
Step 3: Slide Head Assembly Into Body .....	4-7
Step 4: Connect Head Assembly .....	4-8
Step 5: Use the Wizard to Complete the Installation .....	4-9
Step 6: Secure Head Assembly.....	4-12
Step 7: Prepare the Station for Activation on ChargePoint .....	4-13

## **5 Troubleshooting**

Check the Station's Display.....	5-1
Display Station Codes.....	5-1
Description of Station Codes .....	5-2
Charging Cable Doesn't Move Freely.....	5-5

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### **Appendix A: Preparing the Installation Site for a Bollard Mount**

### **Appendix B: CT4000 Power Management Instructions**

### **Appendix C: Installing and Replacing Signs**

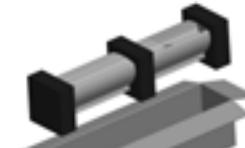
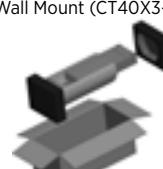
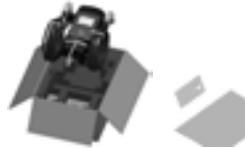
### **Appendix D: Installing Cable Clamps**

### **Appendix E: Limited Product Warranty**

# Introduction

This document provides step-by-step instructions on how to install a CT4000 ChargePoint® Charging Station.

## Summary of Shipping Boxes

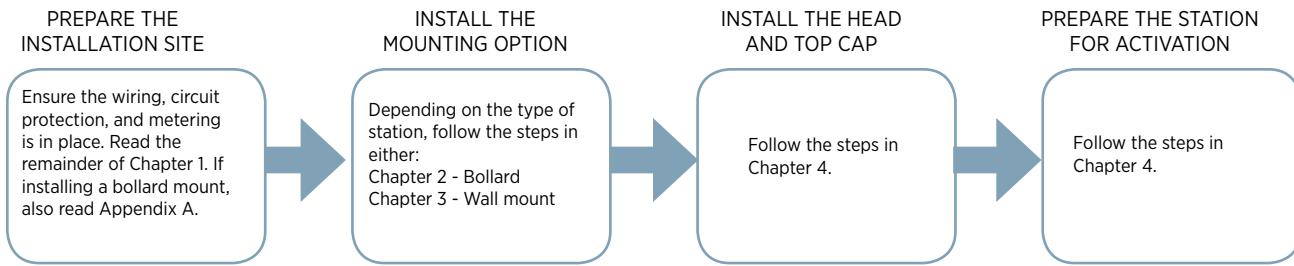
Assembly name...	Label on box says....	Overview of box contents...	Shipping Weight	For Installation Instructions, see...
<b>Top Cap</b>	CT40XX-CAP*		5 lbs (2.1 kg)	Chapter 4
<b>Body</b>	CT40X1-BD or CT40X3-BD	<p>Bollard Mount (CT40X1-BD): </p> <p>Wall Mount (CT40X3-BD): </p>	<p>Bollard: 50 lbs (22.7 kg)</p> <p>Wall: 15 lbs (6.8 kg)</p>	Chapter 2 - Bollard Chapter 3 - Wall Mount
<b>Cord Management Retractor</b>	CT4000-CMK		<p>CMK: 40 lbs (18.1 kg)</p> <p>CMK8: 50 lbs (22.7 kg)</p>	Chapter 2 - Bollard Chapter 3 - Wall Mount
<b>Head</b>	CT40X0-HD* or CT40X0-HD-GW* For gateway stations the box also includes a Network Enablement Kit, CT4000-NEK1 (US) or CT4000-NEK2 (Canada)		<p>Dual Port: 31 lbs (14 kg)</p> <p>Single Port: 25 lbs (11.3 kg)</p>	Chapter 4
<b>OPTIONAL: Power Management Kit</b>	CT4000-PMGMT Allows both ports on a dual port station to share a single 40A circuit (Power Share). Also allows a CT4000 to be set up to operate at a lower current (Power Select).		5 oz (.14 kg)	Appendix B

\*The last two digits of the four-digit model number depends on the station's features. The third digit (CT40X0) is "1" if the station has a single charging port, or "2" if the station has two charging ports. The last digit (CT40X1) is either a 1 (bollard mount) or 3 (wall mount).

NOTE: A more detailed list of the contents in each shipping box is provided in the associated chapter with the step-by-step installation instructions.

## Installation Sequence

Regardless of the specific type of CT4000 charging station you are installing, and the options included, the high level installation sequence is the same:



## Before Installing

**You must complete an online training class to become a ChargePoint Certified Installer, and to get a login for ChargePoint. If you do not complete this training, you will be unable to complete the installation process.**

- Ensure that the appropriate wiring, circuit protection, and metering is in place at the installation location by reviewing the specifications, wiring diagrams, and grounding requirements in the remainder of this chapter.
- Ensure that adequate CDMA (Verizon, Sprint) or GSM (AT&T, Rogers) cellular coverage is available at the installation location. To ensure adequate signal strength in underground garages or other enclosed parking structures, cellular repeaters may be required.
- For bollard mount charging stations, prepare the installation site by following the instructions in Appendix A. The mounting template for the bollard is stapled into the center fold of this document and a PDF version is available at [www.chargepoint.com/support-installation-guides.php](http://www.chargepoint.com/support-installation-guides.php). Ensure the PDF version is accurate by printing it at 100% scale on 11" x 17" paper and then verifying at least one dimension.
- Review the CT4000 Data Sheet (available at [www.chargepoint.com/support-product-data-sheets.php](http://www.chargepoint.com/support-product-data-sheets.php)).
- Review the contents of this document to familiarize yourself with the contents of each shipping box and the required installation steps.

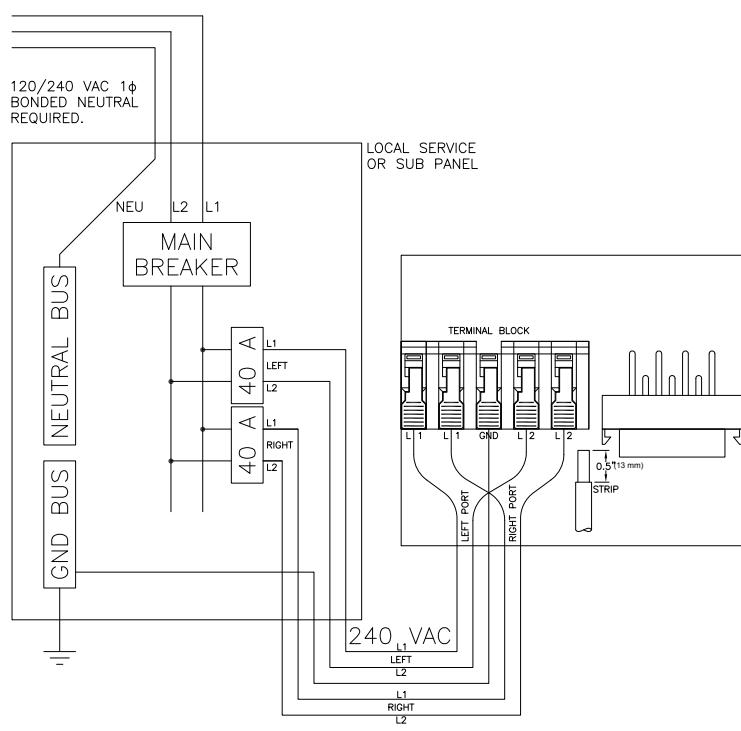
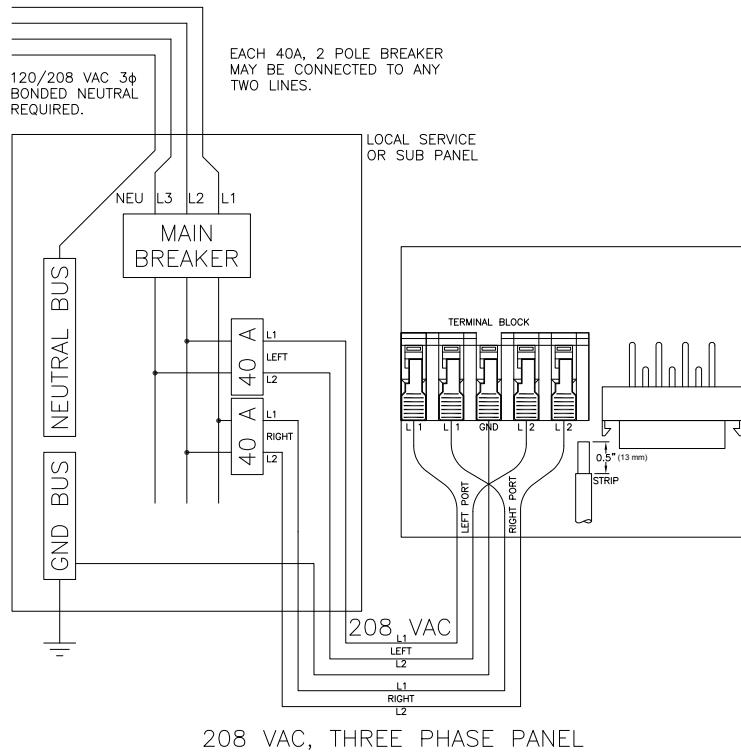
## Specifications

Electrical Input		SINGLE PORT			DUAL PORT						
AC Voltage		208/240VAC			208/240VAC						
	Current	Input Power Connection	Required Service Panel Breaker	Current	Input Power Connection	Required Service Panel Breaker					
Standard	30A	One 40A branch circuit	40A dual pole (non-GFCI type)	30A x 2	Two independent 40A branch circuits	40A dual pole (non-GFCI type) x 2					
Standard Power Share	n/a	n/a	n/a	32A	One 40A branch Circuit	40A dual pole (non-GFCI type)					
Power Select 24A	24A	One 30A Branch circuit	30A dual pole (non-GFCI type)	24A x 2	Two independent 30A branch circuits	30A dual pole (non-GFCI type) x 2					
Power Select 24A Power Share	n/a	n/a	n/a	24A	One 30A branch circuit	30A dual pole (non-GFCI type)					
Power Select 16A	16A	One 20A Branch circuit	20A dual pole (non-GFCI type)	16A x 2	Two independent 20A branch circuits	20A dual pole (non-GFCI type) x 2					
Power Select 16A Power Share	n/a	n/a	n/a	16A	One 20A branch circuit	20A dual pole (non-GFCI type)					
Service Panel GFCI	Do not provide external GFCI as it may conflict with internal GFCI (CCID)										
Wiring - Standard	3-wire (L1, L2, Earth)			5-wire (L1, L1, L2, L2, Earth)							
Wiring - Power Share	n/a			3-wire (L1, L2, Earth)							
Station Power	8W typical (standby), 15W maximum (operation)										
Electrical Output											
Standard	7.2kW (240VAC@30A)			7.2kW (240VAC@30A) x 2							
Standard Power Share	n/a			7.2kW (240VAC@30A) x 1 OR 3.8kW (240VAC@16A) x 2							
Power Select 24A	5.8kW (240VAC@24A)			5.8kW (240VAC@24A) x 2							
Power Select 24A Power Share	n/a			5.8kW (240VAC@ 24A) x 1 OR 2.9kW (240VAC@12A) x 2							
Power Select 16A	3.8kW (240VAC@16A)			3.8kW (240VAC@16A) x 2							
Power Select 16A Power Share	n/a			3.8kW (240VAC@16A) x 1 OR 1.9kW (240VAC@8A) x 2							
Functional Interfaces											
Connector(s) Type	SAE J1772™			SAE J1772™ x 2							
Charging Cable Length	18' (5.5 meters)			18' (5.5 meters) x 2							
Overhead Cable Management System	Yes										
LCD Display	5.7" full color, 640x480, 30fps full motion video, active matrix, UV protected										
Card Reader	ISO 15693, 14443, NFC										
Locking Holster	Yes			Yes x 2							
Safety and Connectivity Features											
Ground Fault Detection	20mA CCID with auto retry										
Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection										
Plug-Out Detection	Power terminated per SAE J1772™ specifications										
Power Measurement Accuracy	+/- 2% from 2% to full scale (30A)										
Power Report/Store Interval	15 minute, aligned to hour										
Local Area Network	2.4 GHz Wi-Fi (802.11 b/g/n)										
Wide Area Network	3G GSM, 3G CDMA										
Safety and Operational Ratings											
Enclosure Rating	Type 3R per UL 50E										
Safety Compliance	UL listed for USA and cUL certified for Canada; complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625										
Surge Protection	6kV @ 3000A. In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.										
EMC Compliance	FCC Part 15 Class A										
Operating Temperature	-22°F to 122°F (-30°C to +50°C)										
Storage Temperature	-40°F to 122°F (-40°C to +50°C)										
Operating Humidity	up to 85% @ +50°C (122°F) non-condensing										
Non-Operating Humidity	up to 95% @ +50°C (122°F) non-condensing										
Terminal Block Temperature Rating	221°F (105°C)										
Maximum Stations per 802.11 Radio Group	10. Each station must be located within 150 feet "line of sight" of a gateway station.										

## Dual Circuit Wiring Diagram

The following illustration describes the wiring for installing a CT4000 on a dual circuit. Wiring for a single circuit installation is described on the next page. Grounding requirements are described on page 1-6.

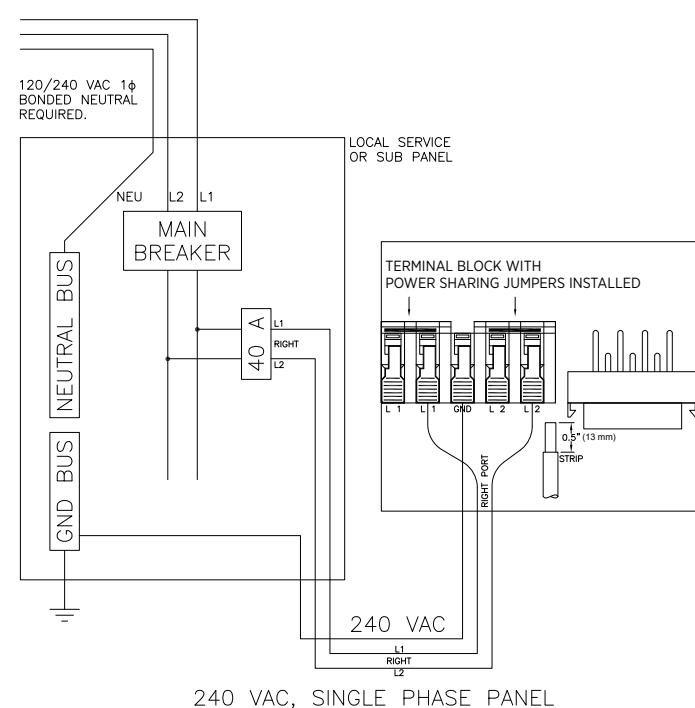
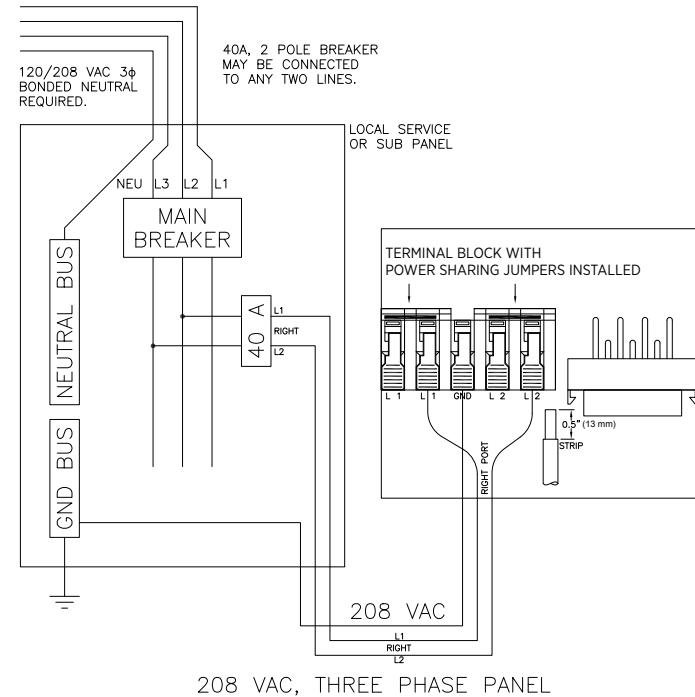
NOTE: Requires two dedicated circuits, each with its own two pole 40 A breaker. See Appendix B for lower power operation options.



## Single Port or Shared Power Wiring Diagram

The following illustration describes the wiring for installing a dual port CT4000 on a shared single circuit. For this installation, you will need the power sharing kit to allow both ports to share a two pole 40A circuit breaker. Wiring connections are provided in Appendix B. Grounding requirements are described on page 1-6. See Appendix B for lower power operation options.

Wiring for a dual circuit installation, see the previous page.



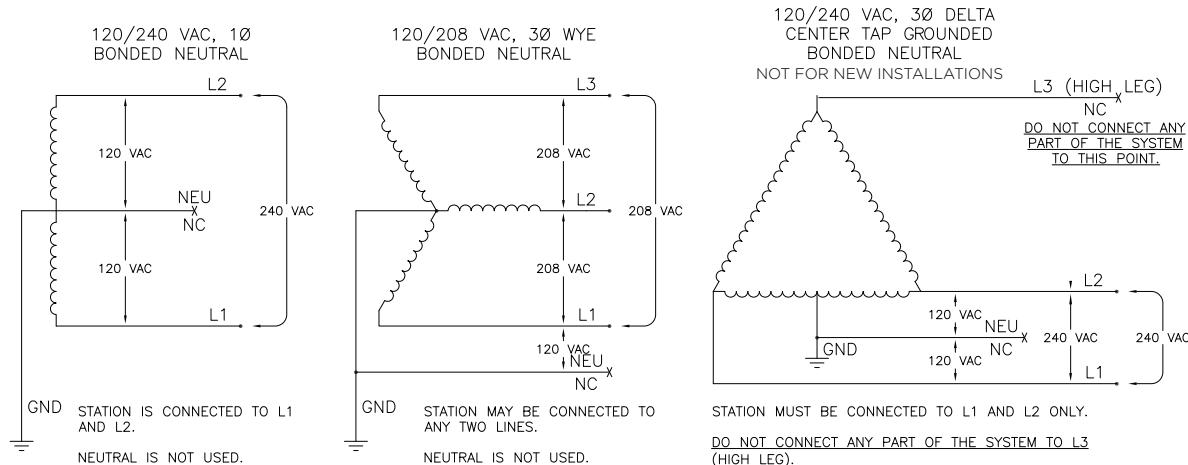
## Grounding Requirements

The voltage of either line, relative to ground, must not fall below 80 volts or a Floating Line Connection error occurs (see page 5-3). Because the voltage of either line relative to ground must not be allowed to fluctuate, use only center-grounded systems. Neutral is not used to power the station but must be properly connected to ground, at the panel or transformer, to provide the necessary voltage reference relative to ground.

### Connect to these systems

In a wye system, connect the station to ANY two lines, as shown below.

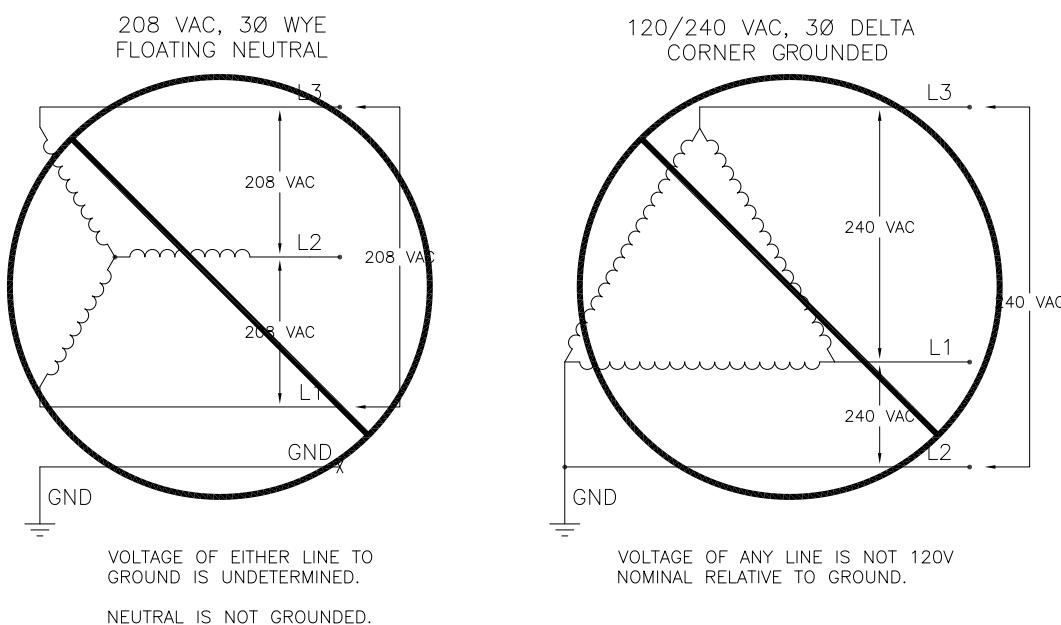
In a delta system, connect the station to a center-tapped secondary only, where the center tap is bonded and the station is connected to L1 and L3. This allows voltages to remain constant regardless of other loads that may be using the lines.



