

## SECTION V -- PROPOSAL FORMS

### 1 -- PROPOSAL FORMS

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**CONTRACTOR**

The undersigned hereby proposes to the City of Holtville to furnish all labor, technical and professional services, supervision, materials, and equipment and to perform all operations necessary and required to complete the City of Holtville - Pedestrian Improvements on 9<sup>th</sup> Street between Ash Avenue and Oak Avenue.

The work shall be completed in accordance with the provisions of this document and at the prices stated opposite the respective items set forth in the Schedule of Items and Prices attached hereto.

The undersigned agrees that this Proposal constitutes a firm offer to the Owner which cannot be withdrawn for sixty (60) calendar days from and after the date set for opening of proposals, or until a contract is fully executed by the Owner and a third party, whichever is earlier.

The undersigned certifies that it has examined and is fully familiar with all of the provisions of this document and any addenda thereto; that it has carefully checked all of the words and figures shown in its Schedule of Items and Prices; that it has carefully reviewed the accuracy of all statements in this proposal and attachments hereto; and it understands and agrees that the Owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this proposal.

The undersigned represents that it has made careful examination of this document and by examination of the actual site conditions has satisfied itself as to the nature and location of all work, the general and local conditions to be encountered in the performance of any work and all other matters which can in any way affect the work or the cost thereof.

If awarded a contract, the undersigned agrees to execute and deliver to the City of Holtville within ten (10) calendar days, a signed contract, bonds, the necessary insurance certificates, and all other required documents. Upon receipt of a notice to proceed, the undersigned shall complete all work within sixty (60) calendar days. Liquidated damages in the amount of One Thousand Two Hundred (\$1,200.00) per calendar day shall be assessed after the designated sixty (60) calendar days have expired.

The undersigned certifies that it is now licensed in the appropriate trade in accordance with the provisions of the Contractor's License Law of the State of California, and the number of said license is \_\_\_\_\_ and that said license expires \_\_\_\_\_ 20\_\_\_\_.

Bidder:\_\_\_\_\_

(SEAL)By:\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
(Type or print name)

BIDDER'S BUSINESS ADDRESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BIDDER'S DIR REGISTRATION NO.

\_\_\_\_\_

\_\_\_\_\_

Dated:

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

**SECTION V -- PROPOSAL FORMS**  
**2 -- SCHEDULE OF ITEMS AND PRICES**

**PROPOSAL FOR**  
**CITY OF HOLTVILLE - PEDESTRIAN IMPROVEMENTS ON 9<sup>TH</sup> STREET BETWEEN ASH AVENUE AND OAK AVENUE**

TO THE CITY OF HOLTVILLE, AS OWNER

In accordance with the OWNER'S INVITATION FOR PROPOSALS, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor and incidentals new and free from defect required for the above stated project as set forth in the Specifications and contract documents and any addenda, thereto, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Specifications, INSTRUCTIONS TO BIDDERS, and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with OWNER at the unit and/or lump sum prices set forth in the following BID ITEM LIST. The Bidder shall include all costs associated with all items contained within the specifications or any issued addenda. In the event items are identified within the contents of the specifications which are not clearly designated within the bid schedule, those items shall be regarded as incidental and the associated costs shall be assigned to the most appropriate Bid Item. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to OWNER of the BIDDER'S BOND accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the BID SCHEDULE are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE OWNER RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY ILLUSTRATED AND TO DELETE ANY ITEM FROM THE CONTRACT. If the amount of a bid quantity is decreased more than twenty-five percent (25%) for an item with a value greater than \$10,000.00, then the unit price of that item is subject to negotiation. The Contractor shall substantiate the increase in unit price by demonstrating the impact in terms of costs resultant from the decreased quantities. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, bonds, insurance, taxes, royalties, transportation, permits, and fees.

In case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and the accurate and mathematically correct summation of the total bid item amounts shall govern over the total for comparison summation figure and words listed on the proposal form.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within ten (10) working days after the date of the OWNER'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the OWNER and this bid and the acceptance hereof may, at the OWNER'S option, be considered null and void.

The Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addendum(a), receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**SECTION V -- PROPOSAL FORMS**  
**2 -- SCHEDULE OF ITEMS AND PRICES**

**BID ITEM LIST**

<u>ITEM NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>QUANTITY</u>	<u>TOTAL</u>
1	MOBILIZATION	LUMP SUM	-----	-----	_____
2	COMPLETE FIELD SURVEY WORK	LUMP SUM	-----	-----	_____
3	SAWCUT A.C. PAVEMENT FOR THE FULL DEPTH OF THE A.C. PAVEMENT	L.F	_____	742.00	_____
4	REMOVE AND DISPOSE OF EXISTING A.C. PAVEMENT.	CYD	_____	7.00	_____
5	COLD PLANE EXISTING A.C. PAVEMENT. TACK COAT APPLICATION TO A.C. COLD PLANED SURFACE AND CONCRETE SURFACE IS INCIDENTAL TO THE COLD PLANING COST.	S.F.	_____	1,484.00	_____
6	REMOVE AND DISPOSE OF EXISTING NATIVE MATERIAL AND SUBGRADE MATERIAL TO SUBBASE DESIGN GRADE.	CYD	_____	1,118.00	_____
7	INSTALL CLASS 2 BASE PER IMPROVEMENT PLANS.	TONS	_____	888.00	_____
8	INSTALL 6 INCH P.C.C. CURB AND GUTTER.	L.F.	_____	720.00	_____
9	INSTALL P.C.C. DEPRESSED CURB AND GUTTER.	L.F.	_____	20.00	_____
10	INSTALL ARHM-G PAVEMENT.	TONS	_____	199.00	_____
11	INSTALL 4 INCH P.C.C. SIDEWALK ADJACENT TO NEW P.C.C. CURB AND GUTTER.	S.F.	_____	3,150.00	_____
12	INSTALL 4 INCH P.C.C. SIDEWALK MONOLITHICALLY WITH THE 6 INCH P.C.C. CURB AND GUTTER.	S.F.	_____	90.00	_____

<u>ITEM NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>QUANTITY</u>	<u>TOTAL</u>
13	INSTALL P.C.C. RESIDENTIAL DRIVEWAY.	S.F.	_____	270.00	_____
14	INSTALL NATIVE MATERIAL "BACKING" FROM THE TOP OUTSIDE EDGE OF P.C.C. SIDEWALK TO EXISTING NATIVE SURFACE.	S.F.	_____	3,700.00	_____
15	CONTRACTOR SHALL ADJUST SANITARY SEWER MANHOLE FRAME AND COVER 0.30 FEET BELOW THE EXISTING A.C. PAVEMENT SURFACE PRIOR TO PLACEMENT OF ARHM-G PAVEMENT AND ADJUST THE MANHOLE FRAME AND COVER TO FINISH PAVEMENT GRADE.	EACH	_____	1	_____
16	TRAFFIC CONTROL PER PLAN SHEET 9.	LUMP SUM	-----	-----	_____
17	EROSION CONTROL PER PLAN SHEET 10.	LUMP SUM	-----	-----	_____

**TOTAL FOR COMPARISON  
TOTAL AMOUNT OF BID ITEMS 1 THROUGH 17**

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(WORDS)

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(FIGURES)

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**SECTION V -- PROPOSAL FORMS**

**3 -- BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

\_\_\_\_\_  
as Principal, and \_\_\_\_\_  
as Surety, are firmly held and bound unto the City of Holtville, organized and existing under the laws of the State of California, sometimes referred to as the City, in the sum of \$\_\_\_\_\_ (which is a sum no less than ten percent (10%) of the amount of the total bid) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas the Principal has submitted to the City the accompanying Proposal dated \_\_\_\_\_, for the construction of:

**The City of Holtville  
PEDESTRIAN IMPROVEMENTS ON 9<sup>TH</sup> STREET BETWEEN ASH AVENUE AND OAK AVENUE**

NOW, THEREFORE, if the Principal withdraws said proposal within the period specified in said Proposal, or if the Principal shall not, within ten (10) calendar days after the receipt from the Owner of Notice of Award of the Contract for any reason whatsoever except the fault of the Owner, enter into the Contract with the Owner in accordance with the Principal's Proposal, and furnish the certificates of insurance and bonds as stated in said Proposal, then the above obligation shall be and remain in full force and effect; otherwise it shall be null and void.

In the event suit is brought upon this Bond by the Owner and judgment is recovered, the surety and sureties shall pay all costs incurred by the Owner in such suit, including attorney's fees to be fixed by the court.

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Business Address)

In presence of:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Address)

(Seal)

\_\_\_\_\_

\_\_\_\_\_  
(Surety)

\_\_\_\_\_

\_\_\_\_\_  
(Business Address)

In presence of:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Address)



**SECTION V -- PROPOSAL FORMS**

**4 -- LIST OF PROPOSED SUBCONTRACTORS**

***BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I***

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://www.dir.ca.gov/Public-Works/ContractorRegistration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

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

FEDERAL PROJECT NUMBER: \_\_\_\_\_

Photocopy this form for additional firms.

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

Distribution - Original: Local Agency File; Copy: DLAE w/Award package

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

Distribution - Original: Local Agency File; Copy: DLAE w/Award package

**SECTION V -- PROPOSAL FORMS**

**5 -- LIST OF SUBCONTRACTORS CONTACTED BY BIDDER BUT NOT SELECTED**

***BIDDER'S LIST OF SUBCONTRACTORS CONTACTED BY BIDDER BUT NOT SELECTED***

***(DBE and NON-DBE)- PART II***

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.

**BIDDER'S LIST OF SUBCONTRACTORS CONTACTED BY BIDDER BUT NOT SELECTED**

FEDERAL PROJECT NUMBER: \_\_\_\_\_

Photocopy this form for additional firms.

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

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Federal-aid Project No. CML 5174(035)

City of Holtville - Pedestrian Improvements on 9<sup>th</sup> Street between Ash Ave. and Oak Ave. 116.513E

**BIDDER'S LIST OF SUBCONTRACTORS CONTACTED BY BIDDER BUT NOT SELECTED**

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

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**SECTION V -- PROPOSAL FORMS**

**6 -- MAJOR MATERIAL SUPPLIERS INFORMATION**

The bidder shall indicate opposite each item of equipment or material listed below the name of the manufacturer and supplier of the equipment or material proposed to be furnished under the bid.

	<b>MANUFACTURER</b>	<b>SUPPLIER</b>
1. <u>Asphalt Rubber Hot Mix</u>	_____	_____
	_____	
	_____	
2. <u>Class 2 Base</u>	_____	_____
	_____	
	_____	
3. <u>PCC Concrete</u>	_____	_____
	_____	
	_____	
4.	_____	_____
	_____	
	_____	
5.	_____	_____
	_____	
	_____	
9.	_____	_____
	_____	
	_____	
10.	_____	_____
	_____	
	_____	
11.	_____	_____
	_____	
	_____	
12.	_____	_____
	_____	
	_____	
13.	_____	_____
	_____	
	_____	
14.	_____	_____
	_____	
	_____	
15.	_____	_____
	_____	
	_____	
16.	_____	_____
	_____	
	_____	

17.	_____	_____	_____
	_____	_____	
	_____	_____	
18.	_____	_____	_____
	_____	_____	
	_____	_____	
19.	_____	_____	_____
	_____	_____	
	_____	_____	
20.	_____	_____	_____
	_____	_____	
	_____	_____	
21.	_____	_____	_____
	_____	_____	
	_____	_____	
22.	_____	_____	_____
	_____	_____	
	_____	_____	
23.	_____	_____	_____
	_____	_____	
	_____	_____	
24.	_____	_____	_____
	_____	_____	
	_____	_____	
25.	_____	_____	_____
	_____	_____	
	_____	_____	
26.	_____	_____	_____
	_____	_____	
	_____	_____	

Awarding of a contract under this bid will not imply approval by the City of the manufacturers or suppliers listed by the bidder. No substitution will be permitted after the bid opening unless equipment or material of the listed manufacturer or suppliers cannot meet the specifications.



**SECTION V -- PROPOSAL FORMS**

**7 -- EXPERIENCE STATEMENT**

**7.1 BIDDER QUALIFICATION**

The bidder shall submit, as a part of its proposal, the following statements as to its experience qualifications. The bidder certifies that all statements and information set forth are true and accurate.

- a. The bidder has been engaged in the contracting business under its present business name for \_\_\_\_ years.
- b. Experience in work of nature similar in type and magnitude to that set forth in the specification extends over a period of \_\_\_\_\_ years.
- c. The bidder, as Contractor, has satisfactorily completed all contracts awarded to it, except as follows: Name any and all exceptions and reasons therefore. Bidder should attach additional pages if necessary.
  - 1. \_\_\_\_\_
  - 2. \_\_\_\_\_
- d. The following contracts covering work similar in type and magnitude to that set forth in the specification have been satisfactorily completed within the last five (5) years for the following owners (person, firms or authorities):

	<b>Name Owner</b>	<b>Tel. No.</b>	<b>Year Completed</b>	<b>Type of Work</b>	<b>Contract Amount (Rounded to Closest Thousand Dollars)</b>
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

**SECTION V -- PROPOSAL FORMS**

**8-- CERTIFICATION OF NONSEGREGATED FACILITIES**

The construction Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. The construction Contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such certifications in his files.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer

\_\_\_\_\_  
(Please Type)

**SECTION V -- PROPOSAL FORMS**

**9 -- CONTRACTOR'S CERTIFICATION OF PREVAILING WAGE REQUIREMENTS**

I hereby certify that I have reviewed the construction contract requirements imposed on the Contractor and fully understand all my obligations if the project is awarded to me, including the necessity to pay prevailing wage rates and provide certified payroll forms. I hereby fully understand that Federal Davis Bacon Wage Determinations and State of California Department of Industrial Relations Wage Determinations apply to this project. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor Federal Davis Bacon wage rates and the prevailing wage rates determined by the State of California Department of Industrial Relations for similar classifications of labor, the Contractor and his subcontractors shall pay not less than the higher wage rate. The pertinent requirements and wage rates are on file at the office of the Engineer, The Holt Group, Inc., 1601 N. Imperial Avenue, El Centro, California 92243 and also included within this document. In addition, it is the Contractor's responsibility to review the works' classifications and wage rates to insure inclusion of the Contractor's workers' classifications. If the workers' classifications are not included within the aforementioned wage rates, the Contractor shall notify the awarding agency immediately to obtain the adequate classifications and wage rates prior to mobilization.

**City of Holtville  
PEDESTRIAN IMPROVEMENTS ON 9<sup>TH</sup> STREET BETWEEN ASH AVENUE AND OAK AVENUE**

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Contractor's DIR Registration No.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Date

**SECTION V -- PROPOSAL FORMS**

**10 -- CONTRACTOR'S CERTIFICATE OF WORKER'S COMPENSATION**

Labor Code Section 3700 in relevant part provides:

"Every employer except the State shall secure the payment in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

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

**City of Holtville  
PEDESTRIAN IMPROVEMENTS ON 9<sup>TH</sup> STREET BETWEEN ASH AVENUE AND OAK AVENUE**

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(In accordance with Article 5 {commencing at Section 1860}, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

**SECTION V -- PROPOSAL FORMS**

**SECTION V -- PROPOSAL FORMS**

**11 -- EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

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

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

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

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

**SECTION V -- PROPOSAL FORMS**

**12 -- PUBLIC CONTRACT CODE**

**Public Contract Code Section 10285.1 Statement**

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

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

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**Public Contract Code Section 10162 Questionnaire**

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

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

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

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

**Public Contract Code 10232 Statement**

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

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

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

Signature:\_\_\_\_\_

Date:\_\_\_\_\_

**SECTION V -- PROPOSAL FORMS**

**13 -- NONCOLLUSION AFFIDAVIT**

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

To the CITY OF HOLTVILLE DEPARTMENT OF PUBLIC WORKS

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

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

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**SECTION V -- PROPOSAL FORMS**

**14 -- 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.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION V -- PROPOSAL FORMS**

**15 -- NONLOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS**

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

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

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

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

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Signature: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_



## SECTION V -- PROPOSAL FORMS

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

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

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

federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.

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

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

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

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

**SECTION V -- PROPOSAL FORMS**

**18 - FHWA 1273 CERTIFICATION**

The bidder, under penalty of perjury, certifies that, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager, shall comply with the provisions of the Form FHWA 1273 included in the Special Provisions. The provisions apply to all work performed on the contract including work performed by subcontract. The unmodified Form FHWA 1273 is required to be physically incorporated into each contract, subcontract and subsequent lower-tier subcontracts. The provisions may not be incorporated by reference.

The prime contractor is responsible for compliance with the requirements by all subcontractors and lower tier subcontractors. Failure of the prime contractor to comply with this requirement is grounds for local agency termination of the contract with the contractor and debarment of the contractor by the FHWA.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION VI -- CONTRACT AND BOND FORMS**

**1 -- NOTICE OF AWARD**

**TO:**

**ATTENTION:**

**PROJECT DESCRIPTION:**

**City of Holtville  
Pedestrian Improvements on 9<sup>th</sup> Street between Ash Avenue and Oak Avenue**

The Owner has considered the bid submitted by you for the above described work in response to its Advertisement for bids dated \_\_\_\_\_, and Information for Bidders.

You are hereby notified that your bid has been accepted as listed on the Schedule of Items and Prices contained within the proposal forms in the amount of \$ \_\_\_\_\_

You are required by the Information for Bidders to execute the Agreement and furnish the required Certificates of Insurance, Performance Bond and Payment Bond within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Certificates of Insurance and Bonds within ten (10) Calendar days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the **OWNER**.

Dated this \_\_\_\_\_.

\_\_\_\_\_  
City of Holtville

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

Title: \_\_\_\_\_

**SECTION VI -- CONTRACT AND BOND FORMS**

**2 -- ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_.

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

Title: \_\_\_\_\_





1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conference as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
    2. Deny liability in whole or in part and notify the Owner citing reasons therefore.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3 Liquidation damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 7.0 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in the Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

- 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform and complete or comply with the other terms thereof.
- 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**SECTION VI -- CONTRACT AND BOND FORMS**

**4 -- PAYMENT BOND**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address):                      SURETY (Name and Principal Place of Business):

OWNER (Name and Address):  
CITY OF Holtville  
121 W. Fifth Street  
Holtville, California 92250

**CONSTRUCTION CONTRACT**

Date:  
Amount:  
Description (Name and Location):      CITY OF HOLTVILLE – PEDESTRIAN IMPROVEMENTS ON 9<sup>TH</sup>  
STREET BETWEEN ASH AVENUE AND OAK AVENUE

**BOND**

Date (Not earlier than Construction Contract Date):  
Amount:  
Modifications to this Bid Form:

CONTRACTOR AS PRINCIPAL                      SURETY  
Company:    (Corp. Seal)                      Company:    (Corp. Seal)

Signature: \_\_\_\_\_                                      Signature: \_\_\_\_\_  
Name and Title:    Name and Title:

CONTRACTOR AS PRINCIPAL                      SURETY  
Company:    (Corp. Seal)                      Company:    (Corp. Seal)

Signature: \_\_\_\_\_                                      Signature: \_\_\_\_\_  
Name and Title:    Name and Title:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with the Contractor:
    1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by any one or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS:
  - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
  - 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

## SECTION VI -- CONTRACT AND BOND FORMS

### 5 -- INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work whether such execution be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such claims shall include:

- a. Claims under workmen's compensation, disability benefits and other similar employee benefit acts.
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.
- d. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person.
- e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the owner shall be filed with the owner prior to commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior written notice has been given to the owner.