### Do not connect to these systems

Do not connect ChargePoint stations to the following types of power sources:

- 120/208 VAC 3 phase wye, ungrounded
- 120/240 VAC 3 phase delta, corner-grounded
- Any system where the center point of the AC power source is not grounded







# Installing a Bollard Mount

2

## Before You Start

Before installing a bollard mount, prepare the installation site as described in Appendix A. After preparing the installation site, you need the following:

- Ratchet and 3/8" (10 mm) socket\*
- 1/2" drive torque wrench and 15/16" (24 mm) 6-point deep socket, for 5/8 (11 /16 mm) nut\*\*
- Adjustable wrench
- Bubble level
- #2 Phillips screwdriver
- Wire stripper
- Voltage tester

\*For use with assembled SAE hardware.

\*\*For use with CT4000 Bollard to Concrete Mount Kit (35-001013-01).

## Overview of Steps

Installing the bollard mount involves a few simple steps, summarized below and detailed in the remainder of this chapter:

1. Check Boxes for Correct Contents (page 2-2)
2. Prepare Pole/Base Plate for Mounting (page 2-3)
3. Mount Pole/Base Plate (page 2-4)
4. Install Main Body (page 2-5)
5. Prepare Retractor for Mounting (page 2-6)
6. Install Retractor (page 2-7)
7. Connect Wiring (page 2-8)
8. Check Voltages (page 2-9)

When you have completed these steps, you will be ready to install the head and top assemblies as described in Chapter 4.

## Step 1: Check Boxes for Correct Contents

The bollard mount ships in two boxes as described below.

### Main Body

- Main body, pre-assembled with mounting pole/base plate, rubber bumper, and brackets (1)
- Adapter plastic cap (1)
- $\frac{1}{4}$ "-20 x 1  $\frac{1}{4}$ " screws (4)



Main Body

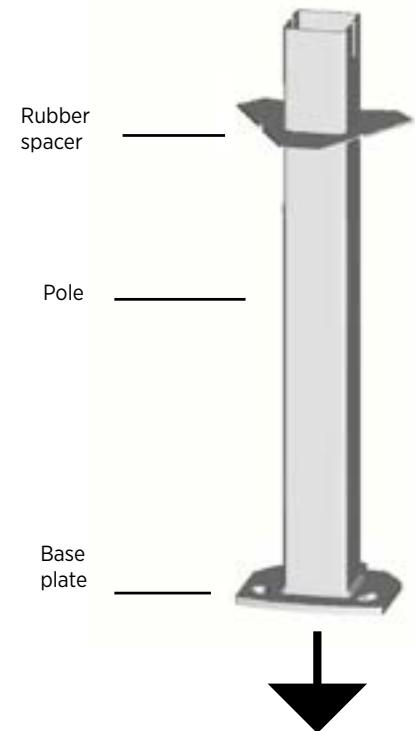
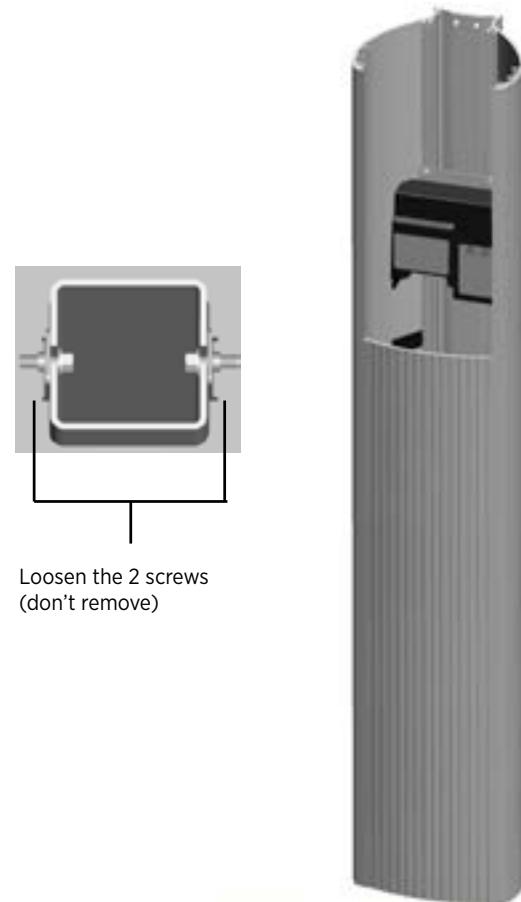
### Cable Management Kit

- Retractor assembly with pre-installed "EV CHARGING ONLY" sign (1)
- Cable clamps (2 sets)\*\*



## Step 2: Prepare Pole/Base Plate for Mounting

- Use a 3/8" socket wrench to loosen (but not remove) the two screws holding the pole inside the main body.
- Remove the pole/base plate assembly from the main body by pulling it out from the bottom of the main body. Keep the rubber spacer in place over the pole.
- Remove and discard the cardboard shipping spacer.

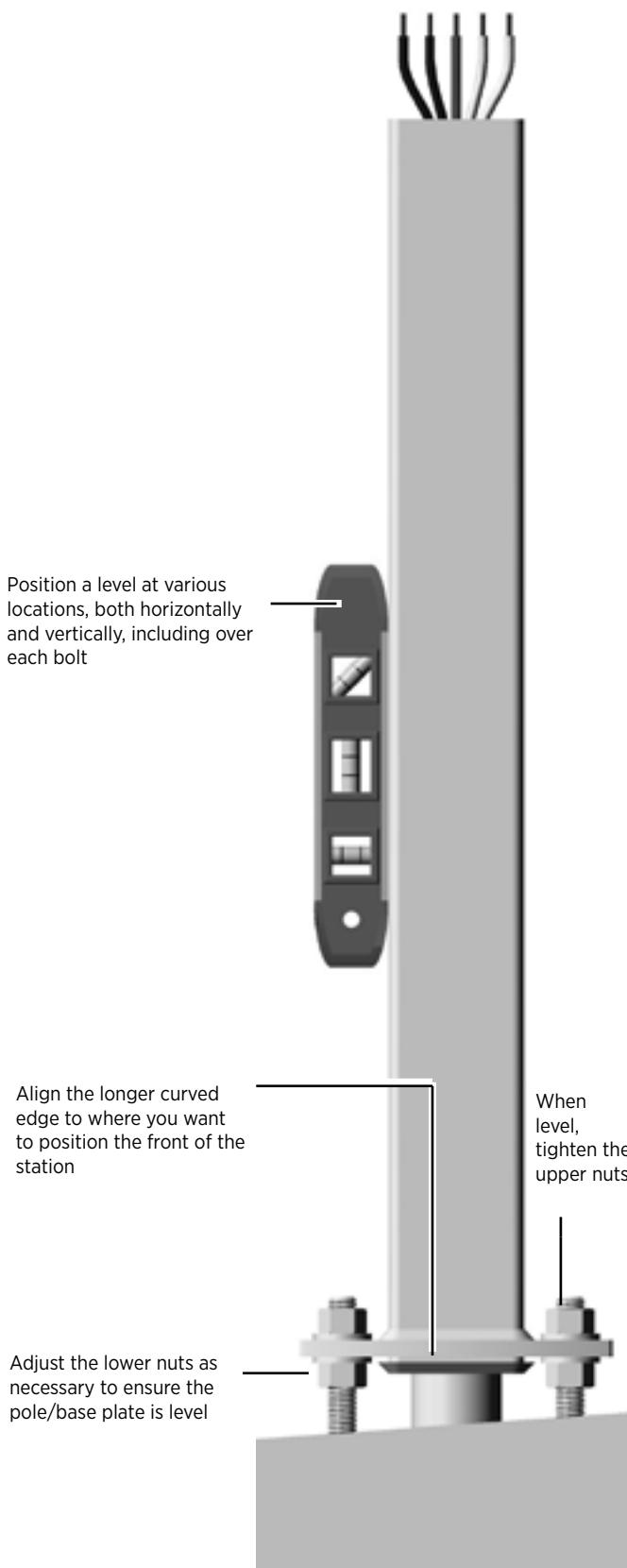


## Step 3: Mount Pole/Base Plate

Prepare the installation site as described in Appendix A, then mount the pole/base plate assembly as follows:

- Pull wires through conduit.
- Place the pole/base plate assembly over the conduit, ensuring the long curved edge of the base plate is located where you want the front of the charging station located.
- Adjust the lower nuts as necessary to ensure the mounting pole is level.
- When level, tighten the nuts on top of the base plate to at least 1416 in-lbs (160 Nm).

**!** **IMPORTANT:** Ensure the pole/base plate is level by adjusting the nuts underneath the base plate. Verify accuracy after each adjustment by positioning the level at various locations on the pole, above each bolt.



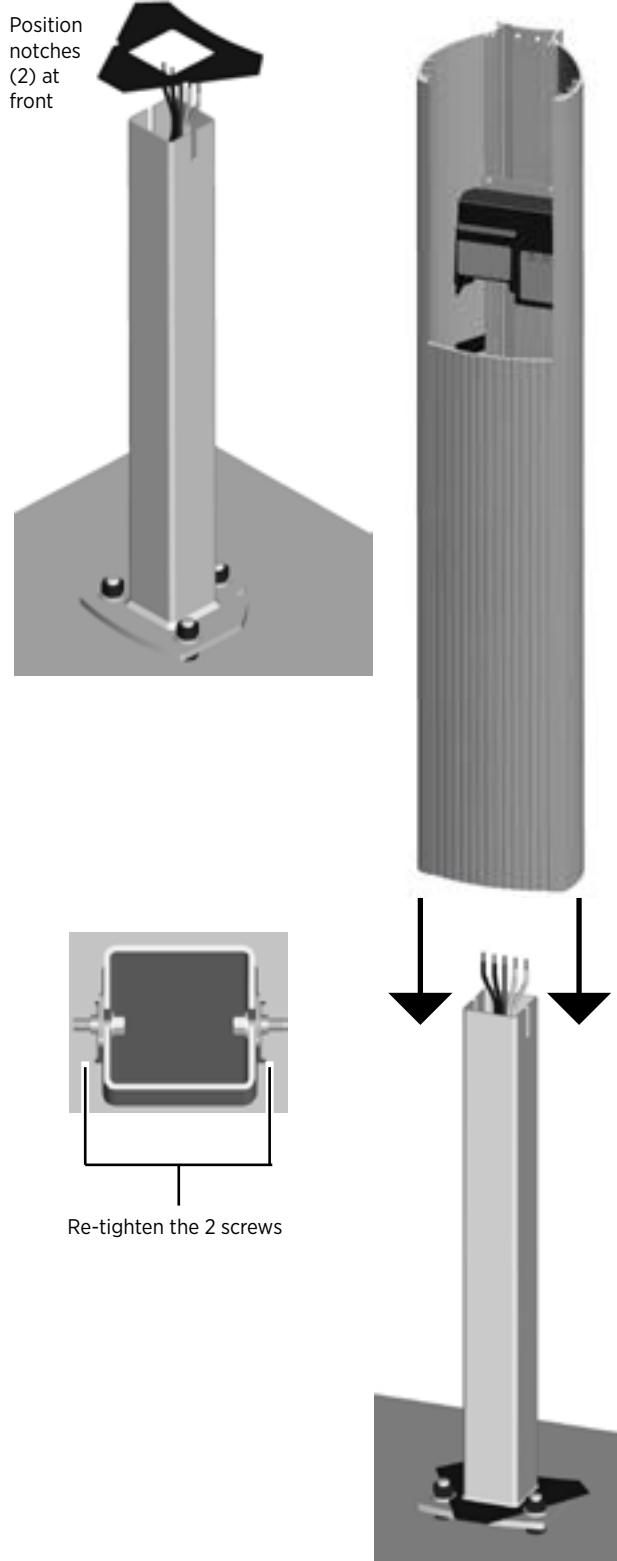
## Step 4: Install Main Body

To install the main body:

- Align the notches on the rubber spacer with the front mounting nuts, then slide it all the way down the pole until it is flush with the base plate. This prevents any rocking motion between the main body and the base plate.
- Slide the body over the mounting pole.
- Re-tighten the screws you loosened in Step 2 to approximately 80 in-lbs (9 Nm) using a 3/8" (10 mm) socket wrench.

**⚠️ IMPORTANT:** Ensure the body is firmly aligned to the bottom surface and that no movement (rocking) can take place, even when significant pressure is applied.

**⚠️ IMPORTANT:** The bollard is designed to shed moisture between its bottom surface and the concrete pad. It is very important to maintain this moisture egress feature so that there is no unwanted moisture build up. Therefore, do not seal the bollard to the concrete pad with caulk, silicone or other sealing material.



## Step 5: Prepare Retractor for Mounting

To prepare the retractor for mounting:

- Position the retractor packaging so that the bottom of the retractor is near the base of the bollard.

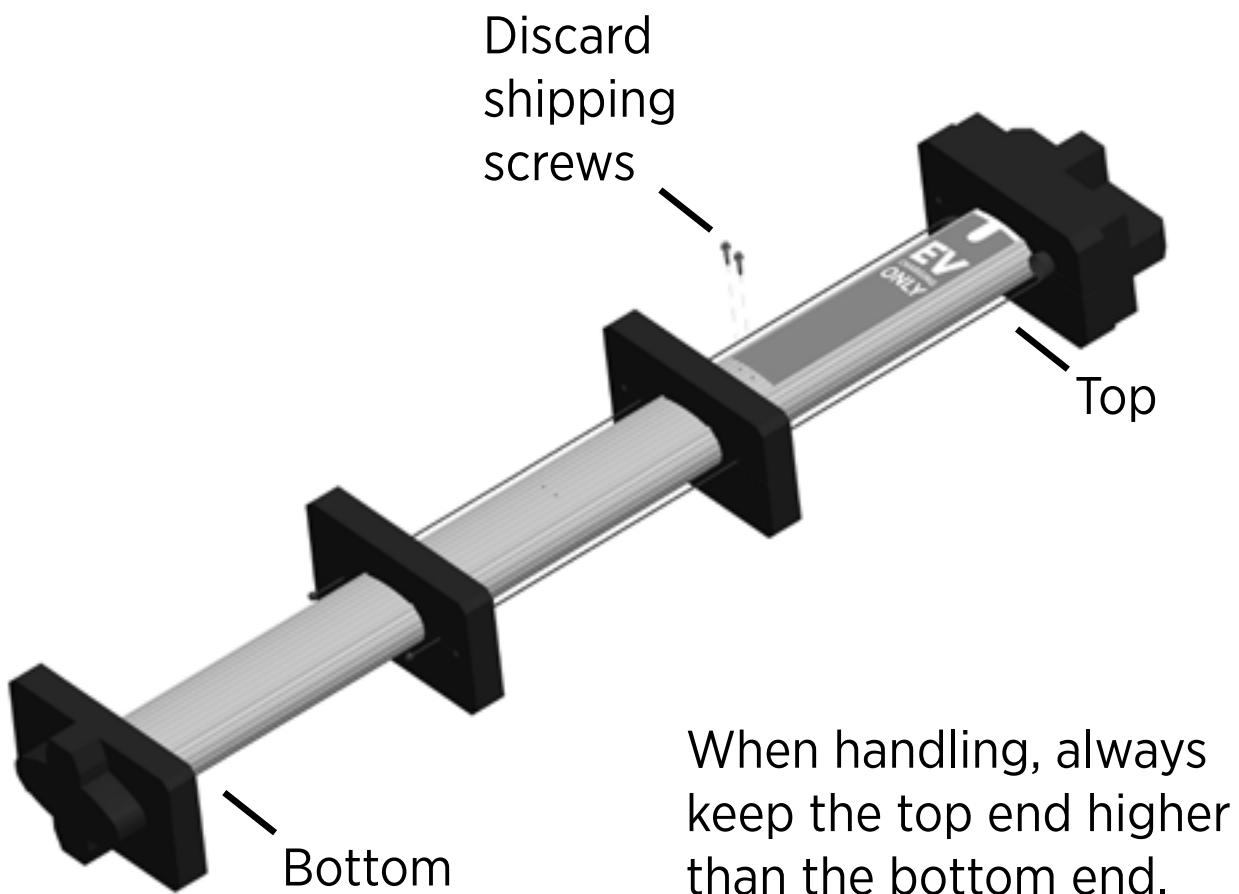


**IMPORTANT:** Do not unwrap the ropes.

- **Remove and discard the two 3/8" drive shipping screws from the front face of the retractor.**

NOTE: When you remove the shipping screws, the retractor's counterweights are free to move in either direction. Therefore, **do not tilt or carry the retractor assembly with the top end lower than the bottom end.**

- Remove the foam packaging from the retractor.
- OPTIONAL: If necessary, remove or replace the EV PARKING sign. See Appendix C.



## Step 6: Install Retractor

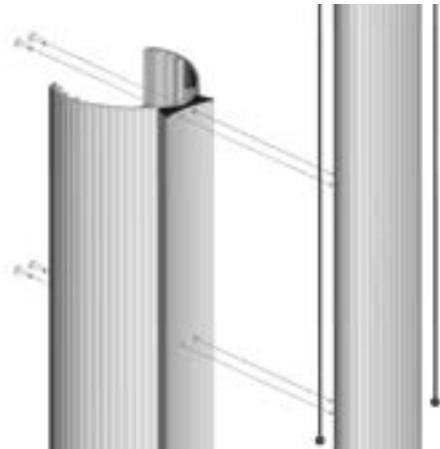
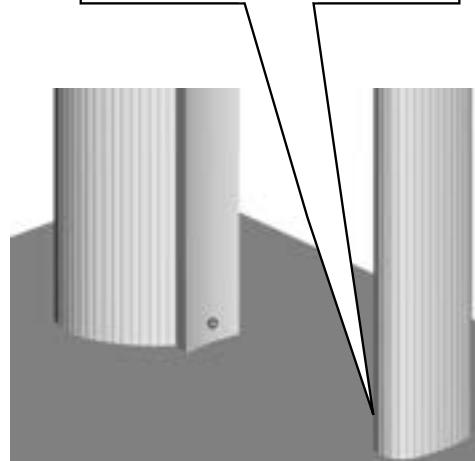
To install the retractor:

- Insert the black cap into the space at the top of the main body, between the main body and the retractor, as shown.
- With a Phillips screwdriver and at least one of the four  $\frac{1}{4}$  " - 20 x  $1\frac{1}{4}$  " screws in hand, position the retractor against the back of the main body. Place the slot at the bottom of the retractor over the knob at the bottom of the main body, as shown.



**IMPORTANT:** Hold the retractor in place until you've secured it with at least one screw.

- From inside the main body, insert the four  $\frac{1}{4}$  " - 20 x  $1\frac{1}{4}$  " screws through the main body and the retractor, and tighten to 60 in-lbs (7 Nm).

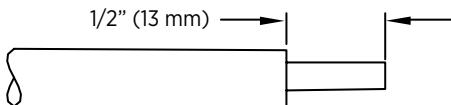


## Step 7: Connect Wiring

**! IMPORTANT:** To power a dual-port station using a single 40A circuit, use the Power Share option provided in the Power Management Kit. Instead of following the instructions below, see Appendix B to properly install Power Share jumpers and relabel the station. After the station powers up, as described in Chapter 4, the on-screen Installation Wizard steps you through the process of configuring the station.

If you are not installing a power sharing kit, connect the wiring as follows:

- Strip wires  $\frac{1}{2}$ " (13 mm).



- Push the black tab on the terminal block to release the terminal block cover, then slide the cover up until it locks into the raised position:

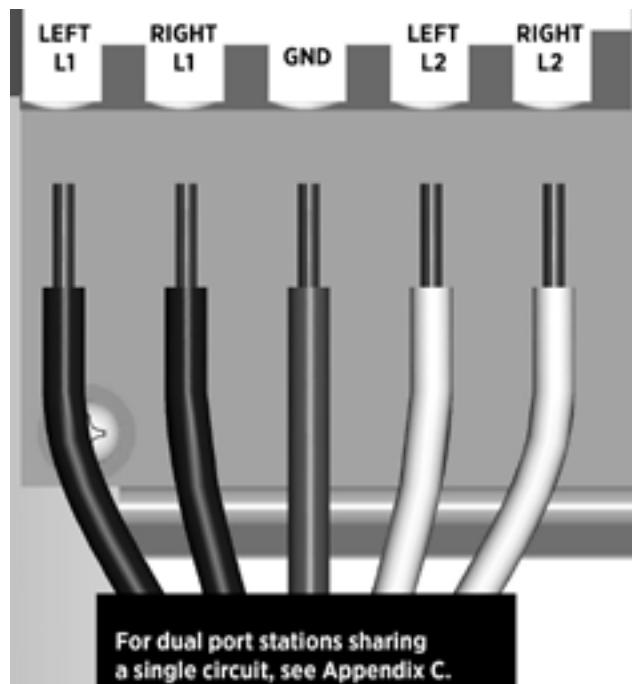


- Lift the corresponding white lever on the terminal block, insert the ground wire into the center connector, then push the lever down until it clicks into its fully closed position.
- Lift the corresponding white levers, insert the 240 VAC L1 and L2 wires, then push the levers down until they click into their fully closed position.

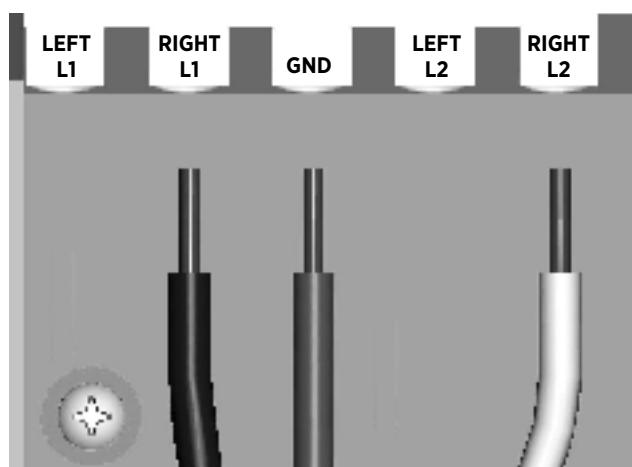
**! WARNINGS:**

- Use copper conductors only.
- Do NOT provide GFCI protection at panel. The CT4000 has built-in GFCI protection.
- In areas with frequent thunder storms, add surge protection at the service panel for all circuits.
- Use new circuit breakers only. Used breakers can damage equipment and introduce the potential for an electrical fire.**
- Ensure all power and ground connections, especially those at the breaker and buss bar, are clean and tight. Remove all oxide from all conductors and terminals before connecting wiring.**

For dual port stations:



For single port stations, use the connectors indicated for "RIGHT" side only.



## Step 8: Check Voltages

- Turn power ON.
- Using a solenoid type voltage tester, check that the voltages at the charging station's terminal block are as follows:

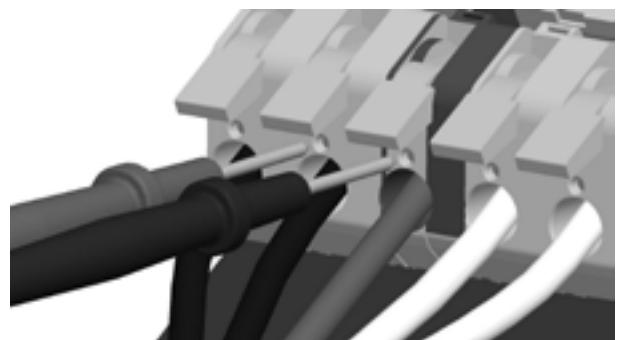
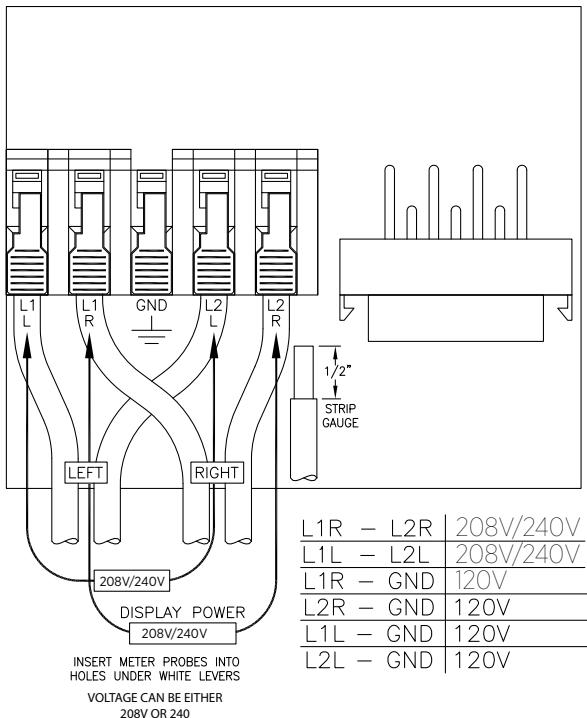
Measure Between	Volts
L1 and L2	208/240
GND and L1	120
GND and L2	120

If the voltages are not as expected, ensure that the wiring has been properly connected as described on the previous page. For detailed wiring diagrams and grounding requirements, see pages 1-4 to 1-6.

Before continuing, resolve any wiring issues and ensure that voltages are as expected.

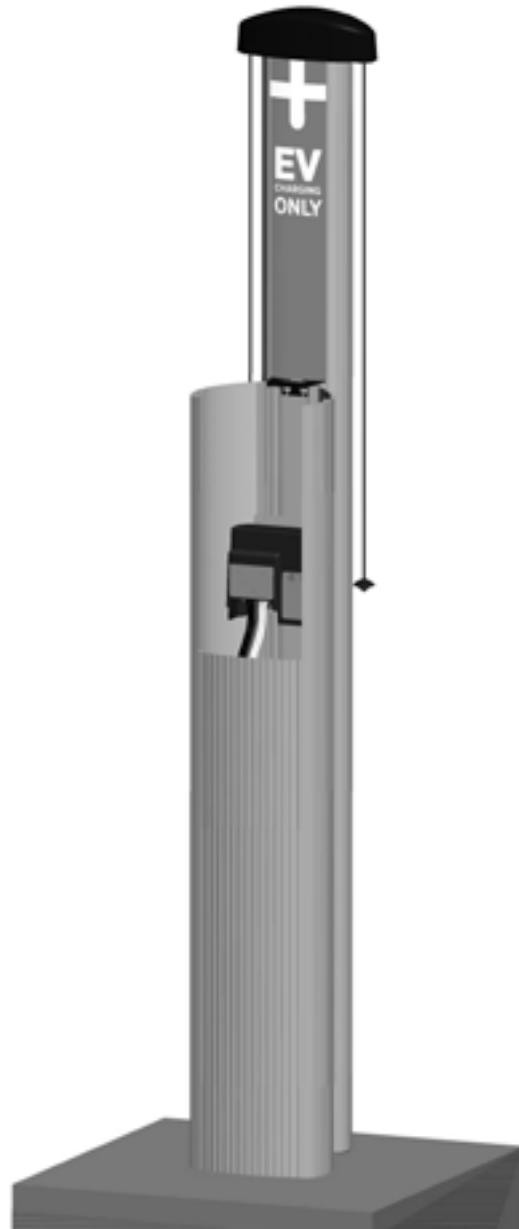
- Turn power OFF.

### CT4000 Input Voltage Measurements



**OPTIONAL:** Apply custom signs to the front of the bollard and/or the back of the retractor. See Appendix C.

You have now finished installing the bollard mount and are ready to install the head assembly and top cap. See Chapter 4.



# Installing a Wall Mount

3

## Before You Start

You need the following:

- Drill and Tap for appropriate wall attachment hardware
- Attachment hardware, such as 3/8" x 3" (M10 x 75 mm) lag bolts (coach screws) if mounting to a wood wall
- Ratchet and 9/16" (15 mm) deep socket
- #2 Phillips screwdriver
- Tape measure
- Bubble level
- Marker
- Wire stripper
- Voltage tester

## Overview of Steps

Installing the wall mount involves a few simple steps, summarized below and detailed in the remainder of this chapter:

1. Check Boxes for Correct Contents (page 3-2)
2. Drill Holes in Wall (page 3-3)
3. Mount Rear Brackets to Wall (page 3-4)
4. Prepare Retractor for Mounting (page 3-5)
5. Mount Retractor (page 3-6)
6. Install Conduit (page 3-7)
7. Install Main Body (page 3-8)
8. Connect Wiring (page 3-9)
9. Check Voltages (page 3-10)

When you have completed these steps, you will be ready to install the head and top cap as described in Chapter 4.

## Step 1: Check Boxes for Correct Contents

The wall mount ships in two boxes as described below.

### Main Body and Mounting Kit

- Main body, pre-assembled (1)
- Mounting brackets with pre-installed 1/4-20 screws and 3/8-16x3/4 flange bolts (2 sets)

NOTE: The packing box for the brackets serves as a template for drilling mounting holes. **Do not discard packaging until you've completed Step 2.**

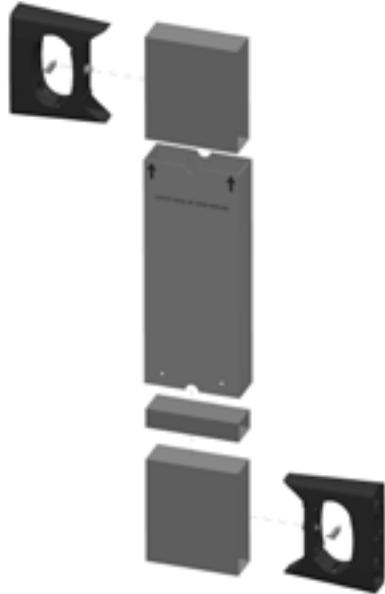
- Slot cover (2)\*

*\*One extra slot cover is included.*

Main Body and Mounting Kit



Cable Management Kit

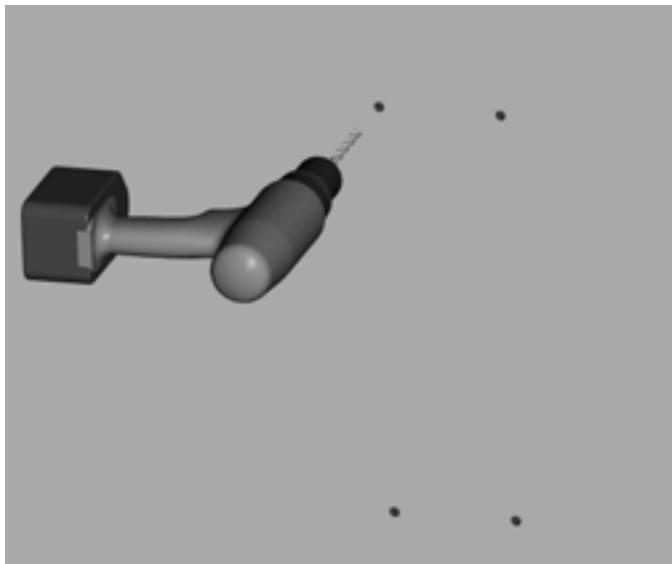


## Step 2: Drill Holes in Wall

- The packing box for the brackets is used as a template for drilling the wall holes. Tear the packing box along the perforation to allow it to lay flat.
- Place the template against the wall. As described on the package insert, align the top where indicated, 49" above the floor or ground. Ensure that the template is level and the side of the packaging insert is plumb. Mark the four mounting holes.
- Drill four holes in the wall at the marked locations.

NOTE:

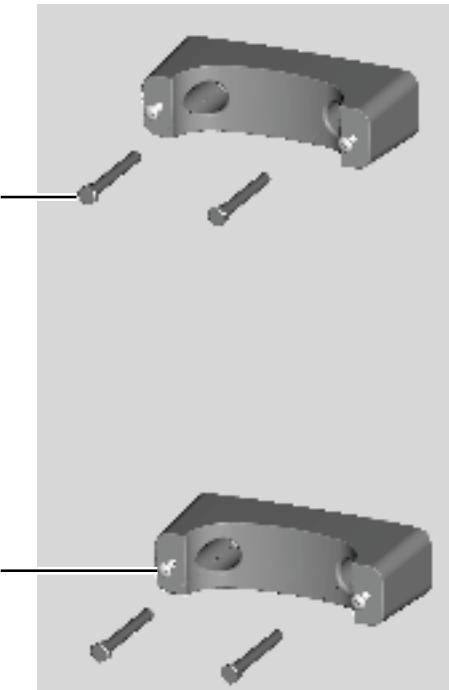
- If mounting to a hollow wall, bridge at least two studs using a 1-5/8" channel strut. For wood studs, use 3/8" lag bolts that are long enough to penetrate at least 2 1/2" into the stud. Then mount the supplied brackets to the channel strut using 3/8-16 x 1" long bolts, 3/8 ID x 13/16" OD washers, and 3/8-16 channel strut nuts.
- If mounting to a masonry wall, use 3/8" expanding masonry fasteners.
- If mounting to a wood wall, use 3/8" x 3" lag bolts.



## Step 3: Mount Rear Brackets to Wall

Separate the pre-assembled front and rear brackets by loosening (but not removing) the pre-installed screws. Leave about 3/4" (19 mm) protruding.

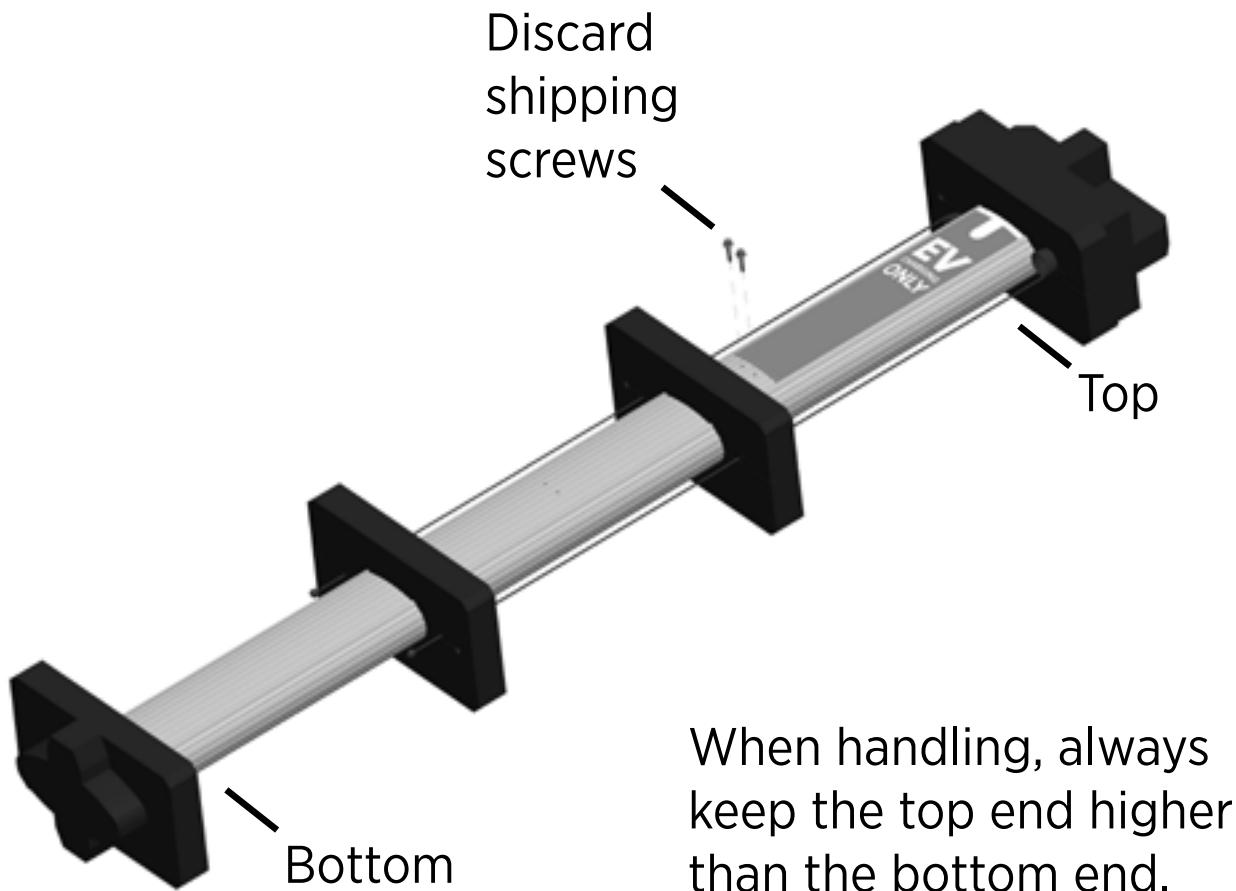
Mount each rear bracket to the wall using screws appropriate for the type of wall material.



## Step 4: Prepare Retractor for Mounting

To prepare the retractor for mounting:

- Position the retractor packaging so that the bottom of the retractor is near the bottom of the wall.
- **! IMPORTANT:** Do not unwrap the ropes.
- **Remove and discard the two 3/8" (10 mm) drive shipping screws from the front face of the retractor.**  
NOTE: When you remove the shipping screws, the retractor's counterweights are free to move in either direction. Therefore, **do not tilt or carry the retractor assembly with the top end lower than the bottom end.**
- Remove the foam packaging from the retractor.
- OPTIONAL: If necessary, remove or replace the EV PARKING sign. See Appendix C.



## Step 5: Mount Retractor

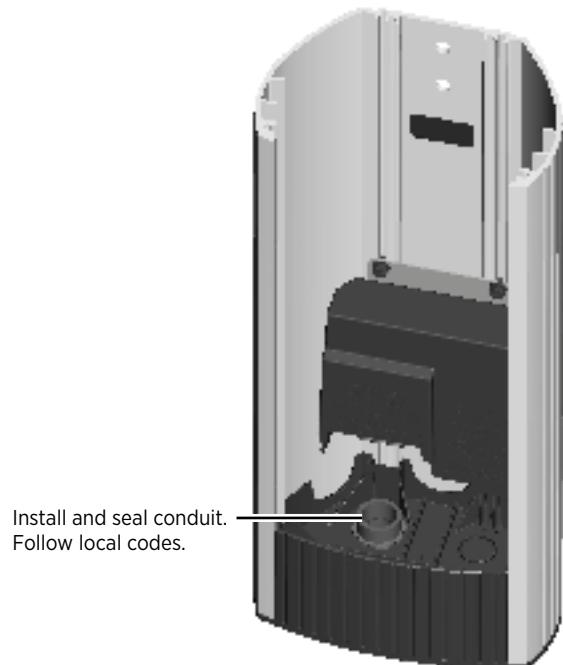
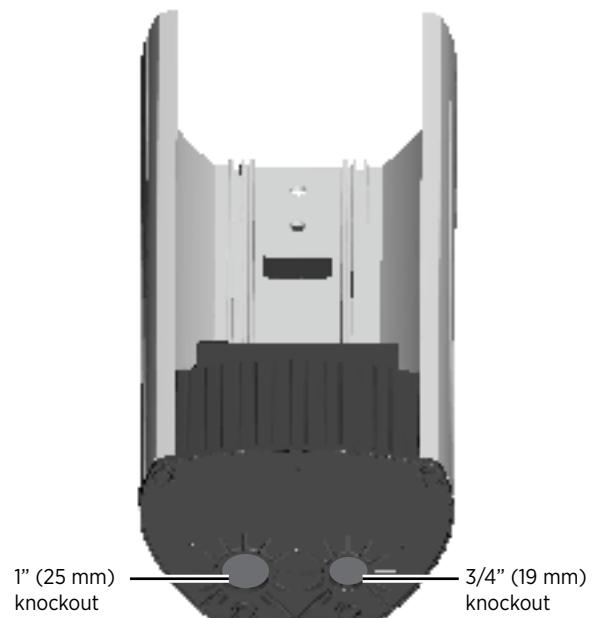
To mount the retractor assembly:

- Place the two front brackets where you can easily reach them.
- Tilt the retractor up against the rear brackets, with the front of the retractor facing towards you, as shown (mount holes visible).  
NOTE: The bottom of the retractor should rest on the ground.
- Place the top front bracket over the two corresponding screws protruding from the top rear bracket. You'll need to steady the retractor with one hand, while using the other hand to position the bracket.
- Repeat for the bottom bracket.
- Tighten all four screws to 60 in-lbs (7 Nm) using the Phillips screwdriver.
- Insert the slot cover, bottom first, into the slot at the bottom of the retractor.



## Step 6: Install Conduit

As shown, the base of the main body has two conduit knockouts: 1" and  $\frac{3}{4}$ " (25 mm and 19 mm). Using a flat screwdriver, remove the knockout for the appropriate conduit size.