The Contractor shall procure and maintain, at his own expense, during the contract time, liability insurance as hereinafter specified.

Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting him from all claims for destruction of or damage to property, arising out of or in connection with any operations under the contract documents, whether such operations be by himself or by any subcontractor under him or anyone directly or indirectly employed by the Contractor or by a subcontractor under him. Insurance shall be written with a limit of liability of not less than \$5,000,000 for all damages arising out of bodily injury, including death, at any one time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$5,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$5,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$5,000,000 for all aggregate for any such damage sustained by two or more persons in any one accident. The Policy shall name as the insured the Contractor, the City of Holtville, The Holt Group, Inc. and the Resident Engineer.



The Contractor shall acquire and maintain Extended Coverage insurance upon the project to the full insurable value thereof for the benefit of the owner, the Contractor, and subcontractors as their interest may appear. This provision shall in no way release the Contractor from obligation under the Contract Documents to fully complete the project.

The Contractor shall procure and maintain at his own expense, during the contract time, in accordance with the provisions of the laws of the state in which the work is performed, Worker's Compensation Insurance, including occupational disease provisions for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Worker's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project are not protected under the Worker's Compensation statute, the Contractor shall provide adequate and suitable insurance for the protection of his employees not otherwise covered.

**SECTION VI -- CONTRACT AND BOND FORMS**

**6 -- CERTIFICATE OF OWNER'S ATTORNEY**

I, the undersigned, Steve Walker, the duly authorized and acting legal representative of the City of Holtville, do hereby certify as follows:

I have examined the attached Payment Bond, Performance Bond and Insurance Certificates and the manner of execution thereof, and I am of the opinion that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof. I also am of the opinion that the Contractor's insurance coverage complies with the requirements of the contract.

\_\_\_\_\_  
Steve Walker, City Attorney

\_\_\_\_\_  
Date

## SECTION VI -- CONTRACT AND BOND FORMS

### 7 -- AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ by and between City of Holtville hereinafter called the Owner, and \_\_\_\_\_, doing business as a corporation, hereinafter called CONTRACTOR.

Witnesseth: that for and in consideration of the payments and agreements hereinafter mentioned:

The Contractor will commence and complete the construction of the City of Holtville – Pedestrian Improvements on 9<sup>th</sup> Street between Ash Avenue and Oak Avenue.

2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will complete the same within sixty (60) calendar days unless the period for completion is extended otherwise by the Contract Documents.
4. The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of \$\_\_\_\_\_.
5. The term "Contract Documents" means and includes the following:
  - a. Invitation to Proposals
  - b. Instruction to Bidders
  - c. Caltrans LAPM Forms
  - d. Prevailing Wage Rates
  - e. Proposal Forms
  - f. Contract and Bond Forms
  - g. General Conditions
  - h. Special Conditions
  - i. Technical Conditions
  - j. Improvement Plan Sheets 1 through 10 dated June 16, 2023
  - k. Addendum (a)

7 -- AGREEMENT

- 6. The Owner will pay to the Contractor such amounts as required by the Contract Documents.
- 7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first above written.

Owner:

[SEAL]

The City of Holtville  
121 W. Fifth Street  
Holtville, CA 92250

ATTEST:

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

Title: \_\_\_\_\_

(Please Type)

City of Holtville

Title: \_\_\_\_\_  
Nicholas Wells, Acting City Clerk

CONTRACTOR:

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

SEAL]

Name:

ATTEST:

Address:

(Please Type)

Employer Identification Number:

Title: \_\_\_\_\_

\_\_\_\_\_

Telephone Number:

License Number: \_\_\_\_\_

**SECTION VI -- CONTRACT AND BOND FORMS**

**8 -- NOTICE TO PROCEED**

TO: CONTRACTOR:  
-----  
-----  
-----  
-----

DATE:

CC: CALTRANS DLAE:  
-----  
-----  
-----

PROJECT: City of Holtville - Pedestrian Improvements on  
9<sup>th</sup> Street between Ash Avenue and Oak  
Avenue

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_, within 10 days of the receipt of this document on or before \_\_\_\_\_, and you are to complete the work within sixty (60) consecutive calendar days thereafter. The date of completion of all work is therefore \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_. Liquidated damages in the amount of One Thousand Two Hundred Dollars (\$1,200.00) per calendar day shall be assessed after the sixty (60) calendar days have expired.

OWNER: City of Holtville

\_\_\_\_\_  
(Signature)

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

Title: \_\_\_\_\_

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## **SECTION VII- GENERAL CONDITIONS**

### **1 -- DEFINITIONS**

Wherever used in the **CONTRACT DOCUMENTS**, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

- 1.01 **ADDENDA** -- Written or graphic instruments issued prior to the Agreement which modify or interpret the Contract Documents, drawings and specifications, by additions, deletions, clarifications, or corrections.
- 1.02 **BID** -- The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- 1.03 **BIDDER** -- Any person, firm, or corporation submitting a bid for the work.
- 1.04 **BONDS** -- Bid, Performance, and Labor & Material Bonds and other instruments of surety, furnished by the Contractor and the Contractor's surety in accordance with the Contract Documents.
- 1.05 **CHANGE ORDER** -- A written order to the Contractor authorizing an addition, deletion, or revision in the work within the general scope of the Contract Documents, or authorizing any adjustments in the contract price or contract time.
- 1.06 **CONTRACT DOCUMENTS** -- The contract, including Invitation for Proposals, Instruction to Bidders, Proposal Forms, Contract and Bond Forms, General Conditions, Special Conditions, Technical Conditions, Caltrans LAPM Forms, Prevailing Wage Rates, Drawings, Insurance Requirements and Addenda.
- 1.07 **CONTRACT PRICE** -- The total moneys payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.08 **CONTRACT TIME** -- The number of calendar days stated in the Contract Documents for the completion of the work.
- 1.09 **CONTRACTOR** -- The person, firm or corporation with whom the Owner has executed the Agreement for any one or multiple bid divisions.
- 1.10 **DRAWINGS** -- The parts of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Engineer.
- 1.11 **ENGINEER** -- The Holt Group, Inc. and/or Consulting Firm performing Construction Management
- 1.12 **FIELD ORDER** -- A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Engineer to the Contractor during construction.
- 1.13 **NOTICE OF AWARD** -- Written notice of the acceptance of the bid from the Owner to the successful bidder.
- 1.14 **NOTICE TO PROCEED** -- Written communication issued by the Owner to the Contractor authorizing him/her to proceed with the work and establishing the date for commencement of the work.
- 1.15 **OWNER** -- City of Holtville
- 1.16 **PROJECT** -- The undertaking to be performed as provided in the Contract Documents.

- 1.17 **RESIDENT PROJECT REPRESENTATIVE** -- The authorized representative of the Owner who is assigned to the project site or any part thereof.
- 1.18 **SHOP DRAWINGS** -- All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.
- 1.19 **SPECIFICATIONS** -- A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship and including the General Conditions, Technical Conditions and Special Conditions.
- 1.20 **SUBCONTRACTOR** -- An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the work at the site.
- 1.21 **SUBSTANTIAL COMPLETION** -- That date certified by the Engineer when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the project or specified part can be utilized for the purposes for which it is intended.
- 1.22 **SPECIAL AND TECHNICAL CONDITIONS** -- Additions to the General Conditions. In the event of a discrepancy, the General Conditions shall govern over the Special Conditions and Technical Conditions.
- 1.23 **SUPPLIERS** -- Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.
- 1.24 **WORK** -- All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the project.
- 1.25 **WRITTEN NOTICE** -- Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party or their authorized representative on the work.



## **SECTION VII -- GENERAL CONDITIONS**

### **2 -- ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

- 2.1 The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the work required by the Contract Documents.
- 2.2 The additional drawings and instructions thus supplied will become part of the Contract Documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

## **SECTION VII -- GENERAL CONDITIONS**

### **3 -- CONSTRUCTION SCHEDULE**

- 3.1 Within ten (10) calendar days after the date of receipt by the Contractor of the Award, the Contractor shall submit to the Engineer a progress schedule showing the proposed sequence of the work and the estimated dates of starting and finishing each work item. Issuance of Notices informing affected Residential and Commercial Establishments and the City of Holtville will be listed as separate items on the Schedule. The progress schedule shall conform to the specified time for the completion of the work; shall show a reasonable and orderly work sequence that will preclude excessive times for completion of any part thereof; shall show and be in accordance with the order and delivery dates for equipment and materials requiring special fabrication or otherwise not readily available for purchase and affecting, or critical with respect to, such time of completion; and shall be subject to the approval of, and modification by, the Engineer. The Engineer shall be advised in advance by the Contractor when construction work is scheduled and the days when no construction work will be completed. Contractor will be charged the cost of inspection for that day or days when construction work was scheduled but not completed and the contractor failed to notify the Engineer and City. The effects of weather or Acts of God are excusable events to which advance notification to the City or Engineer of the inability to complete scheduled work are not required. When, in the judgment of the Engineer, it is necessary to accelerate any part of the work ahead of schedule, the Contractor shall, when directed, concentrate his efforts on such part of the work. Within seven (7) calendar days after the submission of the original schedule, the Contractor shall participate with the Engineer in the review and establishment of critical completion dates within the total contract time which will relate to the successful and timely completion of the project. Any revisions necessary as a result of this review and evaluation process shall be made by the Contractor and resubmitted to the Engineer for approval within seven (7) calendar days. The Contractor shall, at monthly intervals, evaluate work progress with the Engineer by review of actual accomplishments since the previous update. The schedule shall be jointly revised by the Contractor and Engineer to show all changes in network logic, work items sequence, duration of activities, and critical completion dates since the previous update. Data furnished to the Engineer shall include a description of the problem area, current and anticipated delaying factors and their impact, and an explanation of the corrective action to be taken.

## **SECTION VII -- GENERAL CONDITIONS**

### **4 -- DRAWINGS AND SPECIFICATIONS**

- 4.1 The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.
- 4.2 In case of conflict between the drawings and specifications, the specifications shall govern. Figure dimensions on drawings shall govern over scaled dimensions on drawings.
- 4.3 Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities, shall be done at the Contractor's risk.
- 4.4 State of California Department of Transportation Standard Specifications, latest edition, apply to this project. Where State of California Department of Transportation Standard Specifications and this document conflict, the most stringent requirement shall apply.

## **SECTION VII - GENERAL CONDITIONS**

### **5 - SHOP DRAWINGS**

- 5.1 The Contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the Contract Documents. The Engineer shall promptly review all shop drawings. The Engineer's approval of any shop drawings shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any shop drawings which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order.
- 5.2 When submitted for the Engineer's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents. The Contractor shall submit six (6) copies of the shop drawings.
- 5.3 Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawings or submission has been approved by the Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

## **SECTION VII -- GENERAL CONDITIONS**

### **6 -- MATERIALS, SERVICES AND FACILITIES**

- 6.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
- 6.2 Material and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.4 Materials, supplies, or equipment to be incorporated into the work shall not be purchased by the Contractor or the subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

## **SECTION VII -- GENERAL CONDITIONS**

### **7 -- INSPECTION AND TESTING**

- 7.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with the requirements of Caltrans Standard Specifications, latest edition.
- 7.2 The City of Holtville consulting geotechnical firms shall provide all inspection and testing services in accordance with the Contract Documents and the latest revision of the Quality Assurance Program adopted by the City of Holtville. The Contractor shall provide all required certificates of compliance to the consulting geotechnical firms and the Engineer during the submittal review in accordance with the Quality Assurance Program requirements and the contract document requirements. The Contractor shall provide all necessary material samples to the consulting geotechnical firms in accordance with the Quality Assurance Program requirements and the Contract Document requirements. If there is a conflict between the Quality Assurance Program and the Contract Documents testing requirements, the Quality Assurance Program requirements shall prevail.
- 7.3 All Inspection and Testing results in report shall be submitted to the Engineer upon completion of each Inspection and Testing.
- 7.4 The Inspection and Testing Services shall be completed by a firm with a current certification in California Test Methods certified by Caltrans. The laboratory of the testing firm shall be certified by Caltrans. The testing personnel performing the tests for this project shall be certified by Caltrans. Current Caltrans Laboratory Certification and current Caltrans Certifications for testing personnel performing the tests for this project shall be submitted to the Engineer during submittal review process. Testing and Inspection shall be completed in conformance with the current City of Holtville Quality Assurance Program (QAP).
- 7.5 The Engineer shall provide at the Contractor's expense the testing and inspection services required by the Contract Documents should the Contractor fail to perform required inspection and testing services.
- 7.6 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Engineer, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.
- 7.7 Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from the obligations to perform the work in accordance with the requirements of the Contract Documents.
- 7.8 The Engineer and the Engineer's representative will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records on personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.
- 7.9 If any work requiring testing or inspection is covered prior to inspection by the Engineer it must, if requested by the Engineer, be uncovered for the Engineer's observation and replaced at the Contractor's expense.
- 7.10 If the Engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the

work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction.

- 7.11 A prefinal inspection of the work will be made by the Owner, Engineer, project inspector and representatives of the agencies involved in project financing. Such inspection shall be made as soon as practical after the Contractor has notified the Owner in writing that the work is ready for such inspection. The prefinal inspection shall be made prior to acceptance of any portion of the work as being substantially complete and prior to filing of the Notice of Completion.
- 7.12 A final inspection of all the work will be made by the Owner, Engineer, Contractor and representatives of the agencies involved in project financing.

## SECTION VII -- GENERAL CONDITIONS

### 8 -- SUBSTITUTIONS

- 8.1 Whenever a material, article, or piece of equipment is identified on the drawings or specifications by reference to brand name or catalogue numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and the Contract Documents shall be appropriately modified by the change order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without change in the contract price or contract time.



## SECTION VII -- GENERAL CONDITIONS

### 9 -- SURVEYS, PERMITS, AND REGULATIONS

- 9.1 The Contractor shall furnish all staking and layout points as required for the installation of the curb and gutter, p.c.c. driveways, sidewalk, cross gutter, header board, Paving, signage, demolition layout work and any other construction staking requirements for the project. The Contractor is responsible to employ a California-licensed Land Surveyor or Registered Civil Engineer authorized to practice land surveying to oversee the land survey work for this project.

The staking and demolition layout work to be provided by the Contractor is as follows:

1. Contractor shall provide construction staking certification for curb and gutter and Class II Base signed by a registered land surveyor or registered civil engineer.
  2. P.K. Nails were established along the tract line of Ninth Street. Prior to the commencement of construction, stationing shall be established outside of the construction area at an offset determined by the contractor. The stationing shall be established at 25 foot centers with hubs and lath. The offset stationing hubs and lath are to be maintained throughout the construction period. The offset stakes shall be placed on both the north and south sides of Ninth Street.
  3. Demolition layout shall be completed by painting the demolition lines along the pavement areas and concrete infrastructure for sawcutting and grinding. Demolition layout lines in native earth areas shall be established with hubs and lath placed at 25 feet on center and at all angle points along the demolition line.
  4. Provide rough grade stakes for the establishment of the subbase and subgrade for Ninth Street. Rough grade stakes shall be placed at 25 foot stations along the street section at an offset determined by the Contractor and at termination points.
  5. Provide bluetop stakes for the establishment of the subbase grade (top of native material) at the centerline, quarter lines and pavement edges at 25 foot stations for Ninth Street.
  6. Provide bluetop stakes for the establishment of subgrade grade (top of class 2 base) at the centerline, quarter lines and pavement edges at 25 foot stations for Ninth Street.
  7. Place offset hubs 25 feet on center, at centerlines of p.c.c. driveways, end of curve radius's, beginning of curve radius's,  $\frac{1}{4}$  and  $\frac{1}{2}$  delta angle points at curb radius's and curb and gutter ending points, angle points and grade breaks of sidewalk/driveways, at an offset established by the contractor for the rough grading work required to establish subbase elevation grade for the A.C./ARHM Pavement, curb and gutter, sidewalk and driveways infrastructure along the north side of Ninth Street. Cut and fill vertical distances from the hubs to the curb and gutter flowline grade will be established.
  8. Place offset hubs 25 feet on center, at a 3 foot offset from the curb and gutter face of curb for all curb and gutter at the project site. Install a centerline hub at all new driveway entrances. Cut and fill vertical distances to flowline grade shall be established.
  9. The Contractor shall contact the Construction Manager/Resident Engineer prior to commencing construction staking activities. Stakes destroyed by the contractor or subcontractors shall be re-set by the Contractor at no additional cost to the City.
  10. The contractor shall provide three (3) sets of cut sheets and electronic spreadsheet file in excel format to the Engineer within 24 hours after the completion of staking activities.
- 9.2 The Contractor shall carefully preserve benchmarks, reference points, stakes and layout points, and in case of willful or careless destruction, shall be charged with the resulting expense and

shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

- 9.3 Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stated in the Contract Documents. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Section 12, Changes in the Work.
- 9.4 The Contractor shall be responsible for the compliance by subcontractors of all tiers with the above provisions.

## **SECTION VII -- GENERAL CONDITIONS**

### **10 -- PROTECTION OF WORK, PROPERTY AND PERSONS**

- 10.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to, all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, sidewalks, pavements, roadways, structures, p.c.c. curb and gutter, p.c.c. cross gutters, and utilities not designated for removal, relocation or replacement in the course of construction.
- 10.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He will notify the Engineer of adjacent utilities when prosecution of the work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 10.3 In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or City shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.
- 10.4 The Contractor shall maintain all portions of the work in a neat, clean and sanitary condition at all times. Toilets shall be furnished by the Contractor where needed for use by all employees and their use shall be strictly enforced. The Contractor shall also be responsible for furnishing and maintaining a potable water supply.
- 10.5 The Contractor shall keep adequate first-aid facilities and supplies available.
- 10.6 The Contractor shall assure that his Subcontractors of all tiers shall comply with the foregoing provisions.