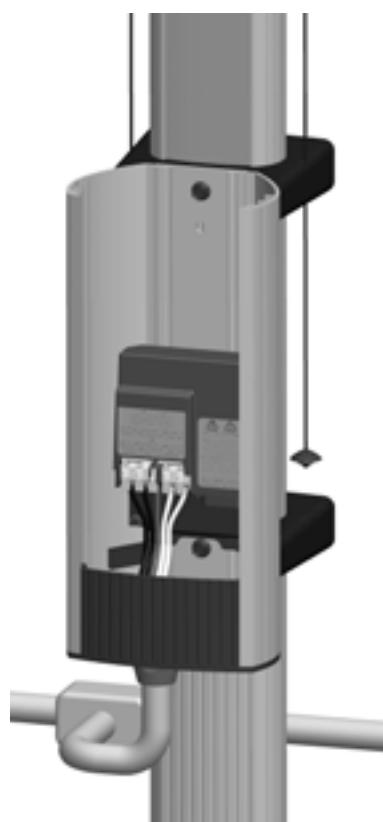
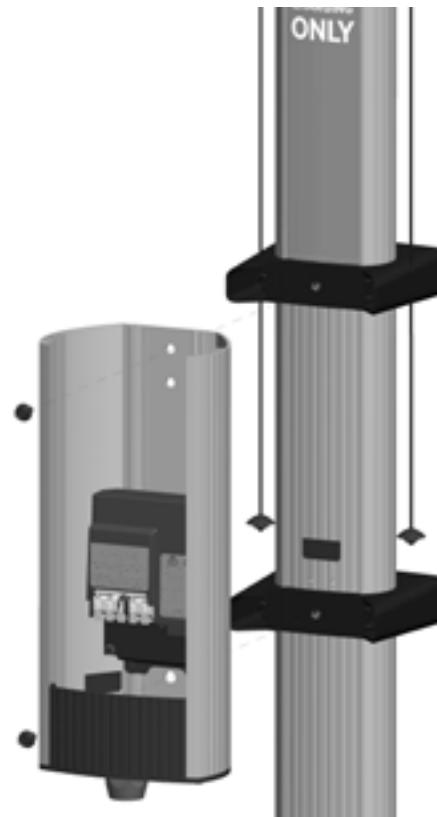


## Step 7: Install Main Body

- Expose the pre-drilled hole located below the terminal block. To do so, push the tab on the terminal block to release the cover plate, then slide the cover plate upwards until it stays in position:



- Remove the pre-installed flange bolts from the front brackets.
- Position the main body so that the top hole aligns with the top retractor bracket.
- Re-insert a 3/8 - 16 x 3/4" flange bolt into the top hole and finger tighten.
- Re-insert the other flange bolt into the lower mounting hole.
- Tighten both flange bolts to 50 in-lbs (117 Nm).
- Connect the conduit and run wiring through the conduit and into the main body of the station.



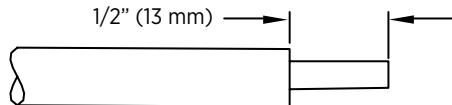
## Step 8: Connect Wiring



**IMPORTANT:** To power a dual-port station using a single 40A circuit, use the Power Share option provided in the Power Management Kit. Instead of following the instructions below, see Appendix B to properly install Power Share jumpers and relabel the station. After the station powers up, as described in Chapter 4, the on-screen Installation Wizard steps you through the process of configuring the station.

If you are not installing a power sharing kit, connect the wiring as follows:

- Strip wires  $\frac{1}{2}$ " (13 mm).



- Push the black tab on the terminal block to release the terminal block cover, then slide the cover up until it locks into the raised position:



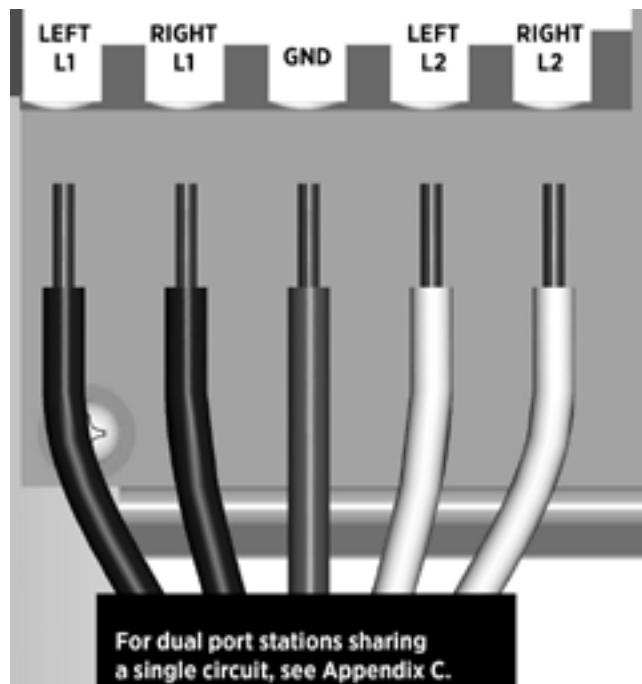
- Lift the corresponding white lever on the terminal block, insert the ground wire into the center connector, then push the lever down until it clicks into its fully closed position.
- Lift the corresponding white levers, insert the 240 VAC L1 and L2 wires, then push the levers down until they click into their fully closed position.



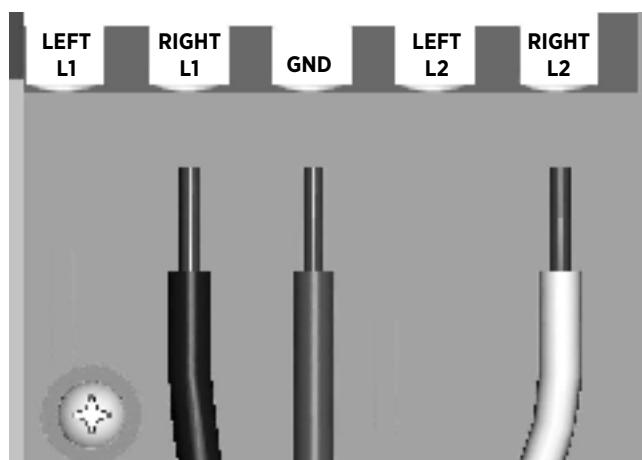
### WARNINGS:

- Use copper conductors only.
- Do NOT provide GFCI protection at panel. The CT4000 has built-in GFCI protection.
- In areas with frequent thunder storms, add surge protection at the service panel for all circuits.
- Use new circuit breakers only. Used breakers can damage equipment and introduce the potential for an electrical fire.**
- Ensure all power and ground connections, especially those at the breaker and buss bar, are clean and tight. Remove all oxide from all conductors and terminals before connecting wiring.**

For dual port stations:



For single port stations, use the connectors indicated for "RIGHT" side only.

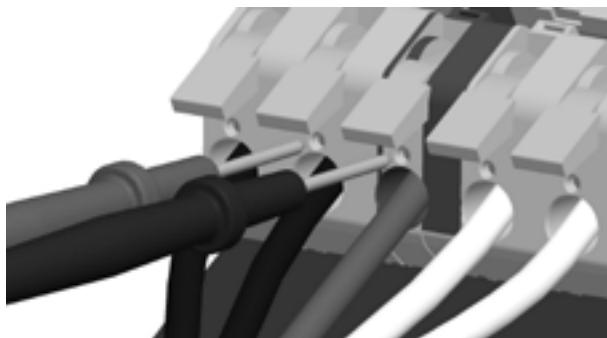


## Step 9: Check Voltages

- Turn power ON.
- Using a solenoid type voltage tester, check that the voltages at the charging station's terminal block are as follows:

Measure Between	Volts
L1 and L2	208/240
GND and L1	120
GND and L2	120

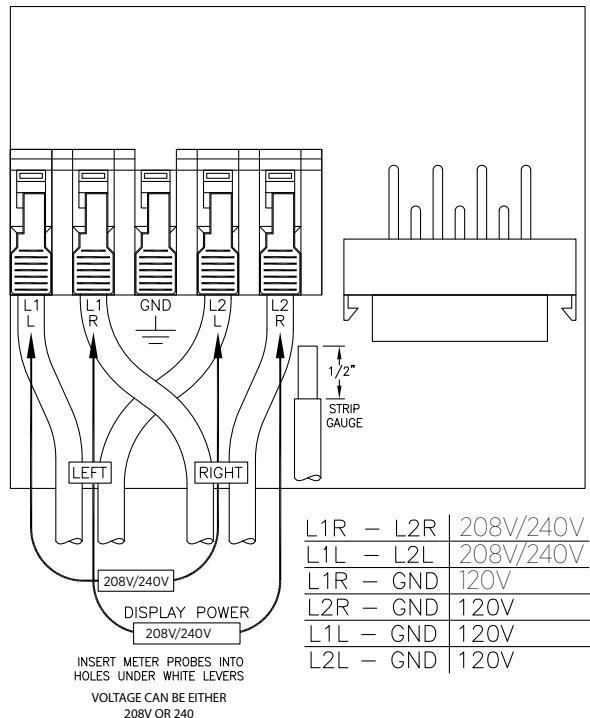
If the voltages are not as expected, ensure that the wiring has been properly connected as describing on the previous page. For detailed wiring diagrams and grounding requirements, see pages 1-4 to 1-6.



Before continuing, resolve any wiring issues and ensure that voltages are as expected.

- Turn power OFF.

### CT4000 Input Voltage Measurements



You have now finished installing the wall mount and are ready to install the head assembly and top cap. See Chapter 4.





# Installing the Head and Top Cap

# 4

## Before You Start

Before installing the head and top cap, you must complete the installation of the main body and its cable management system as described in a previous chapter. You need the following:

- Smart phone with camera and internet connection
- ChargePoint login (provided during ChargePoint Installer Certification training)
- Wire stripper
- #2 Phillips screwdriver

## Overview of Steps

Installing the head and top cap involves a few simple steps, summarized below and detailed in the remainder of this chapter:

1. Check Boxes for Correct Contents (page 4-2)
2. Prepare Head Assembly for Mounting (page 4-4)
3. Slide Head Assembly into Body (page 4-7)
4. Connect Head Assembly (page 4-8)
5. Use the Wizard to Complete the Installation (Page 4-9)
6. Secure Head Assembly (page 4-11)
7. Prepare the Station for Activation on ChargePoint (page 4-13)

When you have completed these steps, installation is complete.

## Step 1: Check Boxes for Correct Contents

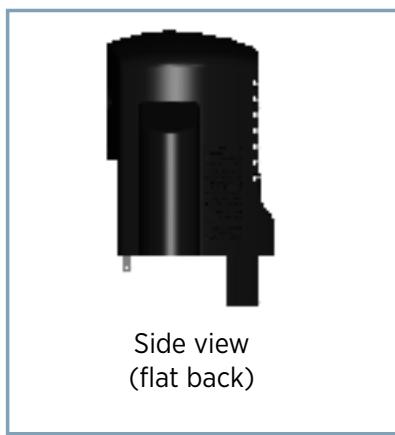
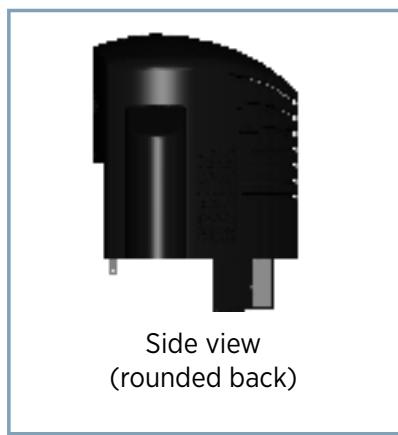
### Top cap

The station's top cap ships in a box containing:

- Top cap (1)
- Phillips screws (2) - in some cases, the top cap does not require screws and instead has integrated snaps that allow you to snap it onto the head assembly (see page 4-5)
- CT4000 Installation Guide (this document)

Pay attention to the top cap's attachment type. Some top caps are attached using screws, whereas others have integrated snaps. Instructions are provided for each type.

If installing both bollard and wall mount stations, also pay attention to the top cap's shape. As illustrated below, the back of the top cap is rounded for bollard stations, and flat for wall mount stations.



## Step 1 cont'd: Check Boxes for Correct Contents

### Head assembly

The station's head assembly ships in a box containing:

- Head assembly
- Rubber plugs (4) - two of these are spares.
- L-wrench (attached with a security tag on the side of the head assembly)
- Spare activation label (a duplicate label is attached to the head assembly)

**! IMPORTANT:** Keep the spare activation label for future reference. It contains critical information that is needed to document the radio groups when preparing the station for activation on ChargePoint (see page 4-15).

For gateway stations, a Network Enablement Kit is also included:

- SIM card
- Installation instructions

**! IMPORTANT:** Locate and retain the envelope containing the Network Enablement Kit, **located under the head assembly in the shipping box**. It contains critical components that allow the gateway station to communicate on the ChargePoint network (see installation instructions on page 4-4).

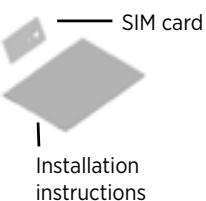


An activation label is attached to the head assembly. This duplicate label is provided to simplify the step of documenting the radio groups. It includes important information needed to activate the station on ChargePoint.



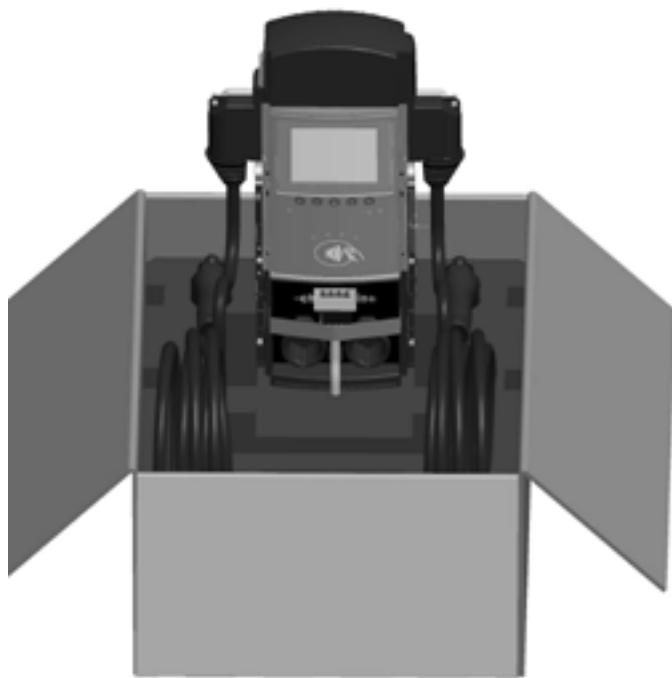
#### GATEWAY STATIONS ONLY:

The shipping box also includes an envelope containing the Network Enablement Kit.



## Step 2: Prepare Head Assembly for Mounting

- To prepare the head assembly for mounting, open the box and stand the head upright on its foam packaging, as shown.



- If you are installing a gateway station, install the Network Enablement Kit:
  - Remove the SIM card from its carrier by pushing it firmly.
  - Lift the rubber flap located on the left hand side of the head assembly, as shown.
  - Insert the notched edge of the SIM card into the slot, with the notch facing upward. Slide it into the slot and push it FULLY into the slot until it “clicks” into place. Refer to the orientation instructions printed on the side of the head assembly.

**TIP!** To push the SIM card into the slot, use a corner of the SIM card's carrier, as shown.

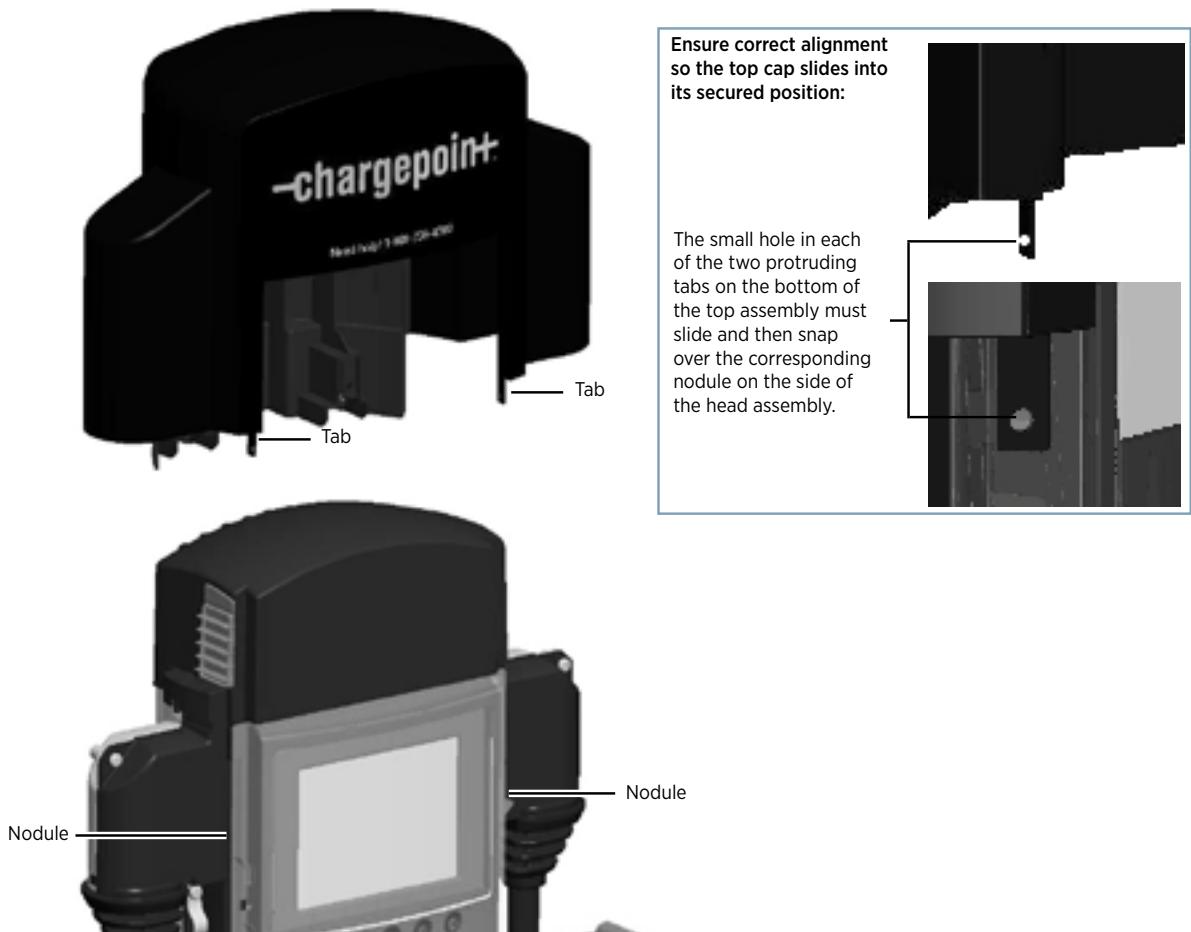


## Step 2 cont'd: Prepare Head Assembly for Mounting

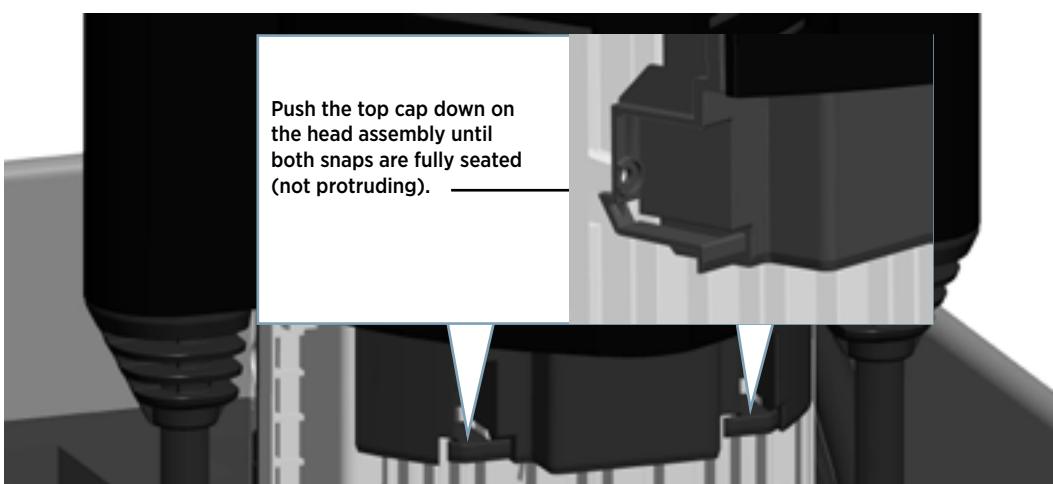
- Install the top cap. There are two types of top caps:
  - SNAP TYPE:** The back of the top cap has levered snaps (follow instructions below)
  - SCREW TYPE:** The back of the top cap has deep bosses for screws (follow instructions on the next page)

**TO INSTALL A SNAP TYPE TOP CAP** (to install a screw type top cap, see the next page)

- Place the top cap over the head assembly as shown, ensuring correct alignment.
- Push the top cap down onto the head assembly to secure it in place. Ensure that the front tabs are aligned over the nodules and the rear snaps are fully seated.

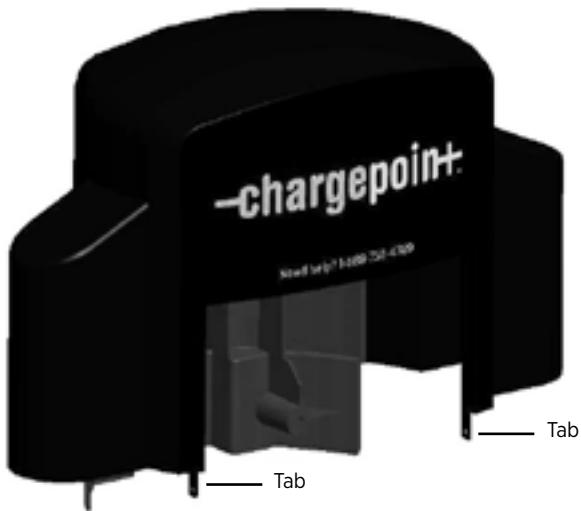


- Push the snaps located at the back of the top cap to secure the top cap to the head assembly. Ensure that both snaps are fully engaged.



**TO INSTALL A SCREW TYPE TOP CAP** (to install a snap type top cap, see the previous page)

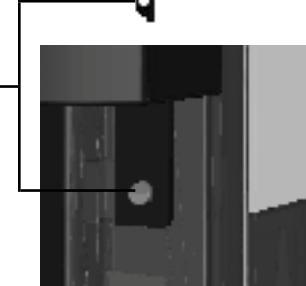
a) Place the top cap over the head assembly as shown, ensuring correct alignment.



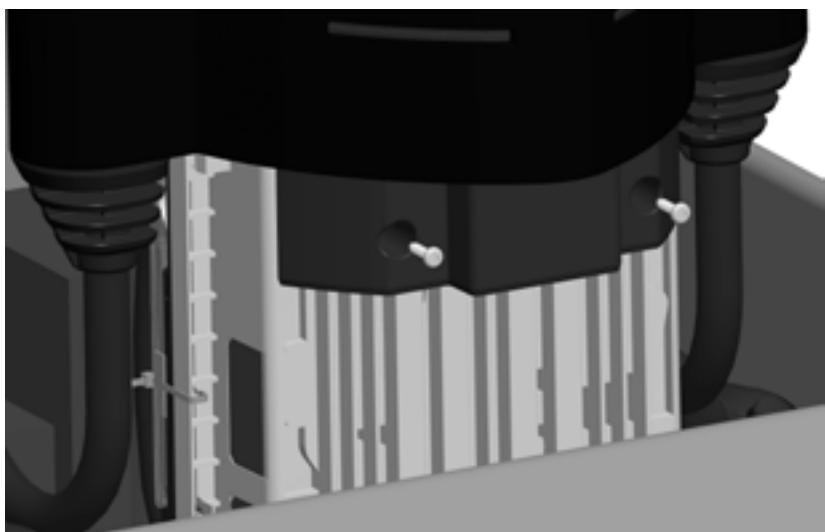
Ensure correct alignment so the top cap slides into its secured position:



The small hole in each of the two protruding tabs on the bottom of the top assembly must slide and then snap over the corresponding nodule on the side of the head assembly.



b) Using a Phillips screwdriver, secure the top cap to the head assembly by inserting the two supplied screws into the back of the top cap and tightening to 20 in-lbs (2.3 Nm).



## Step 3: Slide Head Assembly Into Body

Slide the head assembly into the main body until it is stopped by the head assembly's security tag.



**IMPORTANT:** Do not insert the charging connectors into the holsters until after you've powered up the station. Doing so causes the holsters to permanently lock.

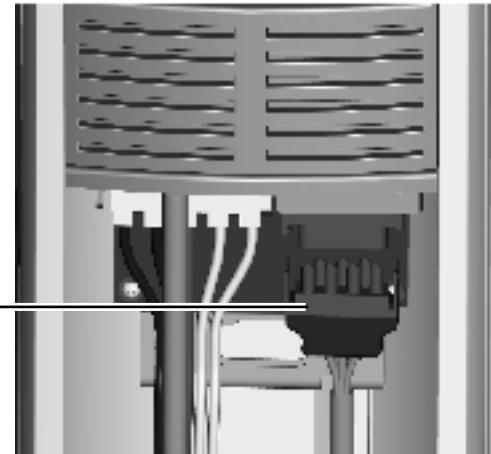


## Step 4: Connect Head Assembly

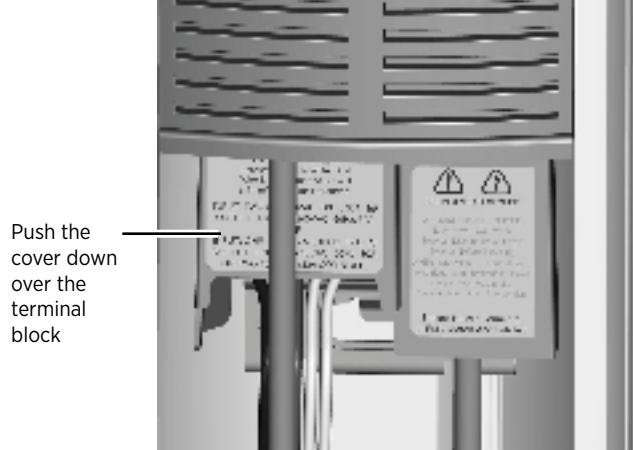
**! IMPORTANT:** If configuring a dual station to operate from only one circuit, or to operate at a current capacity lower than 30A per circuit, see Appendix B for information on Power Management.

Pull to remove the yellow strap from the blue connector.

Connect the blue connector to the blue receptacle by the terminal block, ensuring it “clicks” into place and is fully seated.



Push the cover down over the terminal block.



## Step 5: Use the Wizard to Complete the Installation

Power up the station to run the onscreen Installation Wizard, which helps you verify operation of the station and perform some basic setup tasks.

NOTE: If the station does not power up, check that the head assembly's blue rectangular connector is properly seated onto the terminal block.

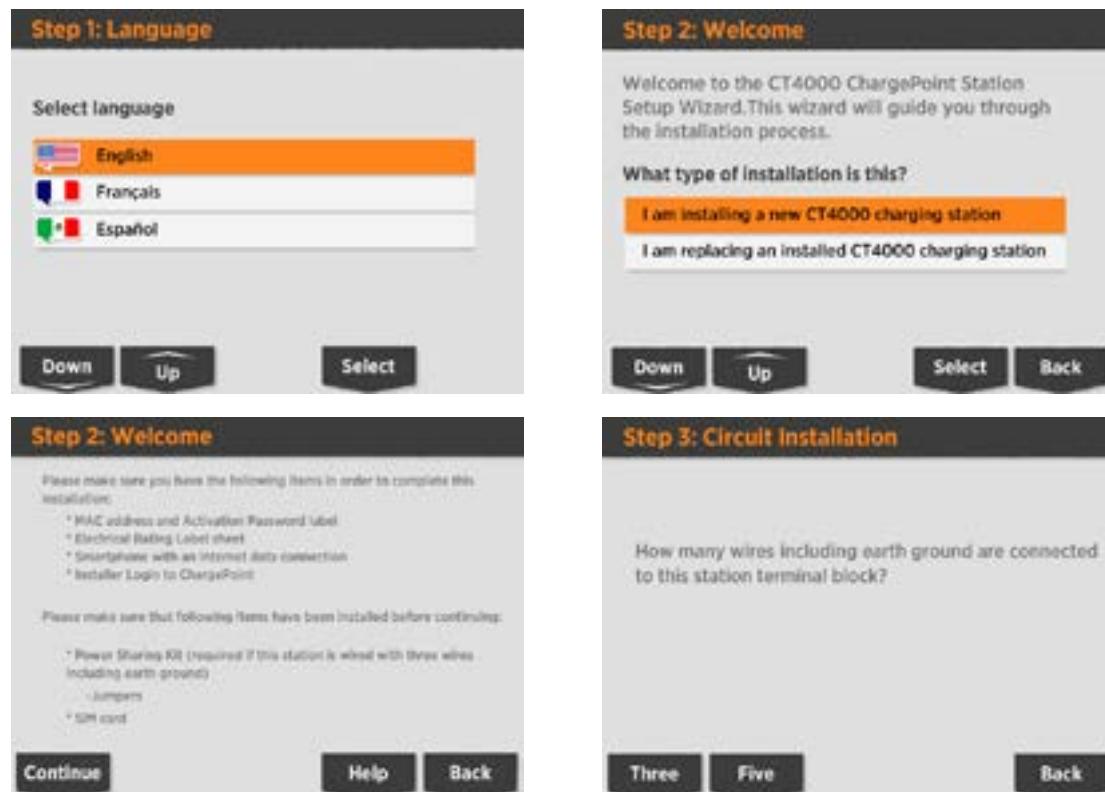
To complete the tasks in this Wizard, you must have completed ChargePoint Installer Certification training and received your ChargePoint installer login. You will also need a smart phone with a camera, internet connectivity, and one of the recommended QR Code scanning apps defined in the training.

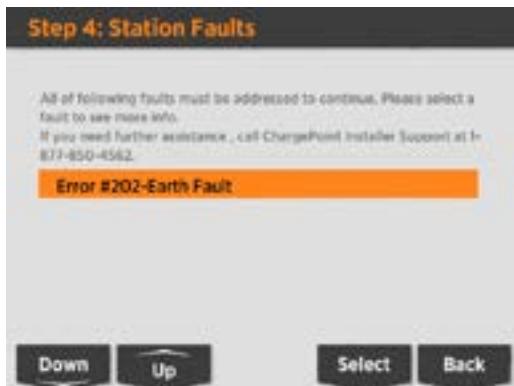
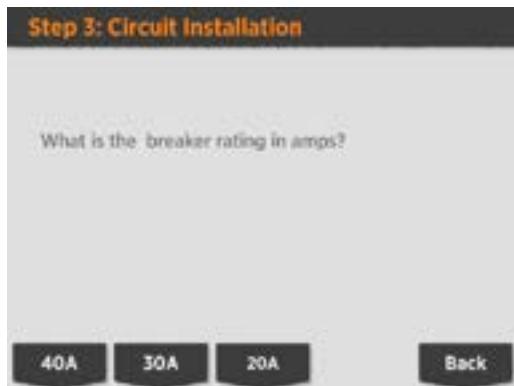
If you have not completed the ChargePoint Installer Certification training, please STOP and contact ChargePoint to sign up for training now.

The CT4000 Installation Wizard includes these tasks:

- Set language
- Enable Power Sharing (see Appendix B)
- Configure Power Select (see Appendix B)
- Apply the appropriate rating label (see Appendix B)
- Check for faults
- Test locking holsters
- Install cable clamps (see Appendix D)
- Pinpoint the station on a map
- Test network connectivity

The following images are an example of steps you will follow using the wizard:





The CT4000 Installation Wizard also includes a procedure for replacing a broken head assembly, which includes these tasks:

- Set language
- Configure the station for Power Share/Power Select (see Appendix B)
- Check for faults
- Test locking holsters
- Install cable clamps
- Transfer configuration from old station to new head

When using the Installation Wizard to replace a station, it is ready to use when the process is complete. The station owner does not need to activate the new station.

## NOTE - ELECTRIC RATING LABELS

If you are using either Power Sharing to share one circuit for two ports, or Power Select to limit the maximum output power of the station, the wizard instructs you to apply the appropriate Electrical Rating label. The wizard describes which Electrical Rating label you must attach to the station.

## NOTE - POWER MANAGEMENT KIT

If you are using Power Sharing to allow both ports on a dual port station to share a single 40A circuit, the wizard instructs you to install the jumpers that are provided in the optional Power Management Kit (ordered separately). For more information on Power Sharing, see Appendix B.

## NOTE - CABLE CLAMPS

The wizard describes how to install the cable clamps, which are included in the shipping box with the Cable Management Kit. For more information, see Appendix D.

## STARTING A CHARGING SESSION

A ChargePoint card is attached to the front page of this Installation Guide. Use this card to authorize a charging session. Make sure that both plug holsters unlock and that the station displays instructions on how to plug into the vehicle.

NOTE: The ChargePoint card supplied on the front cover can authorize up to ten charging sessions.

If you have performed the above steps, and the station operates as described and no errors exist, continue with the installation. If any of the above conditions are not met, resolve the error before continuing by referring to Chapter 5, Troubleshooting.

## Step 6: Secure Head Assembly

Remove the L-wrench by rotating it to the right until the security tag breaks. Lift the head assembly slightly and remove the L-wrench.

 **IMPORTANT:** If applicable, ensure the snaps on the top cap are fully engaged before lowering the head assembly. If they are not fully engaged, the head assembly will not be properly seated. See page 4-5.

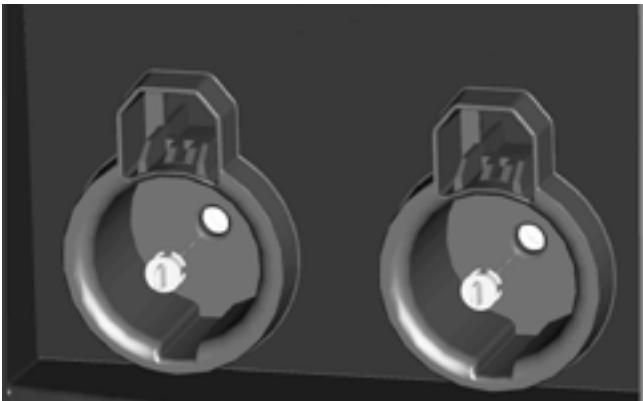
Lower the head assembly. Ensure the head assembly is fully seated and that no gap exists between the bottom of the head assembly and the main body. The head assembly fits tightly and may require extra downward force to ensure it is fully seated.

Using the L-wrench, tighten the two security set screws, located inside the holsters, to approximately 25 to 30 in-lbs (2.8 to 3.4 Nm).

Cover the screws using the two rubber plugs.

Insert the charging plugs into their corresponding holsters.

You have now finished the physical installation of the CT4000 charging station and are ready to prepare the station for activation on ChargePoint.



## Step 7: Prepare the Station for Activation on ChargePoint

Before leaving the installation site, you must prepare the station for activation. To do so, you will need activation labels for all gateway and non-gateway stations in this radio group. An activation label is included in the shipping box with each head assembly (see page 4-2).

Preparing the station for activation on ChargePoint involves filling in the double-sided form on pages 4-15 and 4-16, detaching this sheet from this document, and providing it to the person responsible for activating the station on ChargePoint. After doing so, the installation of the CT4000 charging station is complete.

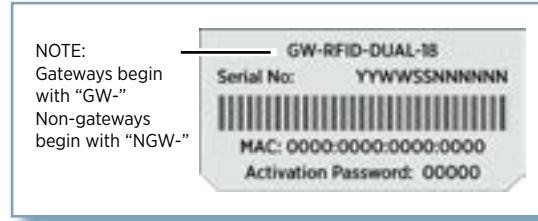
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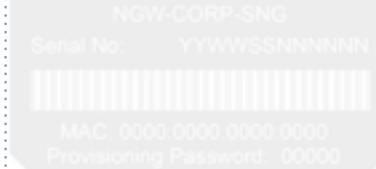
## Document the Radio Groups

For each radio group, attach spare activation labels below to document how stations are organized. After completing the next step on the reverse side, tear out this page and give it to the person responsible for activating the station. If installing multiple radio groups, use one page for each radio group (this page is included in all CT4000 Installation Guides).

Customer Name	
Site Address	

Gateway	<p>GW-CORP-SNG Serial No: YYWWSSNNNNNN  MAC: 0000:0000:0000:0000 Provisioning Password: 00000</p>
---------	--



Non-gateway	<p>NGW-CORP-SNG Serial No: YYWWSSNNNNNN  MAC: 0000:0000:0000:0000 Provisioning Password: 00000</p>	Non-gateway	<p>NGW-CORP-SNG Serial No: YYWWSSNNNNNN  MAC: 0000:0000:0000:0000 Provisioning Password: 00000</p>
Non-gateway	<p>NGW-CORP-SNG Serial No: YYWWSSNNNNNN  MAC: 0000:0000:0000:0000 Provisioning Password: 00000</p>	Non-gateway	<p>NGW-CORP-SNG Serial No: YYWWSSNNNNNN  MAC: 0000:0000:0000:0000 Provisioning Password: 00000</p>
Non-gateway	<p>NGW-CORP-SNG Serial No: YYWWSSNNNNNN  MAC: 0000:0000:0000:0000 Provisioning Password: 00000</p>	Non-gateway	<p>NGW-CORP-SNG Serial No: YYWWSSNNNNNN  MAC: 0000:0000:0000:0000 Provisioning Password: 00000</p>
Non-gateway	<p>NGW-CORP-SNG Serial No: YYWWSSNNNNNN  MAC: 0000:0000:0000:0000 Provisioning Password: 00000</p>	Non-gateway	<p>NGW-CORP-SNG Serial No: YYWWSSNNNNNN  MAC: 0000:0000:0000:0000 Provisioning Password: 00000</p>
Non-gateway	<p>NGW-CORP-SNG Serial No: YYWWSSNNNNNN  MAC: 0000:0000:0000:0000 Provisioning Password: 00000</p>	<p>NOTE: A radio group consists of one gateway station and up to nine non-gateways.</p>	

After completing both sides, cut or tear along dotted line and give it to the person responsible for activating the station.



## Post-Installation Checklist

Before leaving the installation site, complete this checklist for each radio group. Then tear out this page and give it to the person responsible for activating the station. If installing multiple radio groups, use one page for each radio group (this page is included in all CT4000 Installation Guides).

<input checked="" type="checkbox"/> Check each box below to confirm that the task has been completed for all stations within the radio group.	
<input type="checkbox"/> All mounting hardware is tightly secured and all stations are level and rock solid.	
<input type="checkbox"/> The two security screws inside the holster plugs on all head assemblies are tightened and the rubber plugs are in place.	
Cable retractors: <ul style="list-style-type: none"> <li><input type="checkbox"/> Cable clamp halves are assembled and screwed together with no gaps.</li> <li><input type="checkbox"/> All charging cables operate smoothly through full extension and retraction.</li> </ul>	
Voltages at all power plates have been verified with a solenoid type voltmeter (such as a Wiggy): <ul style="list-style-type: none"> <li><input type="checkbox"/> Line-to-Line measures 208/240VAC.</li> <li><input type="checkbox"/> Line-to-Earth measures 120VAC.</li> </ul>	
If Power Share Jumpers are installed: <ul style="list-style-type: none"> <li><input type="checkbox"/> All jumpers are fully inserted. Look for 1/8" (3 mm) depth.</li> <li><input type="checkbox"/> Power Share mode has been configured, using the on-screen Installation Wizard, for all power-shared stations and the station's display indicates that power sharing is in effect.</li> <li><input type="checkbox"/> The supplied Electrical Rating label has been applied above the terminal block and on the top cap as described in Appendix B.</li> </ul>	
If Power Select is applied: <ul style="list-style-type: none"> <li><input type="checkbox"/> Power Select has been configured using the on-screen Installation Wizard.</li> <li><input type="checkbox"/> The supplied Electrical Rating label has been applied above the terminal block and on the top cap as described in Appendix B.</li> </ul>	
<input type="checkbox"/> All steps of the Installation Wizard have been completed and that the station is currently showing the animation screen (illustrated on page 5-1), which describes how to use the station.	
<input type="checkbox"/> The radio group has been documented for activation by attaching the spare activation labels to the previous page.	

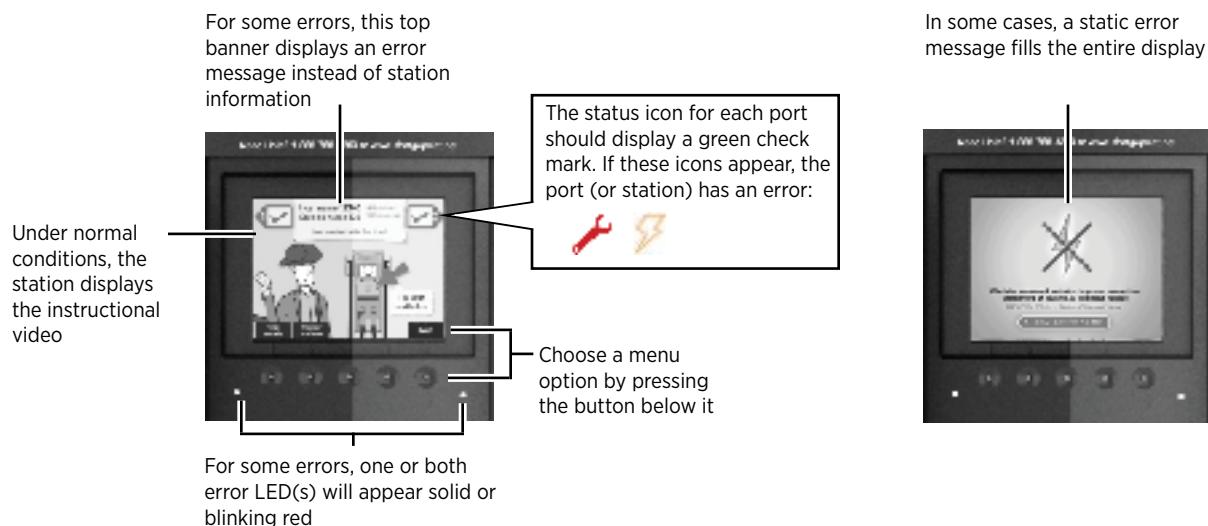
After completing both sides, cut or tear along dotted line and give it to the person responsible for activating the station.

# Troubleshooting

## Check the Station's Display

When the station is powered on and the Installation Wizard has been completed, you should see:

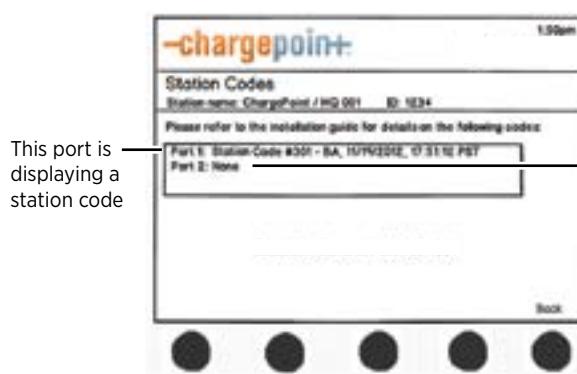
- The instructional video, and no error messages.
- The status icon for each port displaying a green check mark.
- both error LEDs are extinguished (for some errors, one or both error LEDs are solid or blinking red).