## **SECTION VII -- GENERAL CONDITIONS**

### **11 -- SUPERVISION BY CONTRACTOR**

- 11.1 The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated within 10 days after the Notice to Proceed in writing by the Contractor as the Contractor's representative at the site. If a supervisor or superintendent is replaced during the project, the name of the new supervisor or superintendent shall be forwarded in writing to the Engineer. The supervisor shall have full authority to act on behalf of the Contractor, including the signature of payment requests, and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times to perform adequate supervision and coordination of the work.
- 11.2 The Contractor shall act as an independent Contractor in performing work under the Contract Documents, maintaining complete control over his employees and all of his Subcontractors. The Contractor shall perform all work in an orderly and workmanlike manner, enforce strict discipline and order among his employees and assure strict discipline and order by his Subcontractors.
- 11.3 The Contractor shall employ only competent and skilled men to perform any work. The Contractor shall be responsible for maintaining satisfactory conduct of his employees.
- 11.4 The Contractor shall be responsible for maintaining labor relations in such manner and by such methods as will provide for harmony among workmen, and, to the extent permissible under federal and state law, shall be bound by the terms and provisions of the Agreement creating the National Joint Board for Settlement of Jurisdictional Disputes, and the Contractor agrees that any decision or interpretation by such Joint Board shall be immediately accepted. The Contractor shall assure that his Subcontractors of all tiers comply with the provisions set forth above.
- 11.5 The Contractor shall provide and use on any work only such construction plant and equipment as are capable of producing the quality and quantity of work and materials required by the Contract Documents and within the time or times specified. Before proceeding with any facilities including but not limited to temporary structures, pipelines, equipment, grading and permanent structures, the Contractor shall, at his expense, furnish the Engineer with such information and drawings relative to such equipment, plant and facilities as the Engineer may request. Upon written order of the Engineer, the Contractor shall promptly remove unsatisfactory equipment and facilities from the site.

## **SECTION VII -- GENERAL CONDITIONS**

### **12 -- CHANGES IN WORK**

- 12.1 The City may at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by a Change Order.
- 12.2 The Engineer also may at any time by issuing a Field Order make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the Engineer written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or Time within thirty (30) calendar days. The Contractor shall execute such changes upon the receipt of an executed Change Order or further instructions from the City.
- 12.3 In the event of any emergency which the Engineer determines endangers life or property, any work required by reason of such an emergency shall be performed in accordance with verbal orders from the Engineer. These orders will be confirmed in writing as soon as practicable. Any such authorization, whether written or verbal, may be accompanied by drawings and data as are necessary to show the extent of such change or extra work. In the event of ordered emergency work, the Contractor shall keep accurate records of actual costs in accordance with Subparagraph 14.2 (c) until such time as Agreement of compensation is reached. Keeping of such records shall not be construed as an indication that this method of compensation is necessarily acceptable for such emergency work and shall not preclude the possibility of an Agreement to pay for such emergency work on a unit-price or lump-sum basis. Upon determination as to the compensation due the Contractor for performing any emergency work, the Contract Documents will be amended in writing by a Change Order.

## **SECTION VII -- GENERAL CONDITIONS**

### **13 -- CHANGES IN CONTRACT PRICE**

- 13.1 All changes which affect the cost or time of the construction of the project must be authorized by means of a Change Order. The Change Order will include extra work, work for which quantities have been dramatically altered from those shown in the bidding schedule. All changes should be recorded on a Change Order as they occur. Each Change Order must contain complete and detailed justification for all items addressed by the Change Order.
- 13.2 The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:
- a. An agreed lump sum.
  - b. The actual cost of labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work to cover the cost of general overhead and profit.
  - c. Unit prices previously approved.

## **SECTION VII -- GENERAL CONDITIONS**

### **14 -- TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- 14.1 The date of beginning and the time for completion of the work are essential conditions of the Contract Documents, and the work embraced shall be commenced on the date specified in the Notice to Proceed.
- 14.2 The Contractor will proceed with the work at such rate of progress to insure full completion within contract time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- 14.3 If the Contractor shall fail to complete the work within the contract time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.
- 14.4 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner or Engineer.
- 14.4.1 To any preference, priority or allocation order duly issued by the Owner.
  - 14.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to: acts of God, or of the public enemy, acts of Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.
  - 14.4.3 To any delays of subcontractors occasioned by any of causes specified in Paragraphs 14.4.1 and 14.4.2 of this article.

## SECTION VII -- GENERAL CONDITIONS

### 15 -- CORRECTION OF WORK

- 15.1 The Contractor shall promptly remove from the premises all work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.
- 15.2 All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.



## SECTION VII -- GENERAL CONDITIONS

### 16 -- SUBSURFACE CONDITIONS

- 16.1 The Contractor shall promptly, and before such conditions are disturbed except in the event of an emergency, notify the Owner by written notice of:
- 16.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
  - 16.1.2 Unknown physical condition at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- 16.2 The Owner shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment hereunder shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless the required written notice has been given; provided that the Owner may, if the Owner determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

## **SECTION VII -- GENERAL CONDITIONS**

### **17 -- SUSPENSION OF WORK, TERMINATION, AND DELAY**

- 17.1 The Owner may suspend the work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Engineer which shall fix the date on which work shall be resumed. The Contractor will resume that work on the dates so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the contract time, or both, directly attributed to any suspension.
- 17.2 If the Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if the Contractor files a petition to take advantage of any debtor's act, or to re-organize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen, or suitable material, or equipment, or repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment, or disregards the authority of the Engineer, or otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and its surety a minimum of ten (10) days from delivery or a written notice, terminate the services of the Contractor and take equipment and machinery thereon owned by the Contractor, and finish the work by whatever method the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.
- 17.3 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.
- 17.4 After ten (10) days from delivery of a written notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Contract. In such case the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.
- 17.5 If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner, or under an order of court or other public authority, or the Engineer fails to act on any request for payment within sixty-four (64) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within sixty-four (64) days after its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Owner and the Engineer, terminate the contract and recover from the Owner payment for all work executed and all expenses sustained. In addition and in lieu of terminating the contract, if the Engineer has failed to act on a request for payment or if the Owner has failed without good cause to make any payment as aforesaid, the Contractor may, upon ten (10) days written notice to the Owner and the Engineer, stop the work until paid all amounts then due, in which event and upon resumption of the work, Change Orders shall be issued for adjusting the contract price or extending the contract time or both to compensate for the costs and delays attributable to the stoppage of the work.
- 17.6 If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract

Documents, or if no time is specified, within a reasonable time, an adjustment in the contract price or extension of the contract time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

## **SECTION VII- GENERAL CONDITIONS**

### **18 -- PAYMENT TO CONTRACTOR**

- 18.1 At least ten (10) days before each progress payment falls due (but not more often than every thirty-one (31) calendar days), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, such as paid invoices, or other written evidence satisfactory to the Owner, as will establish the Owner's interest therein, including applicable insurance. The Engineer within ten (10) days after receipt of each partial payment estimate, shall either indicate in writing approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within fifteen (15) days of presentation of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to five (5%) of said estimate.
- 18.2 All progress payments and the final payment shall be processed on a "Partial Payment Estimate" form similar to A.I.A. Document G702.
- 18.3 Prior to substantial completion, the Owner, with approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work.
- 18.4 The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.
- 18.5 Upon completion and acceptance of the work, the Engineer shall issue a certificate attached to the final payment request that the work has been accepted under the conditions of the Contract Documents. The entire balance will be due the Contractor thirty-five (35) days after the timely recording of a Notice of Completion, or ninety (90) days after completion and acceptance of the work, whichever is earlier.
- 18.6 The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demand of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, the Contractor's Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

- 18.7 The Engineer may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the Owner from loss on account of:
- a. Defective work not remedied.
  - b. Claims filed or reasonable evidence indicating probable filing of claims.
  - c. Failure of Contractor to make payments properly to Subcontractors or for material or labor.
  - d. A reasonable doubt that the work can be completed for the balance then unpaid.
  - e. Damage to another Contractor.
  - f. Performance of work in violation of the terms of the Contract Documents.
- 18.9 Where work on lump sum or unit price items is substantially complete but lacks clean-up and/or corrections ordered by the Engineer, amounts shall be deducted from lump sum items in partial payment estimates to amply cover such clean-up and corrections.
- 18.10 Public Contract Code Section 22300 allows for an escrow in lieu of retention provision which may be enacted at the discretion of the Contractor.

**SECTION VII -- GENERAL CONDITIONS**

**19 -- ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

- 19.1 The acceptance of the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically accepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents or the Performance and Payment Bonds.

## SECTION VII -- GENERAL CONDITIONS

### 20 -- INSURANCE

- 20.1 The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the Contractor's execution of the work, whether such execution be by the Contractor and Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

The insurance requirement provisions are contained in Section VI, the Contract and Bond Forms Section of the specifications.

## SECTION VII -- GENERAL CONDITIONS

### 21 -- CONTRACT SECURITY

- 21.1 The Contractor shall within ten (10) calendar days after the receipt of the Notice of Award furnish the Owner with a Performance Bond and a Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract Documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of California and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared bankrupt, or loses its right to do business in the state in which the work is to be performed, or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bonds shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.
- 21.2 The Performance Bond and the Payment Bond to be furnished by the Contractor shall be executed on the forms provided in this document.
- 21.3 The contract security provisions are contained in Section VI, The Contract and Bond Forms Section of the specifications.



**SECTION VII -- GENERAL CONDITIONS**

**22 -- ASSIGNMENTS**

- 22.1 Neither the Contractor nor the City shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of any right, title or interest therein, or any obligation thereunder, without written consent of the other party.

## **SECTION VII -- GENERAL CONDITIONS**

### **23 -- INDEMNIFICATION**

- 23.1 The Contractor will indemnify and hold harmless the City and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom; and is caused in whole or in part by any negligent or will act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 23.2 In any and all claims against the City or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.
- 23.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

## **SECTION VII -- GENERAL CONDITIONS**

### **24 -- SEPARATE CONTRACTS**

- 24.1 The City reserves the right to enter into other contracts in connection with this project. The Contractor shall afford other Contractor's reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate the Work with theirs. If proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the contractor shall inspect and promptly report to the Engineer any defects in such Work that renders it unsuitable for such proper execution and results.
- 24.2 The Owner may perform additional Work related to the Project or the Owner may enter into other Contracts containing provisions similar to these. The Contractor shall afford the other Contractors who are parties to such Contracts (or the Owner, if the Owner is performing the additional Work) reasonable opportunity of the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate the Work with theirs.
- 24.3 If the performance of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves an additional expense or entitles it to an extension of the Contract Time, the Contractor may make a claim thereof as provided in Section VII Items 12.1, 12.2, 13.1, and 13.2.

## **SECTION VII -- GENERAL CONDITIONS**

### **25 -- SUBCONTRACTING**

- 25.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.
- 25.2 The Contractor shall not award Work to Subcontractor(s), in excess of forty (40%) percent of the Contract price, without prior written approval of the Owner.
- 25.3 The Contractor shall be fully responsible to the Owner for the acts and omissions of its Subcontractors, and persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it.
- 25.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and give the Contractor the same power with regard to terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.
- 25.5 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.
- 25.6 Prompt progress payment to subcontractors – per State of California Department of Transportation Standard Specifications, Standard Special Provisions and Standard Plans

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

- 25.7 Prompt Payment of Funds Withheld to Subcontractors – Per State of California Department of Transportation Standard Specifications, Standard Special Provisions and Standard Plans

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

## **SECTION VII -- GENERAL CONDITIONS**

### **26 -- ENGINEER'S AUTHORITY**

- 26.1 The Engineer shall act as the City's representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed, and shall interpret the intent of the Contract Documents in a fair and unbiased manner.
- 26.2 The Contractor shall be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the Work. Inspections may be at the factory or fabrication plant of the source of material supply.
- 26.3 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety unless specified otherwise in these specifications.
- 26.4 The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.

## SECTION VII - GENERAL CONDITIONS

### 27 - LAND AND RIGHT-OF-WAY

- 27.1 Prior to issuance of the Notice to Proceed, the City shall obtain all land and right-of-way necessary for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.
- 27.2 The City shall provide to the Contractor information which delineate and describes the lands owned and right-of-way acquired.
- 27.3 The Contractor shall provide at its own expense and without liability to the City any additional land and access thereto that the Contractor may desire for temporary construction facilities; or for storage of materials.

**SECTION VII -- GENERAL CONDITIONS**

**28 -- GUARANTEE**

- 28.1 The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of the damage of other parts of the system resulting from such defects. The City shall give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred.

## **SECTION VII -- GENERAL CONDITIONS**

### **29 -- ARBITRATION**

- 29.1 All claims, disputes, and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, except for claims which have been waived by the acceptance of final payment as provided by subsection 18, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. If this is a "public works contract" as defined in Section 4600 of the California Government Code, the arbitration shall be conducted pursuant to Sub-section 10240 - 10240.13 of the California Public Contract Code. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.
- 29.2 Notice of the request for arbitration shall be filed in writing with the other party to the Contract Documents and a copy shall be filed with the Engineer. Request for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.
- 29.3 The Contractor shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.



**SECTION VII -- GENERAL CONDITIONS**

**30 -- TAXES**

- 30.1 The Contractor shall pay all sales, consumer, use and other similar taxes required by the laws of the City of Holtville, State of California, United States of America.

## **SECTION VII -- GENERAL CONDITIONS**

### **31 -- CONFLICT OF INTEREST**

- 31.1 No member of or delegate to Congress or City Council Member shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.
- 31.2 No official of the City who is authorized in such capacity and on behalf of the City to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall become directly or indirectly involved personally in this contract or in any part thereof. No officer, employee, architects, attorney, engineer or inspector of or for the City who authorized in such capacity and on behalf of the City who is in any legislative, executive, supervisory or other similar functions in connection with the construction of the project shall become directly or indirectly involved personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract or any other contract pertaining to the project.

**SECTION VII -- GENERAL CONDITIONS**

**32 -- PRE-CONSTRUCTION CONFERENCE**

- 32.1 Prior to the start of construction, the Engineer will conduct a preconstruction conference. At the conference, the Engineer will review the project with the Contractor and other interested parties. On lump sum projects the Contractor shall present a comprehensive breakdown of the contract price as a basis for payment for review and approval by the Engineer.

**SECTION VII -- GENERAL CONDITIONS**

**33 -- AFFIRMATIVE ACTION**

- 33.1 Each Contractor shall be required to have an affirmative action plan which declares that it does not discriminate on the basis of race, color, creed, national origin, sex, marital status, or age and which specifies goals and target dates to assure compliance with this requirement by contractors and to assure that suspected or reported violations are promptly investigated.

**SECTION VII -- GENERAL CONDITIONS**

**34 -- CLEAN UP**

- 34.1 The Contractor shall at all times keep the premises occupied by him and access to such premises in a neat, clean and safe condition. Upon completion of any Work, the Contractor shall promptly remove all his equipment, temporary structures, and surplus construction and other materials not to be used at or near the same location during later stages of work. Upon completion of any work and before final payment is made, the Contractor shall, at his expense, satisfactorily dispose of all plants, buildings, rubbish, unused materials, concrete forms and other equipment and materials belonging to him or used in the performance of work and the Contractor shall leave the premises in a neat, clean and safe condition. In the event of the Contractor's failure to comply with any of the foregoing, the same may be accomplished by the City at the Contractor's expense.

**SECTION VII -- GENERAL CONDITIONS**

**35 -- FIRE PREVENTION**

- 35.1 The Contractor shall not permit unauthorized fires either within or adjacent to the limits of the Project and shall be liable for all damage from fire due directly or indirectly to its own activities, or those of its employees or of its Subcontractor or their employees. The contractor shall conform to all state and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the Project. A copy of each required permit shall be furnished to the Engineer.

## **SECTION VII -- GENERAL CONDITIONS**

### **36 -- TITLE TO MATERIALS FOUND**

- 36.1 Unless otherwise provided in the Contract, the title and interest in the right to use all water, and the title to all soil, stone, gravel, sand materials, timber, and all other materials, developed or obtained in the excavation or other operations by the Contractor or any of his Subcontractors, or any of their representatives or employees, and the right to use or dispose of the same are hereby expressly reserved by the City and neither the Contractor nor any of his Subcontractors, not any of their representatives or employees, shall have any right, title or interest in or to any part thereof; neither shall they, nor any of them assert to make any claim thereto.
- 36.2 In the event that any Indian relics or items with archeological or historical value are discovered by the Contractor or any of his Subcontractors or any of their representatives or employees, the Contractor shall immediately notify the Engineer and await the Engineer's decision before proceeding with any Work. Such relics and items shall be the property of the City.

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## **SECTION VIII - SPECIAL CONDITIONS**

### **1. MOBILIZATION**

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the Project site for all other work and operations that must be performed or costs incurred before beginning work on the various Contract items on the Project site.

Mobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Obtaining all permits, licenses, insurance, and bonds. Providing copies to the ENGINEER;
2. Moving onto the Jobsite all of CONTRACTOR'S plant and equipment and establishing a staging area as required;
3. Developing construction water supply;
4. Providing restroom facilities for construction personnel;
5. Providing for potable water facilities as specified. This includes a means by which all on site Contractor, Subcontractor or supplier personnel can wash their hands with soap. It also includes providing potable drinking water to the construction personnel at the project site;
6. Submitting all required Subcontractor insurance certificates and bonds;
7. Posting all CAL/OSHA required notices and establishment of safety programs;
8. Having the Contractor's representative at the Jobsite full time;
9. Furnishing of Construction Schedule, Contract Price Breakdown (Schedule of Values) and Submittal Schedules and Submittal Documents;
10. Complying with the Air Pollution Control District Permit Requirements and paying the associated Fees;
11. Complying with the CEQA/NEPA Categorical Exemption and Exclusion Determinations;
12. Providing Project Signs (Contractor's Identity Sign and Project Identity Sign);
13. Potholing of the Existing Underground Utilities;
14. Complying with the Caltrans Local Assistance Procedures Manual requirements and completing and submitting the required LAPM forms in timely manner; and
15. Paying other miscellaneous fees

All costs incurred for the mobilization and the associated work and all other work not specifically said nor included in the bid item list shall be included in the Bid Item for the Mobilization cost and no additional compensation shall be provided.

## 2. AS-BUILT DRAWINGS

The Contractor shall maintain a set of drawings at the site showing all “as-built” changes made to date. A marked-up set of drawings shall be delivered to the Construction Manager upon completion of the work which shall reflect all “as-built” modifications.

## 3. SUBMITTALS

The contractor shall submit the following shop drawings or submittal information to the engineer for review and approval prior to commencing construction work at the project site. A total of six (6) sets of submittal documents shall be forwarded to the engineer. Three (3) reviewed submittal documents shall be forwarded to the contractor. This list is not intended to be all inclusive and the engineer reserves the right to demand shop drawings and submittal information associated with any other items at its discretion.