## Display Station Codes

To check the station for errors anytime after initial power up, follow these steps to display station codes.

1. Display the station's Service Menu:
  - if the station is not activated on ChargePoint, simultaneously press and hold the two leftmost buttons and the rightmost button for two seconds
  - if the station is activated on ChargePoint, scan your ChargePoint Service card
2. Press the station button immediately below the "HELP" menu option.
3. Press the station button immediately below the "DOWN" menu option to highlight "Station Codes".
4. Press SELECT.



If you see a station code, you must resolve or report the error before leaving the installation site. Station codes are described on the following pages.

## Description of Station Codes

Code	Symptom	Possible cause(s)	Recommended Action(s)
<b>In most cases, a driver can resolve the following station codes that begin with the digit "1":</b>			
101- Over Current Detection	 <i>n</i> = the number of the applicable port	During charging, the vehicle attempted to draw more power than allowed. The station stops delivering power to the vehicle.	Can indicate faulty wiring in the vehicle. End the session by inserting the station's plug back into its holster, then restart the session. If the error persists, call ChargePoint Customer Support at 1-877-850-4562.
102- Ventilation Requested	 <i>n</i> = the number of the applicable port	Vehicle requires ventilated charging which is not supported by the station. The station stops delivering power to the vehicle.	Driver will be unable to use the station to charge their type of vehicle. Call the vehicle manufacturer.
103- Soft Ground Fault	 <i>n</i> = the number of the applicable port	During charging, the station detected a ground fault. The station stops delivering power to the vehicle, but continues to retry every 30 seconds.	End the session by inserting the station's plug back into its holster, then restart the session. If the error persists, call ChargePoint Customer Support at 1-877-850-4562.
104- Immediate Ground Fault	 <i>n</i> = the number of the applicable port	On initial plug-in, the station detected a ground fault. The station stops delivering power to the vehicle.	End the charging session by inserting the station's plug back into its holster, then restart the session. If the error persists, call ChargePoint Customer Support at 1-877-850-4562.
<b>In most cases, an electrician can resolve the following station codes that begin with the digit "2":</b>			
201-SIM		<b>SIM Not Detected</b> - The SIM is either not installed or is incorrectly installed and the station can not communicate with the ChargePoint network.	Disconnect power and install (or re-install) the SIM card as described on page 5-4. If the error persists, call ChargePoint Customer Support at 1-877-850-4562.
202-EF		<b>Earth Fault</b> - The station has detected a poor ground connection and the station is not operational.	Disconnect power and check that the station is properly grounded as described on page 1-7. After ensuring the station is properly grounded, reconnect power. If the error persists, try unplugging the head assembly and plugging it back in. If the error continues to persist, call ChargePoint Customer Support at 1-877-850-4562.
203-SNP	The banner between the port icons displays <b>"STATION NOT ACTIVATED ON CHARGEPOINT - GRACE SESSIONS REMAINING (N)."</b> When all grace sessions have been used: 	<b>Station not activated</b> - The station can be used to charge for the specified number of remaining grace sessions. When all grace sessions have been used, the station is not operational.	Arrange for the station to be activated on ChargePoint by completing the steps in Chapter 4.
204-NGNP	Before activation: The banner between the port icons displays <b>"NO GATEWAY WITHIN RANGE."</b> After activation: All you will see is the code listed on Help > Station Codes.	<b>Non-Gateway Not Paired</b> - The station is set up to communicate with a gateway station that is either not within range, or is not powered on.	Verify that the gateway station is powered on and located within 150 feet line of sight (no obstructions). If the error persists after these requirements are met, call ChargePoint Customer Support at 1-877-850-4562.

Code	Symptom	Possible cause(s)	Recommended Action(s)
205-UNS	<p>Before activation: The banner between the port icons displays <b>“NETWORK SIGNAL NOT DETECTED.”</b> After activation: All you will see is the code listed on Help &gt; Station Codes.</p>	<p><b>Unknown Network Signal</b> - The gateway station is unable to establish a network connection on AT&amp;T/Verizon (US) or Rogers (Canada).</p>	<p>Ensure the station is receiving an adequate signal strength from the cellular network. To do so, display the Service menu*, then:</p> <ul style="list-style-type: none"> <li>Check the network signal for each type of modem by choosing: Basic mode &gt; Display last measured RSSI. The strength of the signal should be A, B, or C.</li> <li>If the network signal is Grade D, or if a better network signal is available on the other type of modem, change modems by choosing: Basic mode &gt; Change modem technology (CDMA or GSM).</li> </ul> <p>If the signal strength is either weak (D) or not available for both CDMA and GSM, arrange for cellular repeaters to be installed near the installation site.</p> <p>If the error persists when the station shows a strong network signal, call ChargePoint Customer Support at 1-877-850-4562.</p> <p>*To display the station's Service Menu, scan your ChargePoint Service card (if the station is activated) or, if the station is not activated, press the three station buttons as described on page B-3.</p>
206-FLC	<p>Before activation:</p>  <p>Check for ungrounded neutral or improper connection Unbalanced or floating AC line input voltage. Call 1-877-850-4562</p> <p>After activation: You will see the code listed on Help &gt; Station Codes and the port status icons will show:</p>  <p><i>n</i> = the number of the applicable port or</p>  	<p><b>Floating Line Connection</b> - The voltage of an AC input line has fallen below 80 volts AC relative to ground. Even if the line to line voltage measures nominally 208 or 240 volts, the voltage of each line must be greater than 80 volts when measured to ground.</p> <p>The two most common causes of a Power Line Fault are:</p> <ul style="list-style-type: none"> <li>A poor connection in the wiring supplying power and the ground connection to the station. There could be a poor connection between the buss bar and circuit breaker, the breaker to the branch circuit feeding the station, or at any splice along the branch circuit.</li> <li>The station is connected to an incompatible improperly grounded power source. All power and ground connections must be clean and tight and carry the full rated current of the station. Do not connect the station to an ungrounded (floating neutral) system, a corner grounded Delta system, or the high (or “stinger” leg) of a center grounded Delta system.</li> </ul>	<p>Correct any faulty connections.</p> <p>Verify that the station is connected to a system with its neutral properly grounded according to NEC Article 250.</p> <p>Verify the station is connected to one of the system types described in Chapter 1.</p> <p>If the error persists, call ChargePoint Customer Support at 1-877-850-4562.</p>

Code	Symptom	Possible cause(s)	Recommended Action(s)
<b>ChargePoint Support may need to resolve the following station codes that begin with the digit "3":</b>			
301-BA	 	<b>Breakaway Fault</b> - The cable has been removed from the station or is damaged. The station is not operational.	Call ChargePoint Customer Support at 1-877-850-4562 to arrange to have the station replaced.
302-GST	 <i>n</i> = the number of the applicable port or  	<b>GFCI Self Test Failed</b> - The station detected a ground fault during power up and is not operational.	End the session by inserting the station's plug back into its holster, then restart the session. If the error persists, call ChargePoint Customer Support at 1-877-850-4562.
303-RSC	 <i>n</i> = the number of the applicable port or  	<b>Relay Stuck Closed</b> - When attempting to end a charging session, the relay stays closed. Although the driver can return the station's plug to its holster, the station doesn't end the session. Therefore, a new session can not be started.	Call ChargePoint Customer Support at 1-877-850-4562 to arrange to have the station replaced or repaired.
305-LCO	 	<b>Pilot Unreachable</b> - The station is out of service.	Disconnect and reconnect power. If the error persists, call ChargePoint Customer Support at 1-877-850-4562 to arrange to have the station replaced or repaired.
306-BF	 	<b>Boot Fault</b> - The station is out of service.	Disconnect and reconnect power. If the error persists, call ChargePoint Customer Support at 1-877-850-4562 to arrange to have the station replaced or repaired.
307-HE	 	<b>Hardware Error</b> - The station is out of service.	Disconnect and reconnect power. If the error persists, call ChargePoint Customer Support at 1-877-850-4562 to arrange to have the station replaced or repaired.

## Charging Cable Doesn't Move Freely

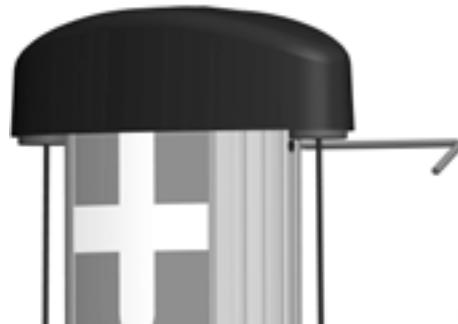
If the charging cable does not extend or retract fully and smoothly, it is likely that its rope has come off the pulley and you must re-position it.

### You will need:

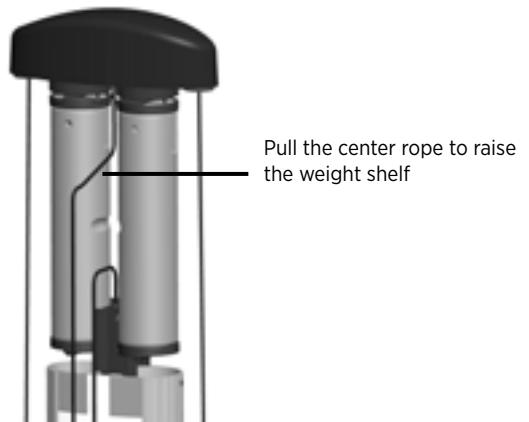
T25 L-wrench

### Follow these steps:

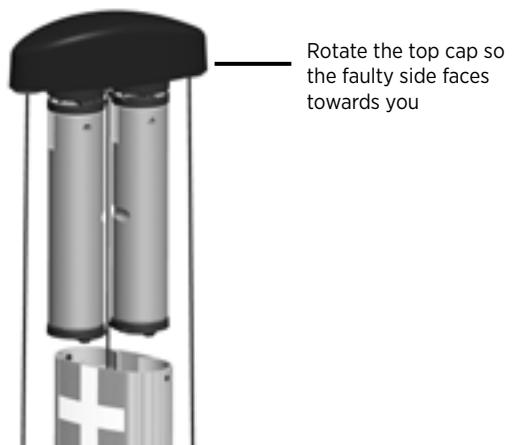
1. Using the T25 L-wrench, loosen the set screws on each side of the retractor below the top cap.



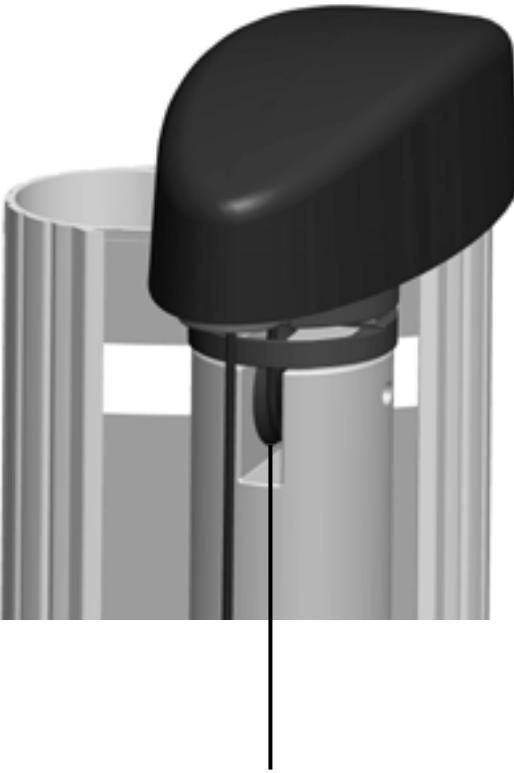
2. Each rope is attached to a weight that sits on a shelf. Pull the weight shelf up by pulling the rope located in the middle of the top cap.



3. Rotate the top cap so the weight controlling the rope that doesn't move freely is facing towards you.



4. Inspect the rope to ensure it is properly aligned onto the pulley.
5. Carefully lower the weight back into the retractor.
6. Rotate the top cap back into position and re-tighten the set screws to about 10 in-lbs.



Ensure the rope is properly aligned onto the pulley

# Preparing the Installation Site for a Bollard Mount

A

## Before You Start

The ChargePoint® Charging Station's bollard mount can be installed either:

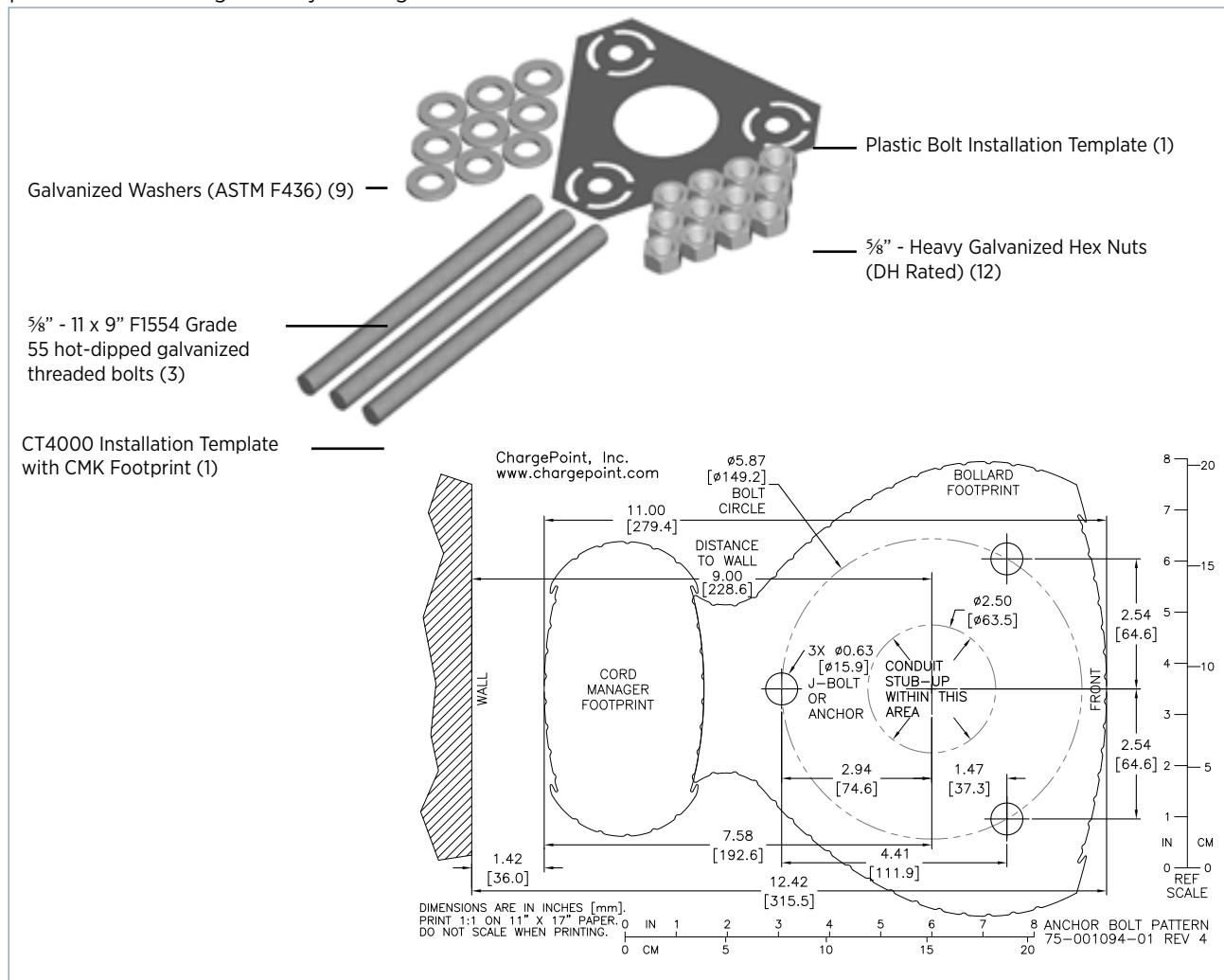
- into the ground
- onto an existing concrete surface (on an intermediate floor only)

The kit components you need to use, the tools required, and the installation steps vary depending on the type of installation. This appendix provides basic guidelines for both types of installations.

 **IMPORTANT:** Always check local codes to ensure compliance. You may need to adjust the guidelines provided in this appendix to comply with codes that apply at your installation location.

## Installation Overview

To install the CT4000 bollard mount into the ground, you will need the components shown below. These components can be purchased from ChargePoint by ordering a CT4000 Concrete Mount Kit.



**\*NOTE:** When installing onto an existing concrete surface, you will need only 6 Galvanised Hex Nuts and 6 Galvanised Washers. But you will need several consumables as described on page A-3.

## Casting into New Concrete

Before casting into new concrete, review the site for suitability to install a CT4000. The CT4000's Clean Cord Technology requires space behind the power stub-up for the Cord Management Kit (CMK). To ensure adequate space, refer to the illustrations below and to the CT4000 Installation Template (75-001094-01) included in this installation kit.



### IMPORTANT:

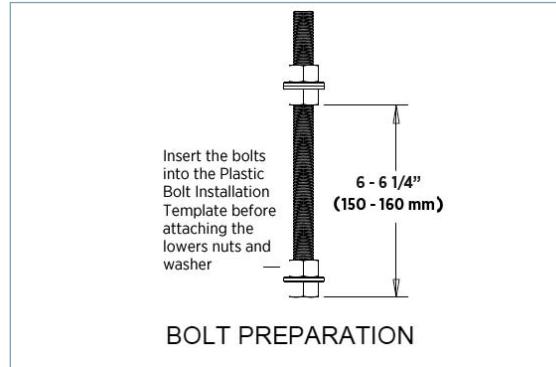
- Always check local codes to ensure compliance. You may need to adjust these instructions to comply with codes that apply at your installation location.
- The concrete block must measure at least 24" on all sides.
- The bolt threads must extend 3" above the concrete.
- The conduit must be at least 1 1/2" in diameter and extend 12" to 24" above the concrete.
- Refer to the CT4000 Installation Guide for detailed installation instructions.

### Kit Components Needed

You will need the entire contents of the CT4000 Concrete Mount Kit.

### Follow These Steps

1. Install two nuts, with two washers captured between them, onto each of the three bolts, as illustrated. Lock them together so the lower end of the upper nut is located 6 - 6 1/4" from the bottom of the bolt. This sets the length of the exposed threads.
2. Insert the three bolts through the Plastic Bolt Installation Template. This ensures the relative position of the bolts and that the flange of the pole fits over the bolts.
3. On the bottom of each bolt, install a nut, a washer, and a nut. Lock the two nuts together so that the lower nut aligns to the bottom of the bolt.
4. Immediately after pouring the concrete, push the bolts into the concrete 6" deep, as illustrated. Ensure correct alignment and that the top 3" of the bolts remain exposed. Rotate the bolts as you insert them to draw concrete into the threads.

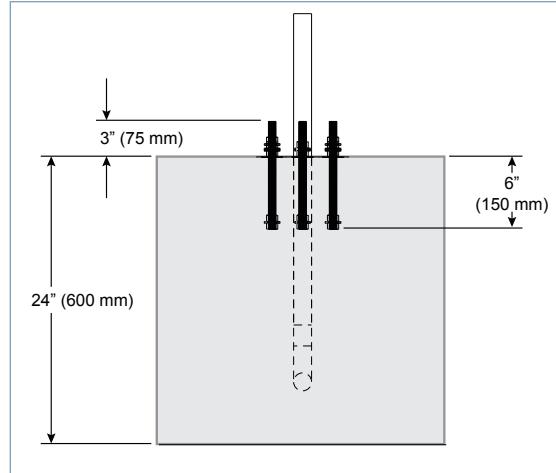


### NOTE:

- It is important to rotate the bolts as you insert them. This allows the concrete to fully coat the threads of the bolts, reducing the amount of trapped air.
- The Plastic Bolt Installation Template template can be left in place.

5. When the concrete is fully set, remove the upper nuts and one washer to install the bollard's mounting post.

You are now ready to install the CT4000's bollard mount. Refer to the CT4000 Installation Guide.



## Installing on Existing Concrete

If installing on existing concrete, perform the following tasks:

- Review the site for suitability to install a CT4000. The CT4000's Clean Cord Technology requires space behind the power stub-up for the Cord Management Kit (CMK). To ensure adequate space, reference the CT4000 Installation Template (75-001094-01) included in this installation kit.
- Review the dimensions of the existing concrete slab. To safely mount a CT4000 charging station, the concrete must be at least 6" thick. At this thickness, all of the CT4000's mounting bolts must be positioned at least 15" from the front edge, at least 12" from the side edges, and at least 6" from the rear edge of the concrete slab.
- If an existing charging station is already in place at the installation site, turn off all power to the station and disassemble according to the original manufacturer's instructions. Cut away any existing bolts or non-power conduit stub-up to ground level. You may need to plug cut-away conduits at the slab end, and disconnect wiring at the other end.