1. Class 2 Base gradation, durability, R-value and sand equivalent
2. Asphalt Rubber Hot Mix (ARHM) design for pavement. The combined aggregate gradation, individual bin gradations (hot for batch, cold for drum plant), percentage of each bin, asphalt rubber content, density, air voids, voids in mineral aggregates, stability, aggregate source, asphalt binder source and all other standard parameters
3. SS-1H Technical Data Sheets and percent of Asphalt Emulsion for Tack Coat
4. P.C.C. concrete mix design (5,000 psi)
5. Fibermesh – 1 ½ lbs per cubic yard of concrete
6. Traffic Control Signs, Traffic Control Devices, Cones, Barricades and all other items required per the Traffic Control Plan
7. Erosion Control BMPs
8. Reinforcing bars – Certificate of Compliance and Buy America Certification
9. Project identity sign, Federal and State Contractor’s Employee Notices and Poster Signs
10. Construction Schedule
11. Letter designating project superintendent
12. Schedule of Values
13. Certificates of Compliance as required by the Construction Manager
14. Buy America Certificates
15. Caltrans LAPM forms as required by the City of Holtville Representative(s) and Caltrans District Local Assistance Engineer (DLAE)

The Contractor shall not initiate construction until all material submittals are approved by the Engineer.

#### 4. STREET GEOTECHNICAL TESTING REQUIREMENTS

All geotechnical testing and inspections required for this project shall be completed by the Caltrans certified geotechnical engineers and laboratory(ies) in accordance with the Caltrans "CT" Method unless otherwise specified on the plans. All geotechnical testing shall be completed by two (2) independent geotechnical engineering firms. One geotechnical firm shall provide Acceptance Testing (AT) for Quality Control and the other shall provide Independent Assurance Program (IAP) services for Quality Assurance in accordance with the City of Holtville Quality Assurance Program (QAP). The Contractor shall provide and pay for Acceptance Testing (AT) services for Quality Control and the City of Holtville shall provide Independent Assurance Program (IAP) services for Quality Assurance.

A copy of all tests shall be forwarded to the Construction Manager within four (4) days after the testing is complete.

The Geotechnical testing shall include but not be limited to compaction tests on Class 2 Base and granular sand material. Compaction and extraction, gradation testing for the A.C./ARHM pavement shall be required during the project. The Construction Manager shall determine the location of the tests. Gradation, durability, R-value and sand equivalent tests for Granular Sand and Class 2 Base shall be required during the Submittal process. Compaction testing for the Class 2 Base shall be required. Mix designs for the A.C./ARHM pavement shall also be required during the Submittal process.

- A. A compaction test for the subgrade (top of Class 2 Base grade) shall be required for every 2,500 square feet of subgrade beneath asphalt pavement structure section.
- B. A compaction test for the Class 2 Base shall be required for each driveway entrance.
- C. A compaction test for the Class 2 Base shall be required for every 100 lineal feet of P.C.C. curb and gutter installed.
- D. A compaction test for the Class 2 Base shall be required for every 100 lineal feet of sidewalk installed.
- E. An extraction/gradation test shall be completed from an A.C./ARHM pavement sample obtained by the geotechnical consultant representative each morning pavement operations occur.
- F. A compaction test for the A.C./ARHM pavement shall be required for every 2,500 square feet of A.C./ARHM. street surface area.
- G. A.C./ARHM pavement density testing shall be conducted by the geotechnical representative during the placement of A.C./ARHM pavement.
- H. One (1) set of cylinders and one (1) slump test shall be required for every 50 cubic yards of concrete except that a minimum of one (1) set of cylinders and slump test shall be required each day twenty (20) or more yards of concrete are placed at a project site. The maximum allowable slump shall be 4 inches. A set of cylinders shall be composed of three (3) cylinders. The first cylinder of a set shall be tested after seven (7) days curing. The second cylinder of a set shall be tested after 28 days curing. The third cylinder shall be held in reserve and tested if directed by the engineer. The test results will be forwarded to the engineer for review. The engineer shall receive a concrete vendor slip for each truck load of concrete delivered to the project site. A Certificate of Compliance for concrete mix shall be provided for each day concrete is delivered to the project site.
- I. One (1) compaction test for the native earth shoulders shall be obtained for each 300 lineal feet of 5-foot wide shoulder installed. A minimum of five (5) compaction tests along Ninth Street shall be required.

- J. An A.C./ARHM mix design and concrete mix design shall be submitted for the review and approval of the engineer during the submittal process.
- K. Geotechnical testing for the Class 2 Base during the submittal process.
- L. Geotechnical engineers shall provide the Engineer with Monthly Summary Reports and Final Project Summary Reports per the Caltrans Local Assistance Procedure Manual (LAPM) and shall provide all other documentations required by Caltrans.

#### **5. BUSINESS LICENSE**

The Contractor and Subcontractors performing work on this project shall obtain a business license from the City of Holtville at 121 W. Fifth Street, Holtville, California 92250, telephone number (760) 356-2912. The Contractor and Subcontractors shall contact the City regarding the cost of the license and include the cost in the proposal.

#### **6. CONSTRUCTION WATER**

Construction water required during the project shall be available to the Contractor at fire hydrants as determined by the City of Holtville Public Works Manager at no cost to the Contractor. The Contractor shall be required to provide a City of Holtville approved backflow preventer(s) and discharge piping and fittings.

#### **7. STAGING AREA**

The City of Holtville shall afford the Contractor an area within the Public Works Compound on the south side of Fourth Street east of Cedar Avenue for storage of material and staging of construction operations.

#### **8. SWEEPING OF STREET PAVEMENT AND P.C.C. INFRASTRUCTURE**

At the conclusion of construction activities, after the placement of the new A.C./ARHM pavement, the pavement surface shall be swept clean of dirt, construction debris and particulate matter. The dirt, construction debris and particulate matter shall be removed and disposed of by the Contractor.

The existing concrete infrastructure including handicap ramps, spandrels, valley-gutters, sidewalks, driveways, barrier curb, curb and gutter and all other concrete infrastructure shall be swept clean of particulate matter, dirt, debris and cleaned of vegetation prior to the commencement of construction activities. The Contractor shall remove and dispose of the particulate matter, dirt, debris and vegetation. After the conclusion of construction activities the Contractor shall sweep and clean the existing and new concrete infrastructure along the street sections of all construction debris, dirt and particulate matter. The Contractor shall remove and dispose of the construction debris, dirt and particulate matter.

#### **9. EXCESS NATIVE MATERIAL DISPOSAL**

The excess native material resulting from the project shall be transported to a designated area within the City of Holtville Public Works Yard located south of Fourth Street between Cedar Avenue and Fern Avenue. All excess native material to be removed shall be transported to the designated area at the end of each working day during the construction period. At the conclusion of the project, the native material shall be placed in maximum one (1) foot lifts at the bottom of the large pond within the City of Holtville Public Works Yard. The native material shall be leveled and compacted to 90 percent of maximum density per Caltrans Standard

Specifications. Additional lifts of native material shall not be placed until previous lifts have attained the specified percentage compaction.

## **10. IMPERIAL IRRIGATION DISTRICT ENCROACHMENT PERMIT**

Encroachment Permit Number 4197 was issued to the City of Holtville by the Imperial Irrigation District (IID) to construct street improvements along the north side of Ninth Street between Ash and Oak Avenues, for the work encroaching onto the IID easement.

The City of Holtville forwarded the Imperial Irrigation District a fee to cover the permit review process. The City of Holtville submitted a non-refundable deposit of \$1,050 to the IID Engineering Services Section, Water Department to cover the costs of the plan check review, inspection and update of IID Record drawing. The City of Holtville will be directly paying additional inspection fees to IID, if required. No additional fees shall be required to be forwarded to the Imperial Irrigation District by the Contractor, unless the additional inspections fees were incurred based on the Contractor's failed work.

There is an existing underground pipeline along the north side of Ninth Street which will need to be protected from heavy equipment/material load. The Contractor shall install temporary fencing and/or silt fencing along the right-of-way line within the project limits so that no construction equipment, vehicles or materials are staged or stockpiled within IID's easement.

The Contractor shall include all labor, material, maintenance, installation, removal and all other costs associated with the installation of the temporary fencing in the lump sum cost paid for the mobilization under Bid Item No. 1 of the Schedule of Items in Section V – Proposal Forms of the Contract Documents and no additional/separate compensation shall be provided to the Contractor.

It shall be the responsibility of the Contractor to provide the Imperial Irrigation District a Hold Harmless/Indemnity Statement and Certificate of Liability Insurance naming the Imperial Irrigation District as an additional insured per the Imperial Irrigation District's requirements. The Contractor shall also coordinate with the City of Holtville regarding any other requirements required by the Imperial Irrigation District. The Contractor shall comply with all provisions of the Imperial Irrigation District Encroachment Permit and include the cost of the provisions within his/her bid amount.

The Imperial Irrigation District Encroachment Permit Applications follows:

**SECTION CONTINUED WITH THE IMPERIAL IRRIGATION DISTRICT ENCROACHMENT PERMIT APPLICATION.**

**Imperial Irrigation District  
Post Office Box 937  
Imperial, California 92251  
(760) 339-9239**

**ENCROACHMENT PERMIT NO. 4197**

Date: August 29, 2023

In compliance with request of CITY OF HOLTVILLE, Owner(s) of Record or Future Owner(s) of Record, hereinafter referred to as "Permittee" dated July 7, 2023, and subject to all the terms, conditions and restrictions written below or printed as general or special provisions on any part of this form, PERMISSION IS HEREBY GRANTED by Imperial Irrigation District, hereinafter referred to as "IID" or "District," to Permittee as follows:

**Encroachment Location**

North of Ninth Street Ditch located between Webb and Oak Avenues, in the city of Holtville; within Section 25, Township 15 South, Range 15 East, S.B.M.

**Encroachment**

Install, operate and maintain roadway improvements above the existing underground portion of Ninth Street Ditch (underground pipe) located on the northside between Ash and Oak Avenues. Refer to sheets 4 and 5 of "9<sup>th</sup> Street Plan and Profile Improvement Plans, attached hereto and made part of.

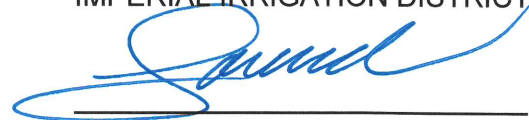
**PERMITTEE TO COMPLY WITH THE FOLLOWING CONDITIONS:**

1. The plans show compaction of sub-grade for the paved areas. Care must be taken to protect the integrity of the Ninth Street Ditch underground pipe during excavation, compaction, and any other construction activities. At no time shall be there less than three (3) feet of cover over the underground pipeline.
2. Permittee shall utilize rubber tire, light loading equipment for working within IID right-of-way near the Ninth Street Ditch underground pipeline. Mechanical equipment is permitted to operate within three (3) horizontal feet and/or two (2) vertical feet of the pipeline. Any closer work must be performed by hand.
3. No deep-rooted plants or trees allowed in the IID 40-foot easement. Only shrubs will be acceptable.
4. Permittee shall contact IID Southern Division Office, Mr. Henry Dollente at (760) 482-9800 or via email to [hvdollente@iid.com](mailto:hvdollente@iid.com), to coordinate construction a minimum two days prior to start of work and after completion of the work.
5. Special notice to General Provision No. 8 must be taken. At any time the District desires to construct, reconstruct or do maintenance work on its facilities in the right-of-way, or to use the right-of-way for any purpose, Permittee shall, upon request of the District, immediately move, remove, relocate or otherwise change any improvements, work or installation in the right-of-way, all at the sole expense of Permittee.

6. Pursuant to General Provisions No.14, Permittee is responsible for all as-built drawings. The IID Inspector will not collect any as-built information. If as-builts drawings are not provided by Permittee, IID Engineering Services will perform the task and charge the Permittee accordingly. Please note that these charges would be in addition to the permit fee.
7. Pursuant to General Provision No. 15, Permittee or its contractor must notify the District inspector at (760) 339-9888 or via email [wdmatejovsky@iid.com](mailto:wdmatejovsky@iid.com) at least 48 hours prior to start of the work, and must also call 1-800-422-4133 (Underground Dig Alert) to obtain permission prior to any excavation or fill. The 48-hour notice is required to give ample time to schedule an inspector. The contractor must also keep the IID inspector informed of schedule changes for construction activities that require inspection. Sufficient coordination between the contractor and the inspector during construction will facilitate the permit process and minimize the amount of inspection time required.
8. Encroachment permit shall be kept at the site of the work and must be shown to any representative of the District.
9. Permittee shall submit a non-refundable deposit of \$1,050 to Engineering Services Section, Water Department, 333 E. Barioni Blvd., Imperial, CA 92251, with the attached copy of the application to cover the costs of review, inspection and update of IID record drawing. This deposit is required prior to the issuance of the permit.
10. **Energy Department**. There are no impacts to energy facilities.



This permit is to be strictly construed and no work other than that specifically mentioned above is authorized hereby. Performance of the work shall be deemed acceptable by the Permittee of all terms and conditions of this permit.

IMPERIAL IRRIGATION DISTRICT



Laura Cervantes, Supervisor  
Real Estate Section

Approved by Water Department

By   


## GENERAL PROVISIONS

1. **ACCEPTANCE OF PROVISIONS.** Permittee's engagement in any activity under this permit shall constitute an acceptance of these provisions.
2. **DISTRICT TITLE.** This permit only relates to encroachment on the District's right of way. The District has title to the right of way based upon recorded right of way deeds and/or implied dedication. This permit does not address encroachment on the real property or right to real property belonging to any other entity. The District makes no warranty concerning this encroachment and the real property, or the right to real property belonging to any other entity. Permittee places this encroachment at its own risk.
3. **KEEP PERMIT ON THE WORK.** This permit shall be kept at the site of the work and must be shown to any representative of the District.
4. **ADDITIONAL AUTHORIZATION.** Permittee shall secure written authorization, order or consent, prior to the performance of any work hereunder, from any private or public entity, or other lawful authority which may pertain to the use of the right of way or real property and the type of activity for which this permit is granted. This permit shall be suspended in operation unless and until such authorization, order or consent is obtained.
5. **MAINTENANCE.** Permittee shall exercise reasonable care to maintain properly any encroachment placed by it in the right of way and to exercise reasonable care in inspecting for and immediately repairing and making good any damage to any portion of the right of way as a result of activities performed under this permit, including any and all damage to the right of way which would not have occurred had such work not been done or such encroachment not placed therein. The District shall not be held responsible for any damage to any improvements or facilities installed by Permittee under this permit, whether said damage is caused by the District or its agent or otherwise.
6. **CLEAN UP RIGHT OF WAY.** Upon completion of any activity under this permit, the right of way shall be placed in the same condition or better than it was immediately prior to the work. For example, all brush, timber, scraps, trash and material shall be entirely removed and the right of way let in as presentable condition as before work started.
7. **CONSTRUCTION.** All construction activity pursuant to this permit shall conform to recognized construction. All of the work shall be done subject to the supervision of, and to the satisfaction of, the District.
8. **FUTURE MOVEMENT OF WORK OR INSTALLATION.** Whenever the District desires to construct, reconstruct or do maintenance work on District facilities on the right of way, or to use the right of way for any purpose, the Permittee shall, upon request of the District, immediately move, remove, relocate or otherwise change, any improvements, work or installation on the right of way, all at the sole expense of the Permittee.
9. **INDEMNITY.** The Permittee shall, to the fullest extent permitted by law, indemnify and save the District free and harmless of and from all claims, demands, losses, and liability, including cost and legal fees, arising directly or indirectly out of obligations undertaken in connection with this permit, excepting only claims arising from the sole negligence or misconduct of the District.
10. **INSURANCE.** At any time, at the judgment of the District, Permittee may be required to obtain commercial general liability insurance, naming Permittee as insured and the District as additional insured, with total limits of any amount up to \$1,000,000 per occurrence and \$2,000,000 general aggregate. Permittee's failure to obtain such insurance when required shall be a material breach of this permit.
11. **BOND.** At any time, at the judgment of the District, Permittee may be required to obtain a bond, in an amount equal to the value of work or improvements constructed or activities performed by Permittee. Permittee's failure to provide a bond when requested shall be a material breach of this permit.
12. **NO HAZARDOUS MATERIALS/WASTE OR SPILLS.** Storage and/or disposal of any hazardous material(s) or hazardous waste(s) on to this right of way are expressly forbidden. Any spills of a hazardous material or hazardous waste used or produced during the permitted activity is to be cleaned up immediately by the Permittee, at their expense. The District's Hazardous Materials Unit is also to be notified in the event of a hazardous release by contacting either the District's Power Dispatch: (760) 339-0510 or Water Dispatch: (760) 339-9381. The District has the absolute right to immediately suspend an operation that does not adhere to these requirements, or is found in violation of any Local, State, or Federal Environmental Regulations, until the problem is adequately or completely resolved.
13. **CONDITIONS FOR SERVICE PIPE INSTALLATION.** Prior to installation of service pipes the following conditions are required: 1) The District's Utility Work Coordinator shall be notified 48-hours prior to start of work at (760) 339-9169, 2) DHS Approved Provider alternative water delivery service for all business or residential structures receiving only canal water, 3) installation of a District approved locking device/shut-off valve (to facilitate disconnection should the water user fail to comply with District regulations and/or SDWA requirements) within District or Imperial County right-of-way, 4) The District recommends that each structure or property install its own service pipe or design the layout in a manner that would allow District to shut off service to a single structure, property, and/or water user within District or Imperial County right of way. Based on current District procedures, all water users sharing service pipes are at risk of being disconnected should any single water user on a common pipe fail to comply with SDWA requirements.
14. **AS-BUILT DRAWINGS.** The Engineering Services of the Water Department requires that the Encroachment Permit Applicant submits the As-Built Drawings to update District Drawings. Applicant is given 30 days from the completion of the construction to submit this requirement. If after 30 days these As-Built Drawings have not been submitted, the Engineering Services will perform this task and charge the Applicant accordingly.
15. **NOTIFICATION.** Permittee shall notify the District's Inspector at (760) 339-9888 at least 48 hours prior to start of work. In addition, Permittee shall not make or allow any excavation or fill to be made WITHOUT FIRST NOTIFYING IMPERIAL IRRIGATION DISTRICT by calling 1-800-422-4133 (Underground Alert), and OBTAINING PERMISSION.



16. **PRECEDENCE.** The terms of this encroachment permit take precedence over and supersede all other agreement between the IID and Permittee concerning the obligations undertaken in connection with this permit.
17. **DRAINAGE OUTLETS.** All drainage outlets shall be installed in conformance with District Standard drawing 12F-6855 (Sheets 1-7). As noted within these drawings, all non-agricultural discharge facilities require a valve to prevent the backflow of water from IID's drainage system into the discharging system.
18. **ENVIRONMENTAL.** The Permittee shall comply with and abide by all federal, state and local environmental laws, rules, regulations and guidelines applicable to the site of the work or activities for which this permit is granted. Permittee's failure to fulfill this provision shall be a material breach of this permit. The District shall not be held responsible for any violation or non-compliance by Permittee of any and all applicable laws, rules, regulation and guidelines pertaining to environmental issues in the performance of the work or activities under this permit. These issues include but are not limited to: wildlife habitat; rare, threatened, endangered or species of special concern; sensitive vegetation, air and water quality, cultural resources, etc., their impacts, and mitigation thereof.

**11. CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM CONDITIONS**

In accordance with the CATEGORICAL EXEMPTION form CML-5174 (035), there are no conditions which apply to this project. The Categorical Exemption forms follow this specification section.



CEQA EXEMPTION / NEPA CATEGORICAL EXCLUSION  
DETERMINATION FORM (rev. 06/2022)

<b>Project Information</b>		
Project Name (if applicable): NA		
DIST-CO-RTE: City of Holtville	PM/PM: NA	
EA: NA	Federal-Aid Project Number: CML-5174(035)	
<b>Project Description</b>		
The City of Holtville proposes 9th Street Pedestrian Improvements from Ash Avenue to Oak Avenue.		

**Caltrans CEQA Determination** (Check one)

- Not Applicable** – Caltrans is not the CEQA Lead Agency
- Not Applicable** – Caltrans has prepared an IS or EIR under CEQA

Based on an examination of this proposal and supporting information, the project is:

- Exempt by Statute.** (PRC 21080[b]; 14 CCR 15260 et seq.)
- Categorically Exempt. Class.** (PRC 21084; 14 CCR 15300 et seq.)
  - No exceptions apply that would bar the use of a categorical exemption (PRC 21084 and 14 CCR 15300.2). See the [SER Chapter 34](#) for exceptions.
- Covered by the Common Sense Exemption.** This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (14 CCR 15061[b][3].)

**Senior Environmental Planner or Environmental Branch Chief**

NA		
_____	_____	_____
Print Name	Signature	Date

**Project Manager**

NA		
_____	_____	_____
Print Name	Signature	Date



CEQA EXEMPTION / NEPA CATEGORICAL EXCLUSION DETERMINATION FORM

Caltrans NEPA Determination (Check one)

Not Applicable

Caltrans has determined that this project has no significant impacts on the environment as defined by NEPA, and that there are no unusual circumstances as described in 23 CFR 771.117(b). See SER Chapter 30 for unusual circumstances. As such, the project is categorically excluded from the requirements to prepare an EA or EIS under NEPA and is included under the following:

23 USC 326: Caltrans has been assigned, and hereby certifies that it has carried out the responsibility to make this determination pursuant to 23 USC 326 and the Memorandum of Understanding dated April 18, 2022, executed between FHWA and Caltrans. Caltrans has determined that the project is a Categorical Exclusion under:

23 CFR 771.117(c): activity (c)(3)

23 CFR 771.117(d): activity (d)()

Activity listed in Appendix A of the MOU between FHWA and Caltrans

23 USC 327: Based on an examination of this proposal and supporting information, Caltrans has determined that the project is a Categorical Exclusion under 23 USC 327. The environmental review, consultation, and any other actions required by applicable Federal environmental laws for this project are being, or have been, carried out by Caltrans pursuant to 23 USC 327 and the Memorandum of Understanding dated May 27, 2022, and executed by FHWA and Caltrans.

Senior Environmental Planner or Environmental Branch Chief

Kevin Hovey (Print Name), Kevin Hovey (Signature), 5/8/23 (Date)

Project Manager/ DLA Engineer

Bryan Ott (Print Name), Bryan Ott (Signature), 5/8/23 (Date)

Date of Categorical Exclusion Checklist completion (if applicable): NA
Date of Environmental Commitment Record or equivalent: 5/8/23

Briefly list environmental commitments on continuation sheet if needed (i.e., not necessary if included on an attached ECR). Reference additional information, as appropriate (e.g., additional studies and design conditions).

EA:
Federal-Aid Project Number:



CEQA EXEMPTION / NEPA CATEGORICAL EXCLUSION  
DETERMINATION FORM

**Continuation sheet:**

No conditions.

EA:  
Federal-Aid Project Number:

Page 3 of 3

## **12. CONSTRUCTION STAKING**

Construction staking including both horizontal and vertical control shall be provided by the Contractor as listed in Item 9 of the *General Conditions* section of the Specifications. The Construction Manager/Resident Engineer shall field verify the subbase and subgrade design points have been satisfactorily obtained prior to approving the placement of Class 2 Base, P.C.C. concrete and A.C./ARHM pavement.

## **13. AIR POLLUTION CONTROL DISTRICT REQUIREMENTS**

- A. The Contractor shall be required to comply with the County of Imperial Air Pollution Control District's requirements. County of Imperial Air Pollution Control District forms, requirements and information are available via the internet at <http://www.imperialcounty.net/AirPollution/Default.htm>
- B. The Contractor shall be responsible for completing, submitting and implementing the Construction Notification Form and Dust Control Plan as required by the Imperial County Air Pollution Control District. The Construction Notification Form and Dust Control Plan template forms follow this specification section.

## Imperial County Air Pollution Control District Construction Notification Form

Project Information	
Project Name:	_____
Project Address:	_____
Major X-Streets:	_____
City:	_____ County: _____
Expected Construction Start Date:	_____ Total project site area: _____ Acres
End Date:	_____ Total disturbed surface area: _____ Acres
The project is: <input type="checkbox"/> Residential <input type="checkbox"/> Non-residential (commercial, industrial, institutional, public, etc.)	
Construction activities on any site will include ten acres or more of disturbed surface area for residential developments, or five acres or more for non-residential developments, are required to submit a Dust Control Plan to the District prior to the start of any construction activity. The Construction Notification Form may not be used to circumvent any Dust Control Plan requirement.	

Contacts	
Property Owner:	_____
Address:	_____
City / State / Zip:	_____
Phone:	_____ Fax: _____ Cell: _____
Developer:	_____
Address:	_____
City / State / Zip:	_____
Contact Person:	_____
Phone:	_____ Fax: _____ Cell: _____
General Contractor:	_____
Address:	_____
City / State / Zip:	_____
Contact Person:	_____
Phone:	_____ Fax: _____ Cell: _____
Other Contact:	_____
Company:	_____
Address:	_____
City / State / Zip:	_____
Phone:	_____ Fax: _____ Cell: _____

**Mailing Address: 150 South 9th Street  
El Centro, CA 92243**  
**Office: (760) 482-4606**  
**Fax: (760) 353-9904**



AIR POLLUTION CONTROL DISTRICT  
 150 S. 9th Street, El Centro, CA 92243  
 Ph. (760) 482-4606  
 Fax (760) 353-9904

SAMPLE FORMAT  
 CONSTRUCTION  
 DUST CONTROL PLAN

**REGULATION VIII - Rules 800-805**

**PROJECT IDENTIFICATION**

Project Name \_\_\_\_\_ Project CUP # \_\_\_\_\_

Legal Name/Company \_\_\_\_\_ City \_\_\_\_\_

Contact name \_\_\_\_\_ Contact Phone \_\_\_\_\_

Description of the location of the project; such as Address and major cross roads

**PROJECT CONTACTS**

In order to comply with the requirements of Regulation VIII all contacts responsible for the submittal and implementation of the Dust Control Plan shall be identified below with an explanation of the responsibility of each contact. If additional space is needed please attach a sheet. (Rule 801, subsection F.2.c.1)

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_

Describe the association the named person above has to the identified project. What are that person's duties, responsibilities. Does the person named above have the primary responsibility for implementing the Dust Control Plan? Is this person responsible for the project site?

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_

Describe the association the named person above has to the identified project. What are that person's duties, responsibilities. Does the person named above have the primary responsibility for implementing the Dust Control Plan? Is this person responsible for the project site?

Please identify any known contractors, names, phone contact person etc., hired to work on the project site on separate cover.





Project Name \_\_\_\_\_ Project CUP # \_\_\_\_\_

**PROJECT CONSTRUCTION OPERATIONS**

Provide pertinent information concerning the projects **construction operations** - include a **plot plan** (which may be a tract map, site map or topographic map) which identifies the boundaries of the project, existing roads (including but not limited to paved, unpaved road ways, highways and freeways), where new proposed roads will be constructed, where the staging areas will be located, easements, entry and exit points (include whether these entry points will be permanent or temporary), whether or not sensitive receptors are adjacent to the project (including but not limited to residential areas, schools, day cares, churches, hospitals, nursing facilities, commercial and/or retail), include the distance between the project and the sensitive receptors and any other information as to allow for the proper evaluation of dust generating point sources and their impact. (Rule 801, subsection F.2.c.2&5)

The following checklist is provided solely as a guide and is not meant to be all inclusive. During the Plot Plan review process the Air District may identify additional dust generating point sources. For those instances where additional sources, not listed, have been identified please list under other. (Rule 801 subsection F.2.c.2&5)

**List all identified actual and potential sources of fugitive dust emissions**

- Bulk material handling and storage areas.
- Paved and unpaved access roads, haul roads, traffic areas, and equipment storage yards.
- Exit points where carryout and trackout onto paved public roads may occur.
- Water supply locations if water application will be used for controlling visible dust emissions.
- Other list below.

**Check or list the relative locations of sensitive receptors within ¼ mile of the project.** (Rule 407, Nuisance)

- No sensitive receptors within ¼ mile of the project.
- Residential areas, schools, day care, churches, hospitals, nursing facilities, commercial, retail, etc.
- Freeways, roads, or traffic areas that may be affected by the dust generating activities.
- Other list below.



Project Name \_\_\_\_\_ Project CUP # \_\_\_\_\_

**DISTURBED SURFACE AREA**

Report the total area of land surface to be disturbed, the daily throughput volume of earthmovement in cubic yards and the total area in acres of the entire project site. (Rule 801, subsection F.2.c.3&4)

Total area of project site \_\_\_\_\_ Acres Total surface area to be disturbed \_\_\_\_\_ Acres  
 Total disturbed areas left inactive for more than seven days  
 \_\_\_\_\_ Acres

Daily average throughput volume of earthmoving \_\_\_\_\_ Cubic Yards Daily maximum throughput volume of earthmoving  
 \_\_\_\_\_ Cubic Yards

**OTHER SITES**

Identify whether any other locations should be included with this plan that are involved with this project. An example may include listing any site where materials will be imported from or exported to.

No other locations are included with this project

**Location 1:** \_\_\_\_\_

No Dust Control Plan Required  Included with this plan  Included with another plan

**Location 2:** \_\_\_\_\_

No Dust Control Plan Required  Included with this plan  Included with another plan

**Location 3:** \_\_\_\_\_

No Dust Control Plan Required  Included with this plan  Included with another plan

**DUST GENERATING ACTIVITY DATES**

**EXPECTED CONSTRUCTION START AND END DATES**

IF CONSTRUCTION IS NOT PHASED SIMPLY INCLUDE THE START AND END DATES UNDER THE PHASE 1 OPTION

Phase 1 Start Date _____	Phase 3 Start Date _____
Phase 1 End Date _____	Phase 3 End Date _____
Phase 2 Start Date _____	Phase 4 Start Date _____
Phase 2 End Date _____	Phase 4 Start Date _____



Project Name \_\_\_\_\_ Project CUP # \_\_\_\_\_

**MINIMUM REQUIREMENTS**

This section describes the minimum requirements for limiting visible dust emissions from activities that cause fugitive dust emissions. Each category must have one requirement check marked.  
 (Rule 801 section F) For Enhanced Measures check all that apply.

**Structural Demolition**

No demolitions are planned for this project explain below.

Asbestos NESHAP notification has been submitted to the ARB and copy to the District.  
 Date notification submitted \_\_\_\_\_

**Pre-Activity** (Rule 801 subsection F.1.a)

Not applicable for this project explain below.

The site will be pre-watered and work will be phased to reduce the amount of disturbed surface area at any one time. (Complete section M-1 beginning with page 7)

**Active Operations** (Rule 801, subsection F.1.b)

Application of water or Chemical Stabilizers to earthmoving activities. (Complete sections M-1 and/or M-2)

Construct & maintain wind barriers to limit visible dust emissions to 20%. (Complete section M-3)

**Temporary stabilization: areas unused for seven or more days** (Rule 801 subsection F.1.c)

Not applicable for this project explain below.

Vehicular access will be restricted and water or dust suppressants will be applied and maintained at all unvegetated areas. (Complete sections M-2 and/or section M-3)



Project Name \_\_\_\_\_ Project CUP # \_\_\_\_\_

**MINIMUM REQUIREMENTS CONTINUED**

This section describes the minimum requirements for limiting visible dust emissions from activities that cause fugitive dust emissions. Each category must have one requirement check marked.

(Rule 801 section F) For Enhanced Measures check all that apply.

**Unpaved Access, Haul Roads, Traffic & Equipment Storage Areas** (Rule 805)

Not applicable for this project explain below.

- Apply water or dust suppressants to unpaved haul and access roads. (Complete sections M-1 and/or M-2)
- Method of restricting unauthorized vehicle access. (Complete section M-3)
- Water or dust suppressants will be applied to vehicle traffic and equipment storage areas. (Complete sec M-1 and/or M-2)
- Establish vegetation on all previously disturbed areas. (Complete section M-3)

**Outdoor Handling of Bulk Materials** (Rule 802)

No bulk materials will be handled during this project explain below.

- Water or dust suppressants will be applied when handling bulk materials. (Complete sections M-1 and/or M-2)
- Protection from wind erosion by sheltering or enclosing the operation and transfer line. (Complete section M-3)

**Outdoor Storage of Bulk Materials** (Rule 802)

No bulk materials will be stored during this project explain below.

- Water or dust suppressants will be applied to storage piles. (Complete sections M-1 and/or M-2)
- Storage piles will be covered with tarps, plastic or other suitable material and anchored in such a manner that prevents the cover from being removed by wind action. (Complete section M-3)



Project Name \_\_\_\_\_ Project CUP # \_\_\_\_\_

**MINIMUM REQUIREMENTS CONTINUED**

This section describes the minimum requirements for limiting visible dust emissions from activities that cause fugitive dust emissions. Each category must have one requirement check marked.

(Rule 801 section F) For Enhanced Measures check all that apply.

**On-Site/Off Site Transporting of Bulk Materials**

No bulk materials will be transported on the project site explain below.

- Haul trucks will be covered with a tarp or other suitable cover. *(Complete section M-5)*
- All haul trucks will be loaded such that the freeboard is not less than six inches when transported across any paved public access road. *(Complete section M-5)*
- Cargo compartments are maintained so that **no** spillage and loss of bulk material will occur from holes or other openings in the floor, side and/or tailgate. *(Complete section M-5)*
- Cargo compartment is to be cleaned and/or washed at delivery site after removal of Bulk Material. *(Complete section M-5)*

**Enhanced Measures:** *According to Regulation VIII stabilization must be met at all times. See Rule 801 subsection D.2*

- Cease dust generating activities when wind speeds exceed 25mph. *(Records of wind speeds and wind gusts must be maintained and provided to the APCD upon request.)*
- Application of water or dust suppressants once per hour when wind speeds exceed 15mph. *(Records of wind speeds and wind gusts must be maintained and provided to the APCD upon request.)*
- Apply water to maintain 12% soil moisture content when wind speed exceeds 15mph. *(Records of wind speeds and wind gusts must be maintained and provided to the APCD upon request.)*
- Construct fences 3-5 feet high with 50% or less porosity in conjunction with water application or dust suppressant when wind speeds exceed 15mph. *(Records of wind speeds and wind gusts must be maintained and provided to the APCD upon request.)*
- OTHER - If necessary attach separate sheet.



**SECTION M-1**

Project Name \_\_\_\_\_ Project CUP # \_\_\_\_\_

**WATER APPLICATION**

Complete this section if water application will be used as a control method for limiting visible dust emissions and stabilizing surface areas. Check and answer all sections that apply to this project. In addition, if there is no intention of applying water to any phase of the project explain below. (Rule 801 section F)

**NO WATER APPLICATION - EXPLAIN?**

**WATER APPLICATION SUPPLY - THE LOCATION OF EACH MUST BE IDENTIFIED ON THE PLOT PLAN**

Fire hydrants

Number of hydrants available      On-Site \_\_\_\_\_      Off-Site \_\_\_\_\_

Approval granted by the owner or public agency to use their fire hydrants for this project.

Owner or Agency granting approval \_\_\_\_\_

Contact Name and phone number \_\_\_\_\_

Storage tanks      Number of tanks \_\_\_\_\_      Capacity of each \_\_\_\_\_

Wells      Number of wells \_\_\_\_\_      Flow rate of each well \_\_\_\_\_

Canal, River, Pond, Lake etc.

Approval granted by the owner or public agency to use their water source for this project

Owner or Agency granting approval \_\_\_\_\_

Contact Name and phone number \_\_\_\_\_

Other explain



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 Ph. (760) 482-4606  
 Fax (760) 353-9904

SAMPLE FORMAT  
 CONSTRUCTION  
 DUST CONTROL PLAN

**SECTION M-1 CONTINUED**

Project Name \_\_\_\_\_ Project CUP # \_\_\_\_\_

**WATER APPLICATION CONTINUED**

Complete this section if water application will be used as a control method for limiting visible dust emissions and stabilizing surface areas. Check and answer all sections that apply to this project. In addition, if there is no intention of applying water to any phase of the project explain above. (Rule 801 section F)

**WATER APPLICATION EQUIPMENT:** THE LOCATION OF EACH MUST BE IDENTIFIED ON THE PLOT PLAN

Sprinklers

Describe the activities that will utilize sprinklers

Minimum treated area \_\_\_\_\_  Square Feet      Frequency \_\_\_\_\_

Acres

Maximum treated area \_\_\_\_\_  Square Feet      Frequency \_\_\_\_\_

Acres

Water Truck     Other explain \_\_\_\_\_

Describe the activities that will utilize the equipment

Number of application equipment to be used \_\_\_\_\_ Hours of operation \_\_\_\_\_

Application equipment capacity \_\_\_\_\_

Application frequency must be once per day or more explain frequency below

Water application equipment is available to operate after normal working hours, on weekends and holidays

Name of contact after hours \_\_\_\_\_ Phone No. \_\_\_\_\_

Name of contact after hours \_\_\_\_\_ Phone No. \_\_\_\_\_



**SECTION M-2**

Project Name \_\_\_\_\_ Project CUP # \_\_\_\_\_

**DUST SUPPRESSANT PRODUCTS**

Complete this section if a dust suppressant product will be used. These materials include but are not limited to: hygroscopic suppressants (road salts), adhesives, petroleum emulsions, polymer emulsions and bituminous materials (road oils).