 **IMPORTANT:** Always check local codes to ensure compliance. You may need to adjust these instructions to comply with codes that apply at your installation location.

### Kit Components Needed

The CT4000 Concrete Mount Kit contains 12 Heavy Galvanized Hex Nuts and 9 Galvanized Washers. You will need only 6 of each.

### Tools Required

Electric drill or Hammer drill (½" chuck may be required depending on drill bits used) (1)

### Consumables Required

These consumables can be ordered online directly from McMaster (McMaster Product #s are included in the table below). Delete any items you already have, and change quantities to accommodate the number of stations you are installing.

NOTE: The consumption rate of these products will vary depending on conditions at the installation site.

Quantity	McMaster Product #	Description	Purpose
1*	7505A55	Epoxy Adhesive for Concrete, 9.3 Ounce Cartridge (includes two mixing nozzles)	Filling drilled holes.
1*	7505A56	Mixing Nozzles for 9.3 Ounce Epoxy Adhesive for Concrete	Filling drilled holes. NOTE: You may need extra mixing nozzles to accommodate delays of over three minutes when applying epoxy.
1	7622T23	Ratchet Rod Caulk Gun with Half-Barrel Frame for 10-13 Ounce Cartridge, 6:1 Thrust	Filling drilled holes. NOTE: Any standard caulk gun will work.
1	7437K35	Electrical Cleaning and Maintenance Aerosol, Any Angle Spray Duster, 8 Ounce Net Weight	Cleaning drilled holes.
1	2960A22	Slow Spiral Round-Shank Masonry Drill Bit, ¾" diameter, ½" Shank, 10" Drill Depth, 12" Length Overall	Drilling ¾" holes in concrete. NOTE: The holes must be at least 6" deep.
1	28655A25	Drill Bit for Concrete Embedded Rebar, Round, ¾" bit size, ½" Shank diameter, 12" Length Overall	Drilling ¾" hole through rebar.
1	7221T13	Nylon Loop-Handle Brush, ¾" Brush Diameter, 3" Length Brush, 8 ½" Length Overall	Cleaning drilled holes.
1	9753K47	Push-on Round Cap, fits 5/8" - 1 1/16" OD, ½" Inside Height, Packs of 100	Keeping the epoxy inside the drilled holes in situations where the slab is only 6" deep.

\* Quantity based on installation of one charging station.

### Follow These Steps

1. Install two nuts with two washers captured between them. Lock them together so the lower end of the nut is located 6" from the bottom of the bolt. This sets the length of the exposed threads.
2. Use the Plastic Concrete Bolt Installation Template to mark the hole locations.
3. Remove the template and drill three  $\frac{3}{4}$ " diameter holes 6" deep into the concrete. When locating the template, consider the charging station's total footprint. For reference, a template for the CT4000 charging station with CMK is included in this kit.

NOTE:

- It is important that the bolts are parallel after installation. Therefore, ensure the drill holes are plumb by using a bubble level to check the angle of the drill after drilling 1 to  $1\frac{1}{2}$ ".
- If installing over existing buried conduit, position the center of the template around the conduit stub-up.
- You may need two drill bits - one for the concrete (with the pilot) and another for the rebar (without the pilot). Always start the hole using the standard drill bit, then switch to the rebar drill bit only if drilling through rebar.

4. Remove all dust from inside the drilled holes using compressed air, or a vacuum and/or a brush.
5. If the concrete slab is only 6" deep, insert a plug (McMaster Product #9753K56) in each hole to keep the epoxy in place until it hardens. Place the plug over the long end of a bolt and then use the bolt to push the plug to the bottom of the hole.
6. Fill each hole with epoxy to about  $2\frac{1}{2}$ " to 3" below the top. Continue immediately to the next step because the epoxy sets within about eight minutes.

NOTE: Inserting the threaded bolts displaces the epoxy, causing it to fill the holes to grade level. If the epoxy is below grade level, you can add more after the next step.

7. Place the Plastic Concrete Bolt Installation Template over the holes. This ensures the relative position of the bolts and that the flange of the pole fits over the bolts.
8. Insert the bolts through the template, into the holes. Rotate the bolts as you insert them to draw epoxy into the threads.

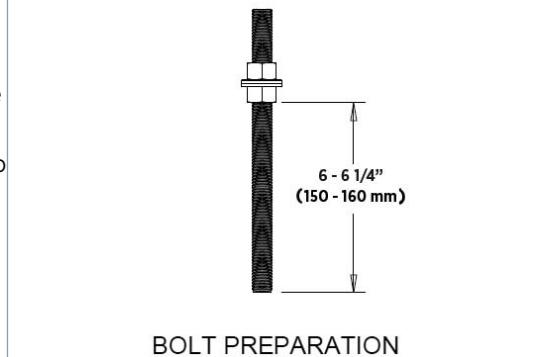
**IMPORTANT:** The epoxy is very thick. Therefore, it is important to rotate the bolts as you insert them. This allows the epoxy to fully coat the threads of the bolts, reducing the amount of trapped air.

NOTE: The installation template can be left in place.

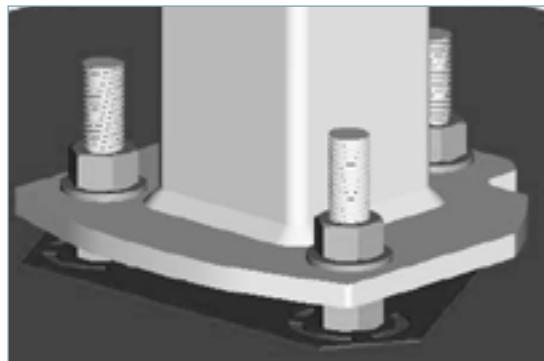
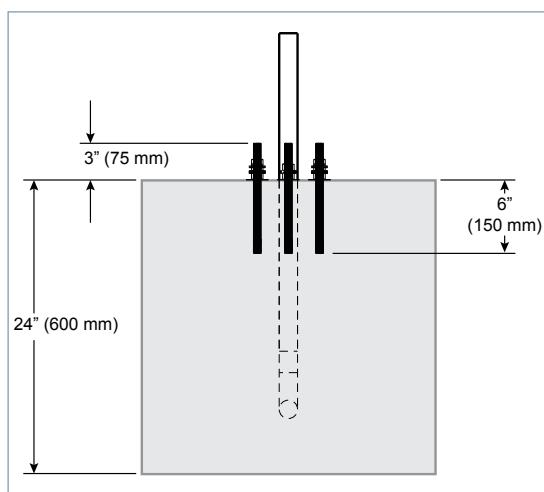
9. If needed, top up the holes with epoxy to grade level.
10. Allow the epoxy to cure for at least 15 minutes\* before removing the top nuts and washers.
11. Allow the epoxy to cure for 45 minutes\* before applying torque to the nuts.

*\*Epoxy cure times assume you are using epoxy ordered from McMaster (Product # 7505A55). If using a different type of epoxy, you may need to adjust these times. Refer to the cure times provided with the epoxy.*

You are now ready to install the CT4000's bollard mount (see Chapter 2).



BOLT PREPARATION



# CT4000 Power Management Instructions

B

As shipped, a CT4000 charging station provides up to 30A of output power to each charging port. The Power Management Kit (ordered separately) provides two features that you can use to adjust the station's output power:

- Power Share allows both ports on a dual-port station to share a single circuit. In a default configuration, a dual-port CT4000 requires two 40A circuits. With Power Share, both ports can share one circuit.
- Power Select allows the station to operate at a lower current. When the total current capacity is less than the standard 30A per circuit, you can use Power Select to configure the station to operate at a lower current.

## Before you start

Before using the Power Management Kit:

- Refer to the site design to determine the charging station's power requirements.
- Install the charging station's main body as described in Chapter 2 (Bollard Mount) or 3 (Wall Mount). If you are configuring Power Share, do not connect the wiring—you will first need to install the jumpers as described on page B-2.

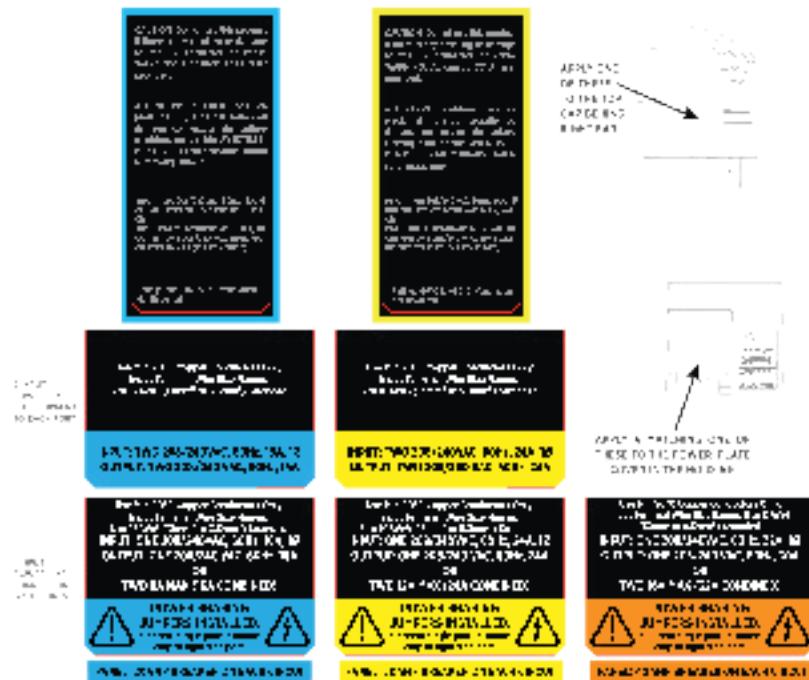
**! IMPORTANT: To configure Power Select, the station must be running software version 4.1.3 or later. To verify software version, power up the station and display the station's Service Menu as described on page B-3. Press the station button immediately below the "HELP" menu option, then press the station button immediately below the "DOWN" menu option to highlight "About", then press "SELECT". If a previous version of software is installed, call ChargePoint Customer Support at 1-877-850-4562 so they can upgrade the station's software.**

## Kit Contents

**Jumpers (2)**  
(Required for Power Share)



**Electrical Rating labels**  
(Whenever you change the station's default power configuration, you must apply a new label to the terminal block cover)



## Power Share - Overview of Steps

1. Install jumpers and connect the wiring
2. Apply the Electrical Rating label
3. Complete the station installation (for new installations)
4. Enable Power Share

## Power Share - Step by Step Instructions

### Step 1: Install jumpers and connect wiring

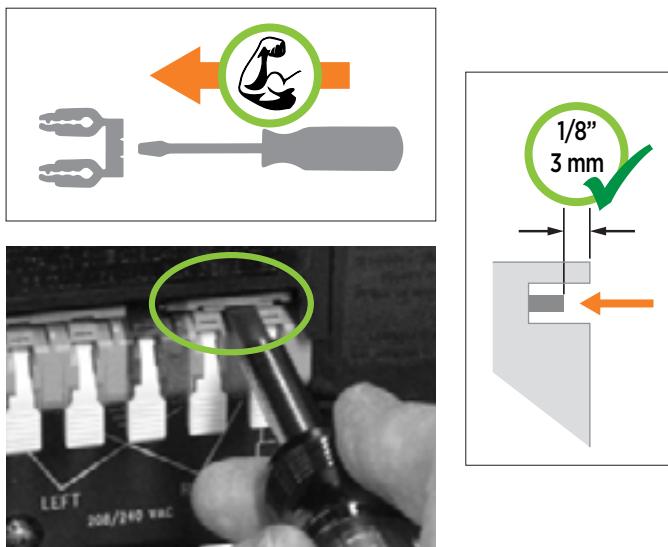


**WARNING:** Disconnect power before you begin.

Push the black tab on the terminal block to release the terminal block cover, then slide the cover up until it locks into the raised position:

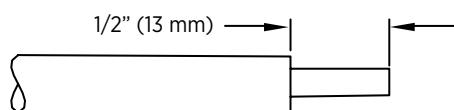


Insert the jumpers into the slots located near the upper edge of the terminal block. Using a large flat blade screwdriver, push firmly on each jumper until you feel it lock into place.



**! IMPORTANT:** Ensure both jumpers are fully seated. The jumpers should recede  $1/8"$  (3 mm) below the outer surface of the terminal block, as shown. If they are flush, they are not fully inserted.

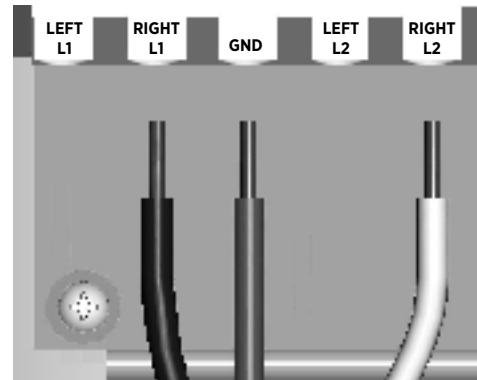
Strip wires  $1/2"$  (13 mm).



Lift the white lever on the terminal block that corresponds with the ground connection (center), insert the ground wire, then push the lever down until it clicks into its fully closed position.

Lift the white levers on the terminal block that corresponds with the RIGHT port's L and N connections. Insert the L and N wires fully into the terminal block, then push the levers down until they click into their fully closed positions.

**NOTE:** The connections for the left port are not used. Power for the left port is carried through the jumpers.



#### **WARNINGS:**

- Use copper conductors only.
- Do NOT provide GFCI protection at the panel—the CT4000 has built-in GFCI protection.
- Use breakers rated at 40A (or lower, if you are configuring the station to operate at a lower current capacity as described on the following page).
- In areas with frequent thunder storms, add surge protection at the service panel for all circuits.
- **Use new circuit breakers only. Used breakers can damage equipment and cause a fire risk.**
- **Ensure all power and ground connections, especially those at the breaker, are clean and tight. Remove all oxide from all conductors and terminals before connecting wiring.**

## Step 2: Apply the Electrical Rating labels

Described on page B-5.

## Step 3: Complete the station installation

Install the head assembly and top cap as described in the CT4000 Installation Guide.

## Step 4: Enable Power Share

Power up the station. If the Installation Wizard displays, follow the onscreen instructions to enable Power Sharing. If the Installation Wizard does not display, configure Power Sharing using the Service Menu as described below.

Display the station's Service Menu:

- if the station is not activated on ChargePoint, simultaneously press and hold the two leftmost buttons and the rightmost button for two seconds.
- if the station is activated on ChargePoint, scan your ChargePoint Service card.

Select **Basic mode**.

Scroll down to select **Power Sharing Configuration**.

Select **Enable**.

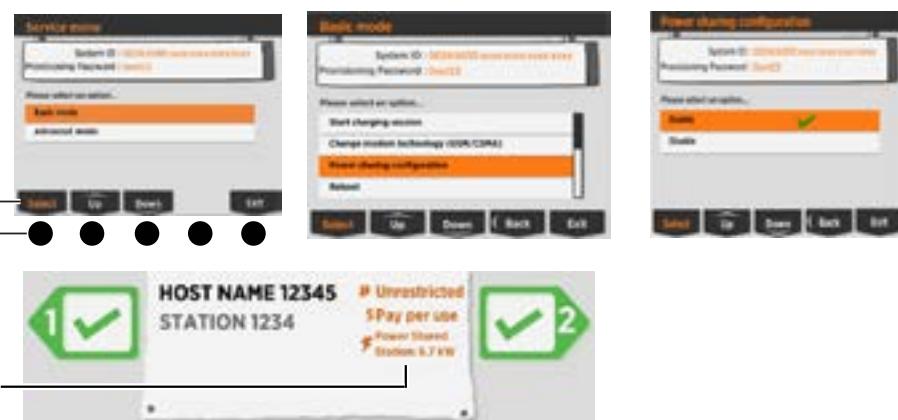
Select **Exit** to leave the Service Menu.

Confirm that the station's display indicates that power sharing has been configured.



If the Installation Wizard does not display upon power up, simultaneously press and hold these three buttons for two seconds to display the Service Menu on an unactivated station

Press the button immediately below the menu item to choose the associated function



The station indicates that power sharing is configured

## Power Select - Overview of Steps

1. Configure Power Select
2. Apply the Electrical Rating label

## Power Select - Step by Step Instructions

### Step 1: Configure Power Select

Power up the station. If the station displays the Installation Wizard, follow the onscreen instructions to enable Power Select. If the station does not display the Installation Wizard, configure Power Select using the Service Menu as described below.

Display the station's Service Menu:

- if the station is not activated on ChargePoint, simultaneously press and hold the two leftmost buttons and the rightmost button for two seconds.
- if the station is activated on ChargePoint, scan your ChargePoint Service card.

Scroll down to select **Circuit Breaker Configuration**.

Choose the breaker size that matches what is installed for the station.

Select **Exit** to leave the Service Menu.

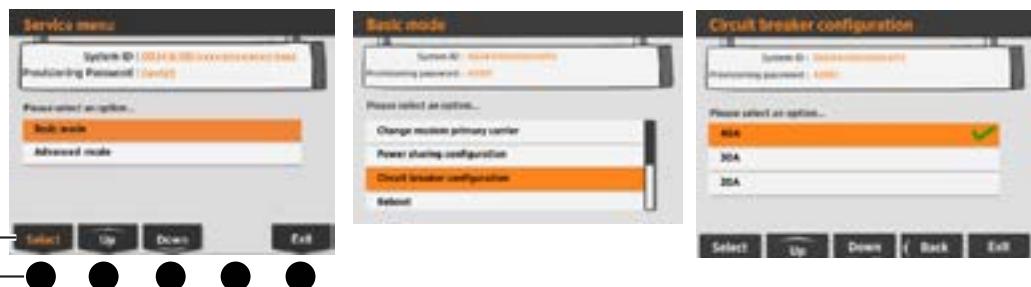
**NOTE:** If you make an error when using the Installation Wizard, your ChargePoint Network Manager can change the station's settings by logging into ChargePoint, selecting the station from the Manage Stations page, selecting the Configuration tab, and then clicking Edit to modify the station's Power Sharing and Power Select settings.

If the station must be reconfigured using the Installation Wizard, contact ChargePoint Customer Support at 1-877-850-4562 to have the station reset to its factory default configuration.



If the Installation Wizard does not display upon power up, simultaneously press and hold these three buttons for two seconds to display the Service Menu on an unactivated station

Press the button immediately below the menu item to choose the associated function

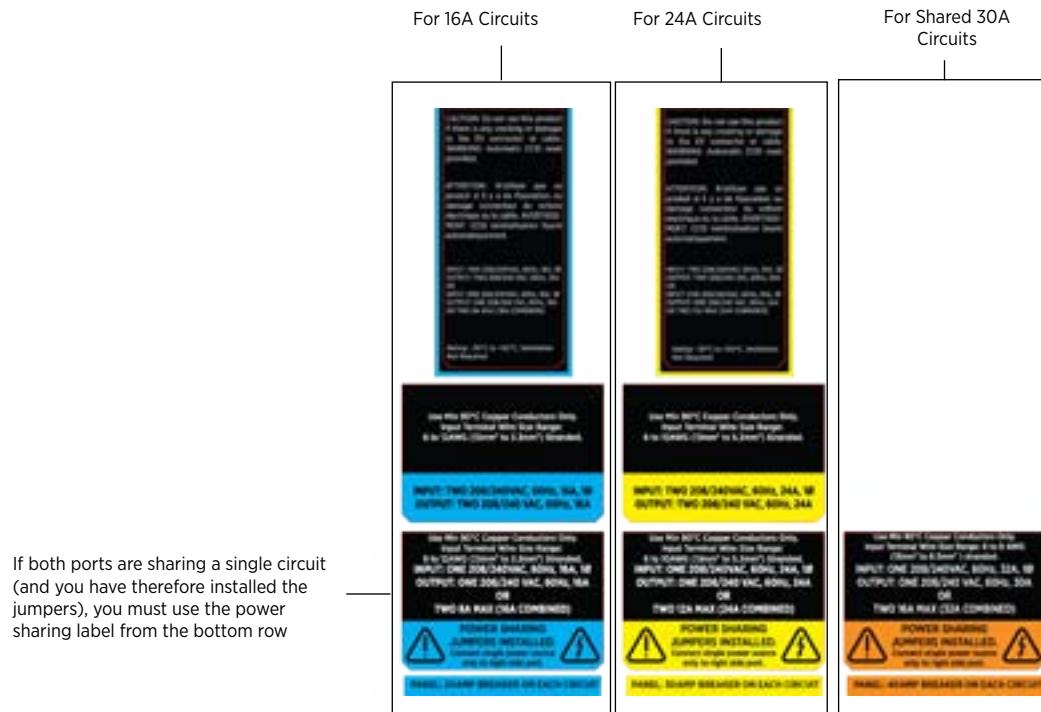


### Step 2: Apply the Electrical Rating label

See next page.

## Apply the Electrical Rating Label

## Step 1: Choose the appropriate label



## Step 2: Apply a label to the terminal block cover

Apply a label to the left side of the terminal block cover, just above the terminal block.

NOTE: Leave the terminal block cover in the raised position to facilitate connection of the head assembly.