**Not Applicable** - The only control method will be the application of water *(Complete section M-1)*

Application Area; Explain where the dust suppressant will be applied below

Product (Manufacturer) Name \_\_\_\_\_

Name of contractor \_\_\_\_\_ Phone No. \_\_\_\_\_

Explain the rate of application including the amount of gallons of undiluted material per mile or per acre below.

Explain the application frequency; type and number of equipment; capacity including the amount of gallons of undiluted material per mile or per acre below.

Utilizing the checklist below attach each of the following pieces of information that fully describes the product to be used. All information must be submitted with this plan.

- Product Specifications. (MSDS, Product Safety Data Sheet, etc.)
- Manufacturer's Usage Instructions. (method, frequency and intensity of application)
- Environmental impacts and approvals or certifications related to the appropriate and safe use for ground application.
- Check here if more than one dust suppressant will be utilized and include the necessary copies of this page with the information for each dust suppressant to be used.





**SECTION M-3**

Project Name \_\_\_\_\_ Project CUP # \_\_\_\_\_

**OTHER DUST CONTROL METHODS**

Check below all other types of dust control methods that will be employed at the construction site.

Physical barriers for restricting unauthorized vehicle access

Fences     Gates     Posts     Berms     Concrete Barriers

Other explain below

Wind barriers describe below.

Re-establish vegetation for temporarily stabilizing previously disturbed surfaces explain below.

Apply Gravel- for the application of gravel identify where application will occur such as haul road, access roads, equipment storage yards (areas), vehicle traffic areas etc explain below.

Apply pavement - explain where paving will occur.

Other explain below.



**SECTION M-4**

Project Name \_\_\_\_\_

Project CUP # \_\_\_\_\_

**TREATMENTS FOR PREVENTING TRACKOUT**

Select the control devices that will be used for preventing trackout from occurring onto paved public roads. Trackout is any material that adheres to vehicle tires and is deposited onto a paved public road or the paved shoulder of a paved public road. Check all that apply to this project below.

**Grizzly:** Rails, pipes, or grates used to dislodge debris off of vehicles before exiting the site. Extends from the intersection with the paved public road surface for the full width of the unpaved exit surface for a distance of at least 25 feet. **Describe below**

**Gravel Pad:** A layer of washed gravel at least three (3) inches deep which extends from the intersection with the public paved road surface for the full width of the unpaved exit surface for a distance of at least 50 feet. Identify gravel size in inches, the pad width in feet, including the length and depth of the gravel below.

**Paved Surface:** Extends from the intersection with the paved public road surface for the full width of the unpaved access road for at least 50 feet to allow mud and dirt to drop off of vehicles before exiting the site. Identify the width and length of the paved surface below in feet.

Mud and dirt deposits within an urban area shall be cleaned immediately when trackout or carryout extends a cumulative distance of 50 linear feet or more otherwise clean up must be at the end of the workday.

**Wheel Washer:** Uses water to dislodge debris from tires and vehicle undercarriage. If utilizing a wheel washer describe the location, type and operation of the wheel washer below.

**Other** - describe any other measure utilized to prevent trackout below.



**SECTION M-5**

Project Name \_\_\_\_\_ Project CUP # \_\_\_\_\_

**TREATMENTS FOR PREVENTING CARRYOUT**

Report the required treatments that will be used for preventing carryout from occurring on paved public roads. Carryout occurs when materials from emptied or loaded haul trucks, vehicles, or trailers fall onto a paved public road or paved shoulder of a paved public road. Check all that apply.

No haul trucks will be routinely entering or leaving the project site explain below.

**Emptied Haul Trucks:**

Interior cargo compartments will be cleaned before leaving the project site. Explain below how emptied haul truck will be washed and the source of the water supply.

Cargo compartment will be covered with a tarp or suitable cover before leaving the project site.

**Loaded Haul Trucks:**

Spillage or loss of materials from holes or other opening(s) in the cargo compartment will be prevented when material transported onto any paved public access road.

Haul trucks will be loaded such that the freeboard is not less than six inches.

Other describe below.



**SECTION M-6**

Project Name \_\_\_\_\_ Project CUP # \_\_\_\_\_

**CLEANING UP CARRYOUT AND TRACKOUT**

Check and report below the methods and frequency for cleaning up carryout and trackout from the surface and paved shoulder of paved public roads. All material tracked or carried out onto paved road must be removed. Check all that apply.

**The project is located in**

**An Urban Area**

Identify the urban area by location, description etc. below.

Minimum cleanup frequency will be at the end of the workday and removed immediately if carryout and trackout, extends beyond 50 feet.

**Non Urban Area**

Identify the non urban area by location, description etc. below.

At the end of the workday

**Optional - Clean up Method**

Manually sweeping and picking up.

Mechanical sweeping with a rotary brush or broom accompanied or preceded by water.

Describe types of equipment that will be used.

**The use of blower devices, or dry rotary brushers or brooms, for removal of carryout and trackout from paved public roads is not recommended.**



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Project Name \_\_\_\_\_ Project CUP # \_\_\_\_\_

**RECORD KEEPING**

Records and/or any other supporting documents used for the demonstration of compliance must be maintained for two years and provided to the Air Pollution Control District upon request.

**CERTIFICATION**

I certify that all information contained herein and information submitted in the attachments to these documents are true and correct.

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Cell Number \_\_\_\_\_

#### **14. RESTROOM FACILITIES**

The Contractor shall furnish two (2) portable restroom facilities at the project site. The restroom facilities shall be placed at the job site prior to the start of construction within 5 days from the issuance of the Notice to Proceed and shall remain in service until the job is complete. The Contractor shall position the restroom facilities, as required to maintain the facilities, near the location of daily work activity. The restroom facilities shall be serviced and cleaned on a weekly basis.

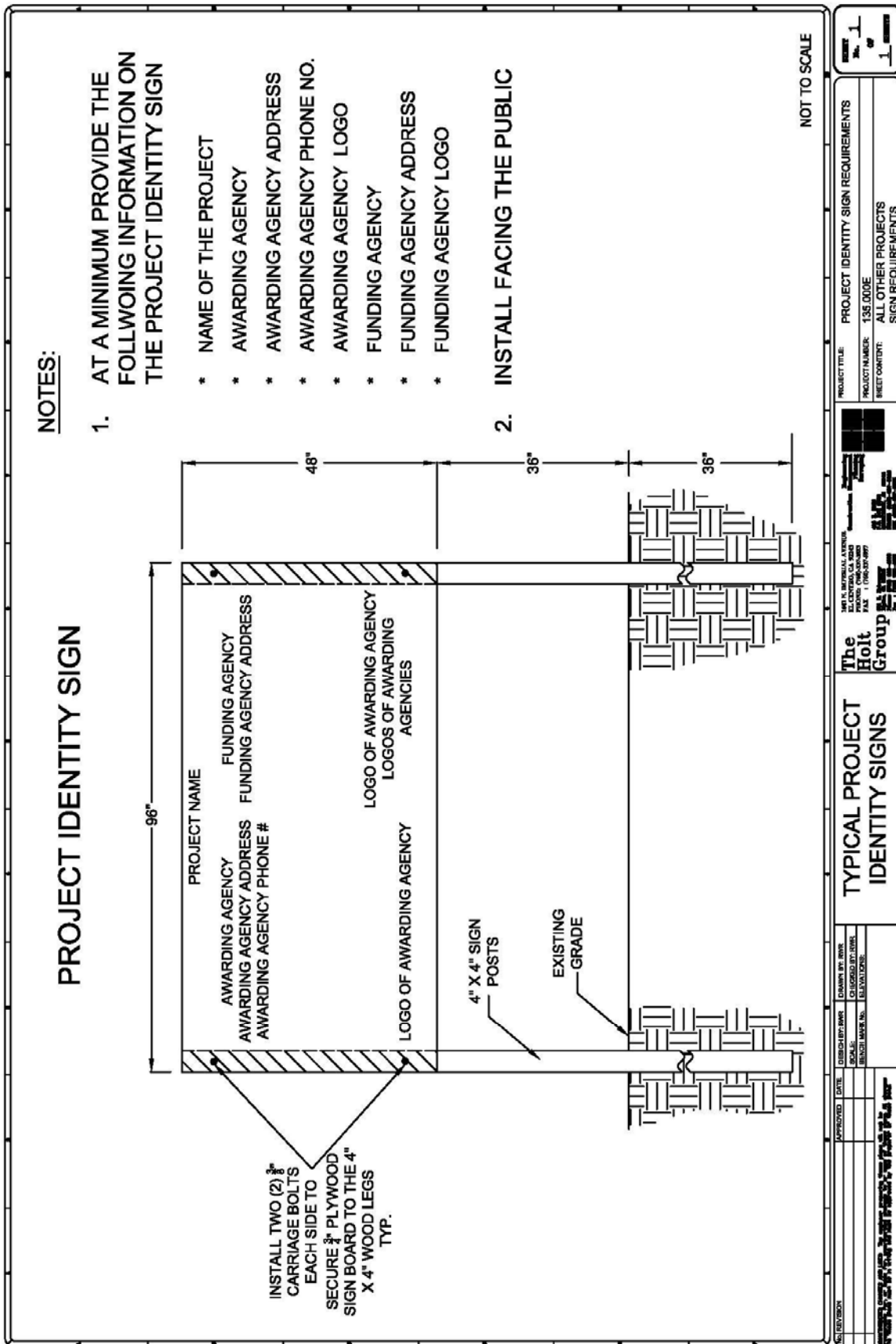
#### **15. UTILITIES POT-HOLE**

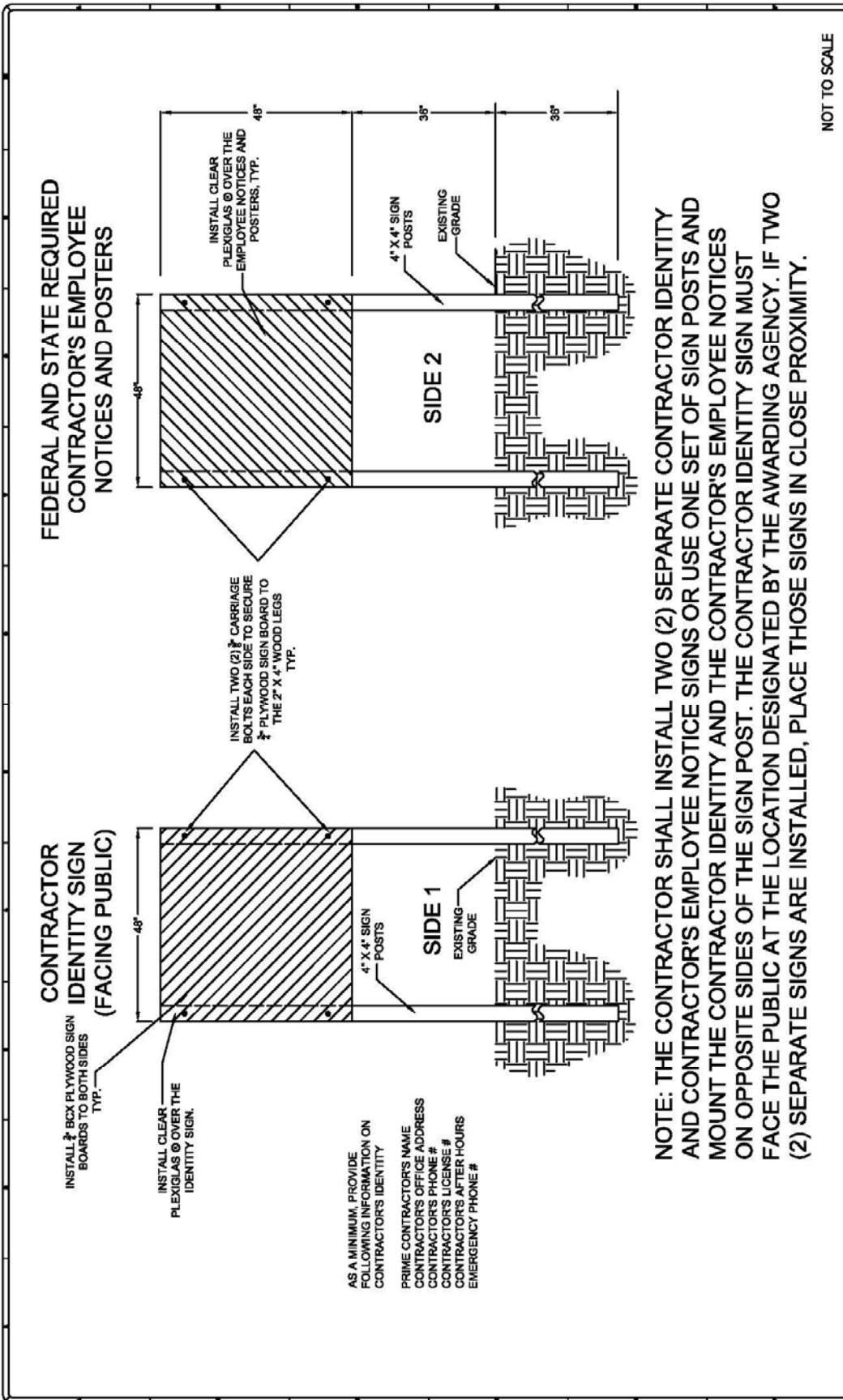
The Contractor shall complete pot-holing of the existing underground utilities including the gas pipeline, AT&T fiber optic cables, AT&T direct buried cables, sanitary sewer pipeline, water pipeline and any other underground utilities located after Underground Service Alert (USA) complete marking at the project site and as illustrated on the plans, prior to the commencement of the construction activities. The Contractor shall immediately notify the Construction Manager if the existing underground facilities are located in the excavation limits and/or in the new concrete infrastructure installation areas. The Contractor shall note the type, size and the horizontal and vertical locations of the existing underground facilities and illustrate on the as-built plans. See Technical Specifications Section, "EXISTING UNDERGROUND UTILITIES (POTHOLING)" for the details. The cost associated with pot-holing of existing utilities shall be considered inclusive of the bid item paid for Mobilization and no additional/separate compensation shall be provided.

#### **16. PROJECT SIGNS**

1. California requires a project identity sign for all construction projects in the State of California. Federal projects also require a project identity sign for all projects funded with federal monies. At a minimum this sign must have the project name, the awarding agencies' information and the funding agencies' information. The Project Identity Sign shall be installed at the location as designated by the Engineer.
2. California requires a Contractor Identity Sign for all construction projects in the State of California. At a minimum the sign must have the Contractor's name, address, telephone number, State Contractor's License number and an afterhour's emergency telephone number for police and fire emergencies and for safety concerns. The Contractor's Identity Sign shall be installed at the location designated by the Engineer.
3. California and Federal labor laws require employee notices and posters be provided at all project sites that employ workers. Federal labor laws for Public Works projects require the current Federal Wage Decisions to be posted and maintained at the project site for the duration of a construction project. California labor laws for Public Works projects require the current State Wage Decisions to be posted and maintained at the project site for the duration of a construction project. In addition there are EEO, OSHA and other required postings to be posted and maintained at the project site for the duration of the construction.
4. A clear plexiglass plate is to be placed over the sign to protect the posters from the elements.
5. The Contractor is responsible for providing, installing, maintaining and removing the project signs required by this section. The details of the Project signs shall be confirmed and approved by the Resident Engineer during the submittal phase. The Project signs are to be erected at the project site prior to the commencement of any construction activities. The Project signs are to remain posted for the entire duration of the project.

The requirements of the project signs are illustrated on the following two pages.





NOT TO SCALE

DATE	APPROVED	DESIGN BY: JWB	DRAWN BY: JWB
SCALE:	DESIGNED BY: JWB	DATE:	DATE:
PROJECT NUMBER:	PROJECT NUMBER:	PROJECT NUMBER:	PROJECT NUMBER:
PROJECT TITLE:	PROJECT TITLE:	PROJECT TITLE:	PROJECT TITLE:

PROJECT TITLE: SIGN REQUIREMENTS  
 PROJECT NUMBER: 135.020E  
 SHEET CONTENT: CONTRACTOR IDENTITY & EMPLOYEE NOTICES AND POSTERS



340 N. IRVING AVE. SUITE 100  
 EL CENTRO, CA 92521  
 FAX: (760) 337-8899

APPROVED	DATE	DESIGNED BY: JWB	DRAWN BY: JWB
SCALE:	DESIGNED BY: JWB	DATE:	DATE:
PROJECT NUMBER:	PROJECT NUMBER:	PROJECT NUMBER:	PROJECT NUMBER:
PROJECT TITLE:	PROJECT TITLE:	PROJECT TITLE:	PROJECT TITLE:

AS A MINIMUM, PROVIDE FOLLOWING INFORMATION ON CONTRACTOR'S IDENTITY

PRIME CONTRACTOR'S NAME  
 CONTRACTOR'S OFFICE ADDRESS  
 CONTRACTOR'S PHONE #  
 CONTRACTOR'S LICENSE #  
 CONTRACTOR'S AFTER HOURS EMERGENCY PHONE #



## **17. NOTIFICATION AND TRAFFIC CONTROL**

Five (5) working days prior to the commencement of project construction the Contractor shall notify all residents, businesses and agencies adjacent to the project. The written notice shall include a description of the work to be accomplished and the hours worked in English and Spanish. Door knockers are an acceptable method of notifying the residents, businesses, and other agencies. The Construction Manager shall review and approve the notice prior to the forwarding of the notice to the affected residents, businesses and agencies.

Traffic control plans are included within the contract drawings. The Contractor shall comply with the Traffic Control Plans and the City of Holtville's requirements if additional signs and traffic control devices are requested to be installed.

Traffic signs, barricades and other traffic control devices shall be placed along the perimeter of the construction work. The traffic signs and barricades shall be provided, installed and maintained by the Contractor in accordance with the traffic control plans. The traffic signs, barricades and other traffic control devices shall be installed in accordance with the traffic control plans in accordance with the *State of California Department of Transportation California Manual on Uniform Traffic Control Devices (California MUTCD)*, Latest Edition. Additional signs, barricades and other traffic control devices shall be provided as requested by the Construction Manager at no additional expense to the City of Holtville.

The Contractor shall maintain local access to all properties on the project at the end of each working day. Residential, commercial, church and institutional driveway entrances shall be made accessible at the end of construction each work day. Any additional street closure shall be approved by the City Engineer and the City of Holtville City Manager.

The Contractor shall make accommodations to allow regularly scheduled solid waste disposal pick up along the street sections to be improved.