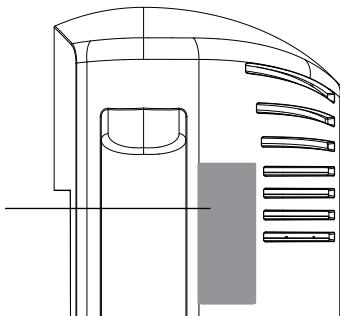
Electrical Rating  
Label on  
Terminal Block  
Cover



### Step 3: Apply a label to the top cap

Apply the corresponding label to the right side of the Top Cap, behind the cable exit.

## Electrical Rating Label on Top Cap





# Installing and Replacing Signs

C

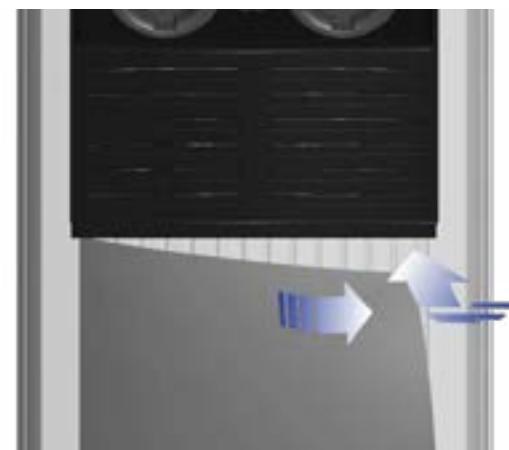
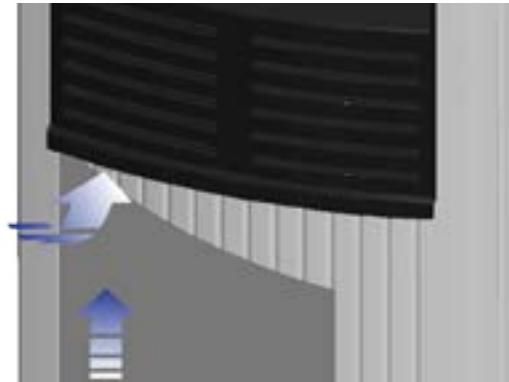
Follow these steps in this section to install signs onto the charging station. To ensure a proper fit, signs must follow the specification provided by ChargePoint. An example of the sign specification (not to scale) is provided below. Detailed sign specifications are available at [www.chargepoint.com/support-guides/](http://www.chargepoint.com/support-guides/). To ensure a proper fit, a replacement sign must be a maximum of 1 mm thick, 102 mm wide and 514 mm high.

## Installing a Front Sign on a Bollard



It is easier to install the sign before installing the head assembly, but it can be installed with the head assembly already in place. Follow these steps to install the sign with the head assembly in place. If the head assembly is not installed, the installation steps are the same, with the exception of inserting the top edge of the sign under the bottom lip of the head assembly.

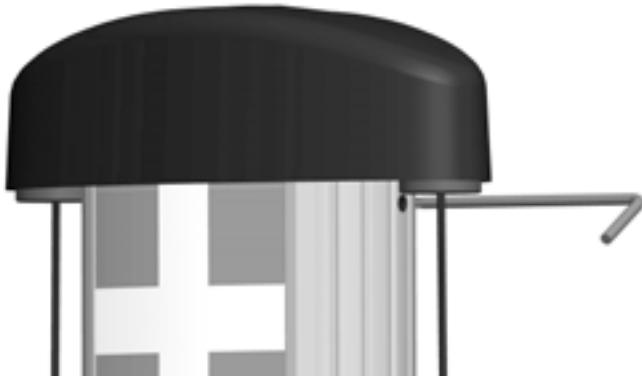
- Remove the tape from the adhesive strip on the back of the sign.
- With the adhesive strip facing toward the bollard, insert the top left corner of the sign under the groove on the top left corner of the bollard, sliding the sign upwards as far as possible to position the top of the sign under the bottom lip of the head assembly.
- Starting with the top left corner and working from top to bottom, use a thumb or finger to slide the left side of the sign under the bollard's leftmost groove.
- When the left side of the sign is fully inserted, bow the top of the sign outward slightly to insert the top right corner of the sign under the groove on the top right corner of the bollard, ensuring the top of sign remains positioned under the bottom lip of the head assembly.
- Starting with the top right corner and working from top to bottom, use your thumb or finger to slide the right side of the sign under the bollard's rightmost groove.
- When the sign is fully inserted into the bollard's left and right grooves, and under the bottom lip of the head assembly, run your hand down the center of the sign while applying enough pressure to make sure the sign's adhesive strip contacts the bollard.



## Installing a Top Sign on the Retractor

### To remove a sign after the station has been installed:

1. Use the L-wrench to loosen the set screw on each side of the top cap, as shown.

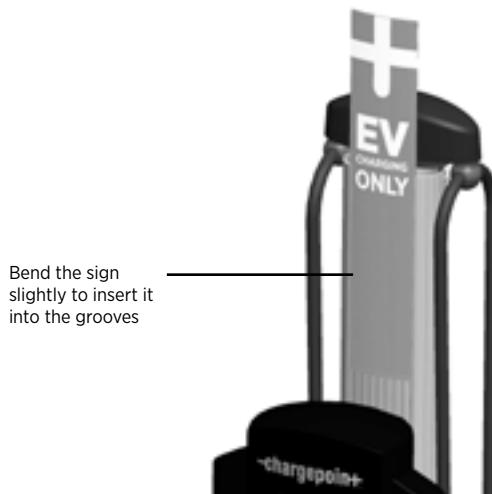


2. Pull the top assembly up and move it towards the back of the retractor.
3. Slide the existing sign out of the grooves.



### To install the new sign:

1. Slide the replacement sign into the grooves by bending it slightly.



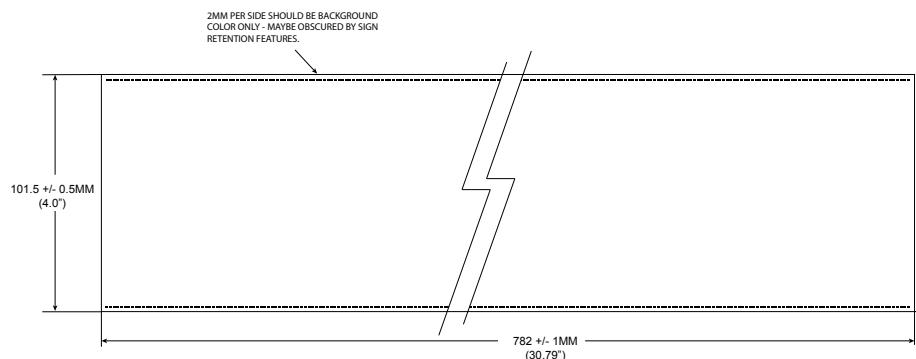
2. Slide the sign all the way down, ensuring its bottom edge is located behind the plastic cap on the retractor's extrusion, as shown.
3. Re-install the top assembly. Remember to tighten the set screws.



## Installing a Bottom Sign on the Wall Mount Retractor

To ensure a proper fit, the bottom sign must have these minimum characteristics:

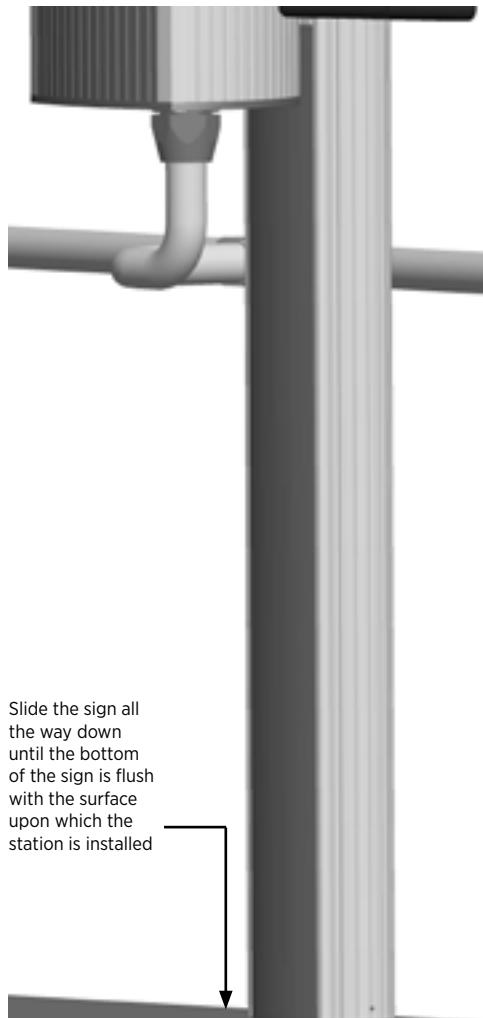
- Material - Vinyl with a maximum thickness of .03"
- Dimensions - Exactly 4.00" (102 mm) wide and up to 30.75" (782 mm) high



A detailed sign specification is available at [www.chargepoint.com.au/support/technical-documents/](http://www.chargepoint.com.au/support/technical-documents/). Example (not to scale):

The method used to install a bottom sign is the same with or without the main body installed:

1. Insert one of the long edges into the retractor's grooves along the side portion of the retractor.
2. Bend the sign slightly to insert the other long edge.
3. Slide the sign all the way down until the bottom edge is against the bottom surface on which the station is installed.

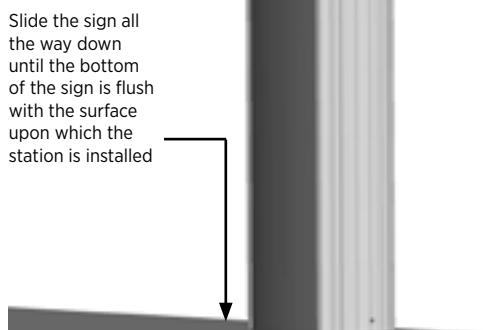


## Installing a Rear Sign on a Retractor

Installing a sign on the rear side of a retractor is the same as the instructions provided above for installing a bottom sign on a wall mount retractor.

## Custom and Optional Signs

Detailed sign specifications for custom and optional signs are available at [www.chargepoint.com/support-guides.php](http://www.chargepoint.com/support-guides.php)





# Installing Cable Clamps

D



**IMPORTANT:** Do not unwrap the ropes until they are securely attached to the charging cable.

There are two types of cable clamps available for the CT4000. The correct clamps are included in the shipping box with the cable management kit (see page 2-2 or 3-2). The type of clamp that is used depends on whether the end of the nylon rope in the cable management kit is equipped with a circular disc or a round bead:

If equipped with a circular disc,  
the cable clamps are spherical  
type



If equipped with a round bead,  
cable clamps are bracket type



**NOTE:** In some cases, you may need to remove an existing pre-installed portion of a cable clamp from the charging cables before you can install the type of clamp that is supplied in the cable management kit. When doing so, you must install the new clamp at the exact same location as the removed clamp.



**IMPORTANT:** After installing the cable clamps, unwrap the rope and check that the charging cable extends and retracts fully and smoothly. If it doesn't, see page 6-4.

## To install spherical clamps:

- Uncoil charging cable by gently extending it all the way out and away from the station. Rotate the plug as needed to remove any twist or kinks.
- Position the charging cable near the base of the station and locate the tape on the cable that marks the location where you must install the clamp.
- Insert a rubber shim into the bottom portion of each clamp. Ensure the top portion of the cable clamp is oriented correctly on the top side of the charge cable. Tighten screws to 20 in-lbs (2.3 Nm).

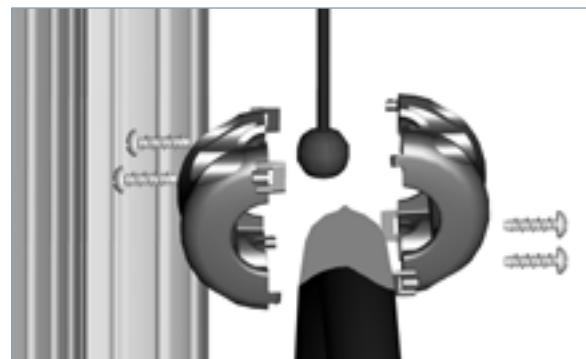


- Align the knot bearing on each rope to its corresponding mating feature on the cable clamp. Turn the knot bearing clockwise approximately 1/4 turn. You may need to push down while turning the knot bearing.



## To install bracket clamps:

- Uncoil charging cable by gently extending it all the way out and away from the station. Rotate the plug as needed to remove any twist or kinks.
- Position the charging cable near the base of the station and locate the tape on the cable that marks the location where you must install the clamp.
- Locate the bead at the end of the retractor rope.
- Hold the charging cable with the marked tape positioned under the retractor top. Ensure the charging cable does not touch the ground when fully retracted.
- Insert the bead inside the clamp, then snap the opposite side of the clamp into place.
- Secure the two sides of the clamp together by inserting the rubber shim and the four screws, then tightening the screws securely using a Phillips screwdriver.





# Limited Product Warranty

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This Limited Product Warranty applies to you, a customer who has purchased CHARGEPOINT's Charging Stations and/or related products ("Products") from CHARGEPOINT, INC., or one of its authorized distributors and not for resale.

**LIMITED ONE-YEAR WARRANTY:** Subject to the exclusions from warranty coverage set forth below, CHARGEPOINT warrants that the Product will be free from any defects in materials and/or workmanship (the "Limited Warranty") for a period of one (1) year after the date of the initial installation of the Product (the "One-Year Warranty Period"). If the Product becomes defective in breach of the Limited Warranty, CHARGEPOINT will, upon written notice of the defect received during the One-Year Warranty period, either repair or replace, at ChargePoint's election, the Product if it proves to be defective; provided, that CHARGEPOINT will not be responsible for the cost of any labor associated with the repair or replacement of any defective Product.

**TWO-, THREE-, FOUR- OR FIVE-YEAR EXTENDED WARRANTY (Additional Charge Applies):** Subject to the exclusions from warranty coverage set forth below, if you have purchased an extended warranty, and if the Product becomes defective in breach of the Limited Warranty above at any time during the extended warranty period after the date of the initial installation of the Product, CHARGEPOINT will, upon written notice of the defect received during the extended warranty period, either repair, provide replacement parts for the defective parts of the Product or replace the Product, at ChargePoint's election, if it proves to be defective; provided, that CHARGEPOINT will not be responsible for the cost of any labor associated with the repair or replacement of any defective Product.

**CHARGEPOINT's Options:** You acknowledge that replacement products provided by CHARGEPOINT under each of the Limited Warranty and the Extended Warranty may be re-manufactured or reconditioned Products or, if the exact Product is no longer manufactured by CHARGEPOINT, a Product with substantially similar functionality ("Replacement Products"). Any Replacement Products so furnished will be warranted for the remainder of the original Warranty Period or ninety (90) days from the date of delivery of such Replacement Product, whichever is greater. Should CHARGEPOINT be unable to repair or replace the Product, CHARGEPOINT will refund the purchase price of the Product.

## EXCLUSIONS FROM LIMITED WARRANTY AND EXTENDED WARRANTY

**IMPORTANT:** The Limited Warranty and, if purchased, the Extended Warranty on your Product shall not apply to defects, or service repairs, resulting from any of the following:

- Alteration or modification of the Product in any way not approved in writing by CHARGEPOINT.
- Vandalism.
- Abuse, damage or otherwise being subjected to problems caused by negligence (including but not limited to physical damage from being struck by a vehicle) or misapplication, or use of the Products other than as specified in the applicable CHARGEPOINT documentation.
- Installation or relocation of the Products unless performed by CHARGEPOINT or by a ChargePoint authorized installer or service provider.
- Improper site preparation or maintenance.
- Damage as a result of accidents, extreme power surge, extreme electromagnetic field, acts of nature or other causes beyond the control of CHARGEPOINT.
- Use of the Product with software, interfacing, parts or supplies not supplied by CHARGEPOINT.

You are responsible for the proper installation and maintenance of the Product. Any service or repairs beyond the scope of the Limited Warranty or the Extended Warranty above are subject to CHARGEPOINT's then prevailing current labor rates and other applicable charges.

**Third Party Products.** The Limited Warranty and Extended Warranty are exclusive of products manufactured by third parties ("Third Party Products"). If such third party manufacturer provides a separate warranty with respect to the Third Party Product, CHARGEPOINT will include such warranty in the packaging of the CHARGEPOINT Product.

## OBTAINING WARRANTY SERVICE

To obtain warranty service you must: (a) obtain a return materials authorization number ("RMA#") from CHARGEPOINT by contacting 1-877-370-3802 (or for customers outside the U.S., contact 408-370-3802) and ask for Customer Service, and (b) deliver the Product, in accordance with the instructions provided by CHARGEPOINT, along with proof of purchase in the form of a copy of the bill of sale including the Product's serial number, contact information, RMA# and detailed description of the

defect, in either its original package or packaging providing the Product with a degree of protection equivalent to that of the original packaging, to CHARGEPOINT at the address below. You agree to obtain adequate insurance to cover loss or damage to the Product during shipment.

If you obtain an RMA# and return the defective Product as described above, CHARGEPOINT will pay the cost of returning the Product to CHARGEPOINT. Otherwise, you agree to bear such cost, and prior to receipt by CHARGEPOINT, you assume risk of any loss or damage to the Product. CHARGEPOINT is responsible for the cost of return shipment to you if the CHARGEPOINT Product is found to be defective.

Returned products which are found by CHARGEPOINT to be not defective, returned out-of-warranty or otherwise ineligible for warranty service will be repaired or replaced at CHARGEPOINT's standard charges and shipped back to you at your expense.

At CHARGEPOINT's sole option, CHARGEPOINT may perform repair service on the Product at your facility, and you agree to provide CHARGEPOINT with all reasonable access to such facility and the Product, as required. On-site repair service is not available outside the United States.

All replaced parts, whether under warranty or not, are the property of CHARGEPOINT.

## **WARRANTY LIMITATIONS**

THE LIMITED WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED BY CHARGEPOINT, TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO OTHER WARRANTIES RESPECTING THE PRODUCT AND DOCUMENTATION AND SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF CHARGEPOINT OR DISTRIBUTOR HAS BEEN INFORMED OF SUCH PURPOSE) OR AGAINST INFRINGEMENT.

Some states or jurisdictions do not allow the exclusion of express or implied warranties so the above exclusions may not apply to you. IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN SUCH IMPLIED WARRANTY SHALL BE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD DESCRIBED ABOVE. NO WARRANTIES APPLY AFTER THE TOTAL WARRANTY PERIOD. Some states or jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

NO AGENT OF CHARGEPOINT IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF CHARGEPOINT. CHARGEPOINT SPECIFICALLY DOES NOT WARRANT THAT ANY SOFTWARE WILL BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION.

THE REMEDIES IN THIS LIMITED PRODUCT WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES.

## **LIMITATIONS OF LIABILITY**

You acknowledge and agree that the consideration which you paid to CHARGEPOINT or one of its authorized distributors does not include any consideration by CHARGEPOINT or one of its authorized distributors of the risk of consequential, indirect or incidental damages which may arise in connection with your use of, or inability to use, the Product. **THUS, CHARGEPOINT OR ONE OF ITS AUTHORIZED DISTRIBUTORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, LOST DATA, LOSS OF USE, OR COST OF COVER INCURRED BY YOU ARISING OUT OF OR RELATED TO YOUR PURCHASE OR USE OF, OR INABILITY TO USE, THIS PRODUCT OR THE SERVICES, UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EVEN IF CHARGEPOINT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.** IN ANY EVENT, THE CUMULATIVE LIABILITY OF CHARGEPOINT OR ONE OF ITS AUTHORIZED DISTRIBUTORS FOR ALL CLAIMS WHATSOEVER RELATED TO THIS PRODUCT OR THE SERVICE WILL NOT EXCEED THE PRICE YOU PAID FOR THIS PRODUCT.

THE LIMITATIONS SET FORTH HEREIN ARE INTENDED TO LIMIT THE LIABILITY OF CHARGEPOINT AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

THIS LIMITED PRODUCT WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

## **ADDITIONAL INFORMATION**

This Limited Product Warranty is valid for U.S.A. and Canada only.

This Limited Product Warranty shall be governed by and construed in accordance with the laws of the State of California, U.S.A., exclusive of its conflict of laws principles. The U.N. Convention on Contracts for the International Sale of Goods shall not apply.

This Limited Product Warranty is the entire and exclusive agreement between you and CHARGEPOINT with respect to its subject matter, and any modification or waiver of any provision of this statement is not effective unless expressly set forth in writing by an authorized representative of CHARGEPOINT.

The Limited Product Warranty is not transferable by you to anyone else.

All inquiries or claims made under this Limited Product Warranty must be sent to CHARGEPOINT's address as follows:

ChargePoint, Inc.  
1692 Dell Avenue  
Campbell, California 95008-6901  
Tel: 408-370-3802  
Fax: 408-370-3847  
Email: [service@chargepoint.com](mailto:service@chargepoint.com)





**chargepoint**

1692 Dell Ave.  
Campbell, CA 95008-6901 USA  
US toll free: +1-877-370-3802  
[www.chargepoint.com](http://www.chargepoint.com)