All traffic controls shall be clearly posted with signs prior to the beginning of any work. The appropriate signs, including: Construction Zone, Fresh Oil, Road Machinery Ahead, One Lane Road Ahead, Road Construction Ahead, Lane Closed, Road Closed, Detour, Road Work, Speed Limit 25, End 25 Speed Limit sign, and all other required signs shall be placed according to the approved Traffic Control Plans. Extra signs, barricades or different types of barricades can be ordered to be placed at the project site at any time at the Construction Manager's discretion. Additional signs and barricades shall be immediately placed at no extra cost to the City if so ordered by the Construction Manager.

## **18. CITY OF HOLTVILLE STANDARD DETAILS AND SPECIFICATIONS**

The Contractor shall comply with the General Conditions, Street Technical Specifications, Stormwater Technical Specifications, and other applicable sections of the City of Holtville Standard Details and Specifications dated June 13, 2005 adopted by the City of Holtville within the City of Holtville Right-of-Way. In case of conflict between the City of Holtville Standard Details and Specifications and these Specifications and Plans, these Specifications and Plans shall prevail.

## **19. REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES**

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

The Contractor shall immediately cease work in the affected area and report the condition to the Construction Manager in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Caltrans Standard Specifications.

## **20. PROJECT MEETINGS**

Weekly Progress Meetings will be held to review and discuss construction schedule, coordination of work activities with different agencies, Request for Information(s), Submittal(s), safety related matters, and other Scope of Project related items.

## **21. CERTIFICATE OF COMPLIANCE VERIFICATION**

Certificates of Compliance shall be submitted by the Contractor for selected construction items during the submittal phase in accordance with the governing agency's(ies') requirements and the Contract Documents. Prior to installing the pre-approved construction items by the Certificates of Compliance, the actual items delivered to the project site shall be inspected, verified and approved by the Engineer. The Contractor shall not install the construction items unless the Engineer satisfactorily complete the inspection and verify the delivered construction items conform with the batch numbers, lot numbers and any other product data indicated on the previously submitted Certificates of Compliance for the construction items.

## **22. BUY AMERICA REQUIREMENTS REVISIONS**

In accordance with the Caltrans Memorandum issued on December 30, 2013 with regard to the Buy America (BA) requirements as per the direction of the Federal Highway Administration (FHWA), the conditions indicated in the aforementioned memorandum apply to this project and the memorandum follows this specifications section.

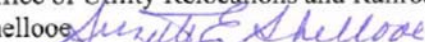
## Memorandum

*Flex your power!  
Be energy efficient!*

To: REGION/DISTRICT DIVISION CHIEFS  
Right of Way

Date: December 30, 2013

File: UTILITIES  
General

From: DEPARTMENT OF TRANSPORTATION  
Chief – Office of Utility Relocations and Railroads  
Suzette Shellose 

Subject: BUY AMERICA

Headquarters Right of Way has revised the language for the Buy America (BA) requirements as per the direction of the Federal Highway Administration (FHWA). The requirements will be referenced by code and certify iron and steel have been manufactured in the United States. The changes will occur in the Right of Way Manual Chapter 13 Utilities Section 13.07.03.05 V. General Conditions. This URF supersedes URF 13-2.A

Paragraph V-8 Federal Aid Clause – No Master Contract:

“It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.”

Paragraph V-8a Federal Aid Clause – No Master Contract and NEPA document on project:

“It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.”

“In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA requirements are further specified in Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.”

Paragraph V-9 Federal Aid Clause – Master Contract:

“It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1 Part 645 is hereby incorporated into this Agreement by reference: provided, however, that the provisions of any agreements entered into between the State and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the FHWA, shall govern in lieu of the requirements of said 23 CFR 645.”

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Paragraph V-9a Federal Aid Clause – Master Contract and NEPA document on project:

“It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1 Part 645 is hereby incorporated into this Agreement by reference: provided, however, that the provisions of any agreements entered into between the State and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the FHWA, shall govern in lieu of the requirements of said 23 CFR 645.

“In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA requirements are further specified in MAP-21, section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.”

Paragraph V-11a Utility Owner Self Certification Method:

“OWNER understands and acknowledges that this project is subject to the requirements of the BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance. OWNER hereby certifies that in the performance of this Agreement, for products where BA requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying BA compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department’s guidelines for the implementation of BA requirements for utility relocations issued on December 3, 2013.”

**NOTE:**

- i. Utility Owner will source materials that comply with BA requirements.**
- ii. Utility Owner will certify compliance via a contract provision in the Utility Agreement above.**
- iii. Utility Owner will not be required to provide copies of supplier certifications or other utility owner-signed certifications as part of this Agreement or with the final invoice.**

Paragraph 11b Vendor/Manufacturer Certification Method:

“OWNER understands and acknowledges that this project is subject to the requirements of the BA law (23 U.S.C., section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance and will demonstrate BA compliance by collecting written certification(s) from the vendor(s) or by collecting written certification(s) from the manufacturer(s) (the mill test report (MTR)).”

“All documents obtained to demonstrate BA compliance will be held by the OWNER for a period of three (3) years from the date the final payment was received by the OWNER and will

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REGION/DISTRICT DIVISION CHIEFS  
December 30, 2013  
Page 3 of 3

be made available to Caltrans or FHWA upon request.”

“One set of copies of all documents obtained to demonstrate BA compliance will be attached to, and submitted with, the final invoice.”

Paragraph V-12 Utility Agreement not subject to BA

“State represents and warrants that this Utility Agreement is not subject to 23 CFR 635.410, the BA provisions.”

Please use the above clauses until the Right of Way Manual is updated.

Visit our new website at <http://www.dot.ca.gov/hq/buyamerica/ba-4.htm> or contact your HQ Reviewer if you have any questions.

c: Brent Green, Division Chief  
District Utility Seniors  
HQ Office/Branch Chiefs

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## **SECTION IX -- TECHNICAL CONDITIONS**

### **1. GENERAL**

The Technical Specifications for the work to be completed within the City of Holtville are the City of Holtville Standard Specifications, the latest Caltrans Standard Specifications and the Specifications as required in this Technical Conditions Section. Major material component standard specifications have been included in these Technical Specifications. Some of the major material component standard specifications refer to other Caltrans Standard Specifications. These "referred to" specifications have not been included in this Technical Specifications section. It shall be necessary to refer to the Caltrans Standard Specifications document to review the "referred to" sections. If pertinent specifications are not included within these Technical Specifications, refer to the latest Caltrans Standard Specifications.

If there is any conflict between the Specifications, the most stringent Specification shall prevail.

Payment of each work item shall be based on the item of work and the unit of measure shown in the bid item list.

### **2. EXISTING FACILITIES**

Performing work on existing facilities such as demolition, cold planing, disposal, etc. shall conform to the provisions in Sections 15-1 through 15-3 of Section 15, "Existing Facilities," of the Standard Specifications.

### **3. PRESERVATION/PERPETUATION OF SURVEY MONUMENTS**

The Contractor shall be responsible to complete an initial field survey research by a California licensed professional land surveyor. The engaged California licensed professional land surveyor shall complete and submit the Certificate of Monument Preservation form included at the end of this section prior to the commencement of the construction activities. The field survey research shall include researching of survey monuments record, maps and tie cards; completion of the field investigation to determine the existence/locations of the survey monuments prior to the commencement of construction activities; placement of a flagged lath adjacent to the found monument indicating the direction and the distance of the monument from the lath; preparation of field notes for each found monument illustrating relative dimensions from the surrounding existing objects and the descriptions of the monuments; reporting to the Construction Manager of the City of Holtville of the found monuments to evaluate the necessity to furnish a new survey monument for each found monument and to report the locations and the conditions of the found monuments; and all necessary field coordination with the County Surveyor's Office, City Representative(s), Contractor and other stakeholders to preserve/perpetuate the found monuments.

The land surveyor shall determine and confirm if there are any records/maps to be prepared or establishment/re-establishment or perpetuation for the monuments found or not found is required in accordance with Section 16: Section 8771 (b) (c) and (d) of the Business and Professions Code (Land Surveyor's Act) unless monuments and the scope of work for the monuments (to remain, protect in place, to be perpetuated, to be furnished with a monument well, etc.) are specifically called out on the Plans.

Full compensation for completing field survey research by a California licensed professional land surveyor to determine the existence/locations of the survey monuments, verify its conditions to be protected in place or to be perpetuated, filing and signing the Certificate of Monument Preservation, and coordination with the County Surveyor's Office, City Representative(s) and other involved stakeholders shall be considered as included in the contract lump sum price paid for the "Surveying and Construction Staking" and no additional compensation shall be provided.

Any existing survey monuments or City/County/Caltrans recognized benchmarks shall be protected by the Contractor. Should any such monuments or benchmarks be removed, damaged, obliterated or altered by the Contractor's operations, the Contractor shall be responsible for preservation or perpetuation by the proper resetting of the same as per the Business and Professions Code, the Professional Land Surveyors Act and to the satisfaction of the County of Imperial Surveyor's Office. Such points shall be preserved or perpetuated with appropriate monumentation by a licensed land surveyor or a registered civil engineer authorized to practice land surveying.

All preserved or perpetuated survey monuments shall be constructed in accordance with the City of Holtville, County of Imperial and Caltrans requirements, per the jurisdictional requirements in their respective right-of-ways.

Corner Records or a Record of Survey as appropriate shall be prepared and filed by the licensed land surveyor or registered civil engineer authorized to practice land surveying at the County of Imperial Recorder's Office. The copies of Corner Records or Record of Surveys recorded in compliance with the Business and Professional Code shall be forwarded to the Resident Engineer.

The Contractor shall be paid for preservation/perpetuation of survey monuments/benchmarks and preparation of Corner Record/Record of Survey as "Extra Work" for survey monument/benchmark to be preserved/perpetuated unless a bid item is included for the survey monument/benchmark perpetuation. The work associated with the preservation/perpetuation of the survey monuments/benchmarks shall include filing appropriate survey documentations/maps before and after the preservation/perpetuation of the survey monuments; jack hammering/sawcutting the new pavement surface to allow the installation of the new P.C.C. concrete ring and positioning of the monument well cover; backfilling the monument well with compacted Class 2 Base; plumbing monument well; leveling monument well frames and covers; furnishing new brass disks with punching and marking for survey monuments, if necessary; preservation/perpetuation of survey monuments; installation of new P.C.C. concrete rings circumferentially around the monument well covers; removal and disposal of construction demolition material associated with the installation of survey monument wells and all other items incidental to preserving/perpetuating survey monuments in accordance with the Business and Professions Code and to the satisfaction of the Resident Engineer and the County Surveyor's Office.





City of Holtville  
 121 W. 5<sup>th</sup> Street  
 Holtville, CA 92250  
 (760) 356-2912

## Certificate of Monument Preservation

City of Holtville Project No. \_\_\_\_\_

THE CONTRATOR SHALL BE RESPONSIBLE FOR THE COST OF REPLACING ALL SURVEY MONUMENTS DESTROYED BY CONSTRUCTION. IF A VERTICAL CONTROL MONUMENT IS TO BE DISTURBED OR DESTROYED, THE CITY ENGINEER'S OFFICE SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO DEMOLITION/CONSTRUCTION.

- THE TYPE OF CONSTRUCTION MAY AFFECT SURVEY MONUMENTS (this line is for projects that are proposing demolition, trenching, associated with a CIP, etc.)

PRIOR TO PERMIT ISSUANCE, THE PERMITTEE SHALL RETAIN THE SERVICE OF A PROFESSIONAL LAND SURVEYOR OR CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING WHO WILL BE RESPONSIBLE FOR MONUMENT PRESERVATION AND SHALL PROVIDE A CORNER RECORD OR RECORD OF SURVEY TO THE COUNTY SURVEYOR AS REQUIRED BY THE PROFESSIONAL LAND SURVEYORS ACT, IF APPLICABLE. (SECTION 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA)

**I HAVE INSPECTED THE SITE AND:**

- ATTACHED IS THE CORNER RECORD(S) OR RECORD OF SURVEY ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF IMPERIAL COUNTY AND/OR A SKETCH SHOWING MONUMENTS SEARCHED FOR AND NOT FOUND. I HAVE PLACED "S.N.F." FOR EACH MONUMENT NOT FOUND.
- DETERMINED THAT NO SURVEY MONUMENTS WERE FOUND WITHIN THE LIMITS OF WORK.
- DETERMINED THAT SURVEY MONUMENTS EXISTING IN OR NEAR LIMITS OF WORK WILL BE PROTECTED IN PLACE
- DETERMINED THAT SURVEY MONUMENTS HAVE BEEN TIED OUT AND A FINAL OR PARCEL MAP WILL
- BE FILED (No Corner Record or Record of Survey will be required)
- DETERMINED THAT OTHER AGENCY SURVEY MONUMENT (Corner Record or Record of Survey may not be required). Agency has been notified of possible monument destruction and a letter provided to City.
- A PRE-CONSTRUCTION CORNER RECORD (OR RECORD OF SURVEY) FOR SURVEY MONUMENTS FOUND WITHIN THE LIMITS OF WORK HAS BEEN FILED.

CORNER RECORD # \_\_\_\_\_ OR RECORD OF SURVEY # \_\_\_\_\_

NAME	P.L.S. / R.C.E.	DATE
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Post Construction Corner Record (As-Built item)

- POST CONSTRUCTION CORNER RECORD FOR SURVEY MONUMENTS DESTROYED DURING CONSTRUCTION AND REPLACED AFTER CONSTRUCTION.  
 CORNER RECORD # \_\_\_\_\_ OR RECORD OF SURVEY # \_\_\_\_\_

NAME	P.L.S. / R.C.E.	DATE
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4. **SUBBASE PREPARATION**

THE NATIVE MATERIAL BENEATH P.C.C. CONCRETE AND ASPHALT CONCRETE INFRASTRUCTURE INCLUDING BUT NOT LIMITED TO P.C.C. DRIVEWAY ENTRANCES, P.C.C. SIDEWALKS, P.C.C. RIBBON GUTTERS, P.C.C. VALLEY GUTTER, P.C.C. CROSS-GUTTER, P.C.C. BARRIER CURB, A.C. BARRIER CURB, P.C.C. CURB AND GUTTER, P.C.C. SIDEWALK, P.C.C. SPANDRELS, P.C.C. TRANSITION AREAS AND A.C./ARHM PAVEMENT SHALL BE EXCAVATED TO  $\pm 0.05$  FEET OF DESIGN SUBBASE GRADE. THE DESIGN SUBBASE GRADE SHALL BE FIELD VERIFIED AND APPROVED BY THE CONSTRUCTION MANAGER PRIOR TO THE PLACEMENT OF GRANULAR SAND FILL, CRUSHER FINES OR CLASS 2 BASE. THE CONSTRUCTION MANAGER SHALL DETERMINE THE NUMBER AND LOCATION OF POINTS TO CHECK FOR THE SUBBASE GRADE ELEVATION COMPLIANCE. PRIOR TO THE CONSTRUCTION MANAGER'S INSPECTION OF THE SUBBASE GRADE THE CONTRACTOR SHALL ESTABLISH BLUETOP HUBS (STAKES SET TO DESIGN SUBBASE GRADE) 25 FEET ON CENTER ALONG STREET SECTIONS. THE STAKES SHALL BE ESTABLISHED AT THE EDGE OF PAVEMENT, CENTERLINE AND QUARTER LINES ACROSS THE STREET SECTIONS. THERE SHALL BE FIVE (5) BLUETOP STAKES SET ACROSS A TYPICAL SYMMETRICAL STREET CROSS-SECTION. FOR PARKING LOT AREAS, BLUETOP STAKES SHALL BE ESTABLISHED ON A 20 FOOT X 20 FOOT GRID PATTERN. BLUETOP STAKES SHALL ALSO BE PLACED AT 20 FOOT STATIONS ALONG BARRIER CURB LINES, CURB AND GUTTER LINES AND RIBBON GUTTER LINES.

5. **SUBGRADE PREPARATION**

THE CLASS 2 BASE, SAND OR CRUSHER FINES BENEATH A.C./ARHM PAVEMENT AND CONCRETE INFRASTRUCTURE SHALL BE PLACED TO WITHIN  $\pm 0.02$  FEET OF DESIGN SUBGRADE PRIOR TO THE PLACEMENT OF A.C./ARHM PAVEMENT OR P.C.C. CONCRETE. THE CONSTRUCTION MANAGER SHALL FIELD VERIFY THE SUBGRADE ELEVATIONS IN THE FIELD PRIOR TO THE PLACEMENT OF CLASS 2 BASE, GRANULAR SAND MATERIAL OR CRUSHER FINES. PLACEMENT OF P.C.C. CONCRETE OR A.C./ARHM PAVEMENT SHALL NOT BE ALLOWED UNTIL THE CONSTRUCTION MANAGER HAS APPROVED THE SUBGRADE DESIGN GRADE. PRIOR TO THE CONSTRUCTION MANAGER'S INSPECTION OF THE SUBGRADE THE CONTRACTOR SHALL ESTABLISH BLUETOP HUBS (STAKES SET TO DESIGN SUBGRADE) 25 FEET ON CENTER ALONG STREET SECTIONS. THE STAKES SHALL BE ESTABLISHED AT THE EDGE OF PAVEMENT, CENTERLINE AND QUARTER LINES ACROSS THE STREET SECTIONS. THERE SHALL BE FIVE (5) BLUETOP STAKES SET ACROSS A TYPICAL SYMMETRICAL STREET SECTION. FOR PARKING LOT AREAS, BLUETOP STAKES SHALL BE ESTABLISHED ON A 20 FOOT X 20 FOOT GRID PATTERN. BLUETOP STAKES SHALL ALSO BE PLACED AT 20 FOOT STATIONS ALONG BARRIER CURB LINES, CURB AND GUTTER LINES AND RIBBON GUTTER LINES.

6. **SAND**

CLEAN GRANULAR SAND FREE OF CLAY, SHALE AND DELETERIOUS MATERIAL SHALL BE DELIVERED TO THE SITE AND PLACED AS NOTED ON THE PLANS. SAND SHALL BE COMPACTED TO 90 PERCENT OF MAXIMUM DENSITY AT OPTIMUM WATER CONTENT PER ASTM D-1557 UNLESS OTHERWISE NOTED ON THE PLANS. THE MATERIAL SHALL CONFORM TO A SAND EQUIVALENT OF 30 OR GREATER. THE MAXIMUM AMOUNT OF MATERIAL PASSING THE NUMBER 200 SIEVE SHALL BE 7 PERCENT. THE SAND SHALL CONFORM TO THE FOLLOWING GRADATION PERCENTAGES:

<u>SIEVE SIZE</u>	<u>PERCENT PASSING</u>
3/8"	100
NO. 4	98-90
NO. 8	90-75
NO. 10	75-60
NO. 16	60-50
NO. 30	50-38
NO. 40	38-29
NO. 50	29-19
NO. 100	19-7
NO. 200	7-0

THE CONTRACTOR SHALL SUPPLY A FIVE GALLON SAMPLE OF SAND MATERIAL TO THE MATERIAL TESTING LABORATORY WITHIN FOUR (4) DAYS AFTER THE NOTICE TO PROCEED IS ISSUED. THE GRADATION, SAND EQUIVALENT AND MAXIMUM DENSITY OF THE SAND MATERIAL SHALL BE DETERMINED. THE TEST RESULTS SHALL BE FORWARDED TO THE CONSTRUCTION MANAGER. THE COST OF TESTING SHALL BE INCURRED BY THE CONTRACTOR. THE GRADATION OF THE GRANULAR SAND SHALL BE DETERMINED AND THE TEST RESULTS FORWARDED TO THE CONSTRUCTION MANAGER PRIOR TO THE DELIVERY OF THE GRANULAR SAND MATERIAL TO THE CONSTRUCTION SITE. PRIOR TO THE PLACEMENT OF SAND THE NATIVE SUBBASE GRADE SHALL BE CHECKED AND APPROVED BY THE CONSTRUCTION MANAGER.

CRUSHER FINES SHALL BE ALLOWED TO BE UTILIZED IN LIEU OF SAND IF APPROVED BY THE CONSTRUCTION MANAGER.

**7. CRUSHER FINES**

CRUSHER FINES SHALL CONSIST OF DECOMPOSED GRANITE INDIGENOUS TO THE IMPERIAL VALLEY. CRUSHER FINES UTILIZED FOR THIS PROJECT SHALL CONFORM TO THE FOLLOWING GRADATION REQUIREMENTS:

<u>SIEVE SIZE</u>	<u>PERCENT PASSING</u>
5/8"	100
NO. 4	80 - 100
NO. 8	50 - 85
NO. 30	30 - 50
NO. 200	4 - 15

THE SAND EQUIVALENT SHALL BE 20 OR GREATER.

**8. CLASS 2 BASE**

THE CLASS 2 BASE MATERIAL SHALL CONFORM TO CALTRANS STANDARD SPECIFICATIONS SECTION 26, LATEST EDITION, FOR ¾ INCH MAXIMUM BASE MATERIAL. THE GRADATION REQUIREMENTS ARE AS FOLLOWS:

<u>SIZE</u>	<u>PERCENT PASSING</u>
1 IN/25.00MM	100
¾ IN/19.00MM	87-100
#4/4.75MM	30-65
#30/600MM	5-35
#200/75.00MM	0-12

THE SAND EQUIVALENT SHALL BE 25 OR GREATER. AN ANGULAR AGGREGATE IS TO BE USED. CLASS 2 BASE MATERIAL SHALL BE COMPACTED TO 95 PERCENT OF MAXIMUM DENSITY ACCORDING TO ASTM D-1557, UNLESS OTHERWISE NOTED ON THE PLANS OR DETAILS. THE TOLERANCE FOR THE CLASS 2 BASE BETWEEN DESIGN SUBGRADE ELEVATION AND ACTUAL SUBGRADE ELEVATION AS CONSTRUCTED IN THE FIELD SHALL BE PLUS OR MINUS 0.02 FEET AS REFERENCED FROM THE DESIGN SUBGRADE. PRIOR TO THE PLACEMENT OF CLASS 2 BASE THE NATIVE SUBBASE GRADE SHALL BE CHECKED AND APPROVED BY THE CONSTRUCTION MANAGER. THE NATIVE SUBBASE GRADE SHALL BE WITHIN PLUS OR MINUS 0.05 FEET OF NATIVE SUBBASE DESIGN GRADE PRIOR TO THE PLACEMENT OF CLASS 2 BASE.

THE CONTRACTOR SHALL SUPPLY A FIVE GALLON SAMPLE OF THE CLASS 2 BASE TO THE MATERIAL TESTING LABORATORY WITHIN FOUR (4) DAYS OF THE NOTICE TO PROCEED. THE MATERIAL SHALL BE DELIVERED TO THE TESTING LABORATORY TO DETERMINE THE MAXIMUM DENSITY, GRADATION, R-VALUE, SAND EQUIVALENT AND DURABILITY INDEX OF THE CLASS 2 BASE. A COPY OF THE TEST RESULTS SHALL BE FORWARDED TO THE CONSTRUCTION MANAGER BY THE GEOTECHNICAL CONSULTANT FOR REVIEW. THE GRADATION OF THE CLASS 2 BASE SHALL BE DETERMINED AND THE TEST RESULTS FORWARDED TO THE CONSTRUCTION MANAGER FOR APPROVAL PRIOR TO THE DELIVERY OF THE CLASS 2 BASE MATERIAL TO THE CONSTRUCTION SITE. CLASS 2 BASE UTILIZING

RECYCLED MATERIALS SHALL BE ALLOWED IN LIEU OF VIRGIN CLASS 2 BASE AS LONG AS THE SPECIFICATIONS MEET THE CALTRANS STANDARD SPECIFICATIONS SECTION 26.

PAYMENT OF CLASS 2 BASE

IF CLASS 2 BASE IS PAID FOR BY VOLUME, THE PAYMENT QUANTITY IS DETERMINED FROM THE DIMENSIONS MEASURED AT THE PROJECT SITE. THE PAYMENT QUANTITY DOES NOT INCLUDE THE VOLUME OF CLASS 2 BASE USED TO FILL LOW AREAS OF THE SUBGRADE.

IF CLASS 2 BASE IS PAID FOR BY WEIGHT, THE ENGINEER DEDUCTS THE WEIGHT OF THE WATER AT THE TIME OF WEIGHING IN EXCESS OF THE OPTIMUM MOISTURE CONTENT PLUS 1 PERCENT FROM THE WEIGHT OF THE CLASS 2 BASE. THE ENGINEER DETERMINES THE OPTIMUM MOISTURE CONTENT BY THE DENSITY OBTAINED BY PROCTOR TEST FOR THE BASE MATERIAL.

9. P.C.C. CONCRETE

P.C.C. SHALL MEET SECTION 90-2 MINOR CONCRETE OF THE LATEST CALTRANS STANDARD SPECIFICATIONS.

P.C.C. CONCRETE, UTILIZED FOR BUT NOT LIMITED TO, CURB AND GUTTER, BARRIER CURB, SPANDRELS, CROSS-GUTTER, VALLEY GUTTER, RIBBON GUTTERS, RESIDENTIAL AND COMMERCIAL DRIVEWAYS, SIDEWALKS AND ALL OTHER CONCRETE INFRASTRUCTURE SHALL CONTAIN A MINIMUM OF 7 SACKS OF CEMENT PER CUBIC YARD OF CONCRETE AND ATTAIN 5,000 P.S.I. COMPRESSIVE STRENGTH AFTER 28 DAYS CURING UNLESS STATED OTHERWISE ON THE PLANS. THE P.C.C. SHALL CONTAIN 1 ½ LBS OF POLYPROPYLENE FIBER PER CUBIC YARD. A CONCRETE MIX DESIGN IS TO BE SUBMITTED TO THE CONSTRUCTION MANAGER WITHIN FIVE (5) DAYS AFTER THE ISSUANCE OF THE NOTICE TO PROCEED. NEW FORMWORK SHALL BE UTILIZED IN THE CONSTRUCTION OF EVERY CONCRETE FACILITY. THE FORMWORK SHALL BE TRUE TO LINE AND GRADE. THE VERTICAL FLOWLINE ELEVATION TOLERANCE SHALL BE +/- 0.02 FEET FOR DESIGN GRADE FOR SLOPES OF 1.0% OR GREATER, +/- 0.01 FOR DESIGN GRADE FOR SLOPES LESS THAN 1.0%. THE CONSTRUCTION MANAGER SHALL CHECK THE FORMWORK FOR LINE AND GRADE PRIOR TO THE PLACEMENT OF CONCRETE. CONCRETE "CURB MACHINES" SHALL NOT BE ALLOWED FOR CURB AND GUTTER AND RIBBON GUTTERS DESIGNED AT A SLOPE OF 1 PERCENT OR LESS. THE SUBCONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER 72 HOURS PRIOR TO THE REQUIRED INSPECTION. EXPOSED SURFACES OF CONCRETE AREAS SHALL RECEIVE A DOUBLE TROWEL FINISH. WEAKENED PLANE JOINTS SHALL BE PLACED EVERY 8 LINEAL FEET FOR RIBBON GUTTER, CROSS GUTTER AND VALLEY GUTTER CONSTRUCTION UNLESS OTHERWISE ILLUSTRATED ON THE STANDARD PLANS. EXPANSION JOINTS SHALL BE PLACED EVERY 64 FEET ALONG CURB AND GUTTER, BARRIER CURB, VALLEY GUTTER AND SIDEWALK CONSTRUCTION UNLESS OTHERWISE ILLUSTRATED ON THE STANDARD PLANS. INSTALLATION OF CURB AND GUTTER, VALLEY GUTTER AND CROSS-GUTTERS SHALL BEGIN AT THE LOWEST ELEVATION AND PROCEED UPHILL. A TOTAL OF ONE (1) SET OF CYLINDERS AND ONE (1) SLUMP TEST SHALL BE REQUIRED FOR EVERY 50 CUBIC YARDS OF CONCRETE, EXCEPT THAT A MINIMUM OF ONE (1) SET OF CYLINDERS AND SLUMP TEST SHALL BE REQUIRED EACH DAY TWENTY (20) OR MORE YARDS OF CONCRETE ARE PLACED AT A PROJECT SITE. THE MAXIMUM ALLOWABLE SLUMP SHALL BE 4 INCHES. A SET OF CYLINDERS SHALL BE COMPOSED OF THREE (3) CYLINDERS. THE FIRST CYLINDER OF A SET SHALL BE TESTED AFTER SEVEN (7) DAYS CURING. THE SECOND CYLINDER OF A SET SHALL BE TESTED AFTER 28 DAYS CURING. THE THIRD CYLINDER SHALL BE HELD IN RESERVE AND TESTED IF DIRECTED BY THE CONSTRUCTION MANAGER. THE TEST RESULTS WILL BE FORWARDED TO THE CONSTRUCTION MANAGER FOR REVIEW. THE CONSTRUCTION MANAGER SHALL RECEIVE A CONCRETE VENDOR SLIP FOR EACH TRUCK LOAD OF CONCRETE DELIVERED TO THE PROJECT SITE.

PRIOR TO THE PLACEMENT OF CONCRETE, THE SUBGRADE DEPTH SHALL BE INSPECTED TO INSURE THAT THE FULL DEPTH OF CONCRETE, AS NOTED ON THE PLANS, IS ATTAINED. EXCESS FILL MATERIAL SHALL BE REMOVED AS REQUIRED BY THE CONSTRUCTION MANAGER. THE FORM BOARDS SHALL BE CHECKED FOR THE PROPER ELEVATION. COMPACTION TESTS ON THE SUBGRADE SHALL HAVE ACHIEVED THE DENSITY REQUIREMENTS SPECIFIED. THE CONSTRUCTION MANAGER SHALL THEN ALLOW THE PLACEMENT OF CONCRETE.

THE CONCRETE SHALL BE SCREEDED AND FLOATED. ALL EDGES SHALL BE STRUCK WITH A CONCRETE EDGER. WEAKENED PLANE JOINTS SHALL BE ESTABLISHED AT RIGHT ANGLES TO THE SIDEWALK EDGE AS ILLUSTRATED ON THE STANDARD DRAWINGS. THE WEAKENED PLANE JOINTS SHALL BE 3/8 INCH IN WIDTH AND 3/4 INCH IN DEPTH. EXPANSION JOINTS CONSISTING OF 1/2 INCH

THICK FIBERBOARD MATERIAL SHALL BE PLACED ACROSS THE FULL SECTION OF THE P.C.C. SIDEWALK EVERY 64 LINEAL FEET, OR AS REQUIRED BY THE STANDARD PLANS. AFTER THE CONCRETE SURFACE HAS BEEN FLOATED AND CURED ADEQUATELY, IT SHALL RECEIVE A DOUBLE TROWEL FINISH. THE TROWELING SHALL BE ACCOMPLISHED BY HAND WITH A STEEL TROWEL. THE SURFACE OF THE CONCRETE SHALL RECEIVE A LIGHT BROOM FINISH AFTER THE SURFACE IS DOUBLE TROWELED. THE SURFACE OF THE CONCRETE SHALL BE SMOOTH AND TRUE TO GRADE. TOLERANCE FOR THE CONCRETE SURFACE SHALL BE 1/8 INCH IN 10 LINEAL FEET WITH MAXIMUM HIGH AND LOW VARIANCE NOT OCCURRING IN LESS THAN 20 FEET. THE CONTRACTOR SHALL MAINTAIN THE CONCRETE SURFACE MOIST OR WET FOR A 24-HOUR PERIOD AFTER THE CONCRETE IS PLACED AND FINISHED TROWELED. PLACEMENT OF BURLAP BAGS OR USED CARPET OVER THE CONCRETE SURFACE AND A CONTINUOUS APPLICATION OF WATER OVER THE CONCRETE SURFACE WILL BE REQUIRED FOR A 24-HOUR PERIOD. CONCRETE SHALL NOT BE PLACED AFTER 10:00 A.M. ON FRIDAYS UNLESS APPROVED BY THE CITY REPRESENTATIVE.

**10. ASPHALT RUBBER HOT MIX (ARHM) PAVEMENT**

Asphalt Rubber Hot Mix (ARHM) used for this project shall be ¾-inch Type II - Wet Process.

Asphalt binder shall be PG 64-16.

**10.1 GENERAL**

Asphalt Rubber Hot Mix shall consist of a mixture of paving asphalt, asphalt modifier, crumb rubber modifier (CRM), and aggregate mixed in a central mixing plant, all conforming to these specifications.

**10.2 MATERIALS**

The Contractor shall submit test reports and Certificates of Compliance conforming to the Standard Specifications for Public Works Construction (SSPWC) Section 4-1.5, for the paving asphalt, asphalt modifier and CRM to be used. When requested by the Construction Manager, the Contractor shall also submit samples of the tested material.

**10.3 PAVING ASPHALT**

Paving asphalt used for asphalt-rubber shall be PG 64-16, conforming to 203-1 of the Standard Specifications for Public Works Construction (SSPWC). Performance graded paving asphalts other than PG 64-16 may be used if so specified in the Special Conditions.

**10.4 ASPHALT MODIFIER**

The asphalt modifier shall be a resinous, high flash point, aromatic hydrocarbon compound and shall conform to the requirements in Table 203-11.2.2(A)(SSPWC). The asphalt modifier may be eliminated if approved by the Construction Manager.

**TABLE 203-11.2.2(A) - (SSPWC)**

**REQUIREMENTS FOR ASPHALT MODIFIER**

<b><u>Property</u></b>	<b><u>ASTM Test Method</u></b>	<b><u>Value</u></b>
Flash Point, C.L.O.C., °F(°C)	D 92	405 (207) min
Viscosity, cSt @ 212°F (100°C)	D 445	X±3*
Molecular Analysis		
Asphaltenes, percent by mass	D 2007	0.1 max
Aromatics, percent by mass	D 2007	55 min

\*The symbol "X" is the viscosity of the asphalt modifier the Contractor proposes to furnish. The value "X" which the Contractor proposes shall be between the limits of 19 and 36 and shall be

submitted in writing to the Construction Manager. Any proposed change requested by the Contractor in the value "X" shall require a new asphalt-rubber binder design.

**10.5 CRUMB RUBBER MODIFIER (CRM)**

CRM shall consist of a combination of scrap tire CRM and high natural CRM. Scrap tire CRM shall consist of ground or granulated rubber derived from any combination of automobile tires, truck tires or tire buffings. The high natural CRM shall consist of ground or granulated rubber derived from materials that utilize high natural rubber sources. Whole scrap tire CRM shall be derived from whole scrap tires generated within the State boundaries of the user agencies. The Certificate of Compliance shall contain a statement confirming conformance with this requirement. The high natural CRM may consist of blended CRM.

CRM shall be ground or granulated at ambient temperature. Cryogenically produced CRM particles which can pass through the grinder or granulator without being ground or granulated shall not be used. Cryogenic separation, if utilized, shall be performed separately from and prior to grinding or granulating. Steel and fiber separation may employ any method.

CRM shall not contain more than 0.01 percent of wire by weight and shall be free of all other contaminants, except fabric. Fabric shall not exceed 0.05 percent by weight of CRM. A Certificate of Compliance certifying these percentages shall be furnished to the Construction Manager.

CRM shall be dry and free-flowing and not produce foaming when combined with the blended paving asphalt and asphalt modifier mixture. Calcium carbonate or talc may be added up to a maximum of 3 percent by weight of CRM to prevent CRM particles from sticking together. CRM shall have a specific gravity range from 1.1 minimum to 1.2 maximum as determined by ASTM D-297. Scrap tire CRM and high natural CRM shall be delivered to the production site in separate bags and shall be sampled and tested separately. Scrap tire CRM material shall conform to the chemical analysis requirements shown in Table 203-11.2.3.(A) (SSPWC).

**TABLE 203-11.2.3(A) - (SSPWC)**

**CHEMICAL REQUIREMENTS FOR SCRAP TIRE CRM**

<b>TEST</b>	<b>ASTM TEST METHOD</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
Acetone Extract	D 297	6.0%	16.0%
Ash Content	D 297	---	8.0%
Carbon Black Content	D 297	28.0%	38.0%
Rubber Hydrocarbon	D 297	42.0%	65.0%
Natural Rubber Content	D 297	22.0%	39.0%

Scrap tire CRM shall be mixed at the production site with high natural CRM so that 75% ± 2% of the product used is derived from scrap tires and 25% ± 2% from materials that utilize high natural rubber sources. High natural rubber CRM may consist of blended CRM which, after blending, conforms to the chemical analysis requirements shown in Table 203-11.2.3(B) (SSPWC).

**TABLE 203-11.2.3(B) - (SSPWC)  
CHEMICAL REQUIREMENTS FOR HIGH NATURAL CRM**

<b>TEST</b>	<b>ASTM TEST METHOD</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
Acetone Extract	D 297	4.0%	16.0%
Rubber Hydrocarbons	D 297	50.0%	---
Natural Rubber Content	D 297	40.0%	48.0%

A CRM with a high natural rubber per Table 203-11.2.3(B) (SSPWC) shall be required for this project.

**10.6 CRM GRADATIONS**

CRM gradations shall conform to the requirements shown in Table 203-11.2.3.1(A) (SSPWC) when tested in accordance with ASTM C136, amended as follows:

Split or quarter 100 grams ± 5 grams from the representative CRM sample and dry to a constant weight at a temperature of not less than 135°F (57°C) nor more than 145°F (63°C) and record the dry sample weight. Place the CRM sample and 5.0 grams of talc (or calcium carbonate) in a 1-pint jar. Seal the jar and shake it by hand for a minimum of one minute to mix the CRM and the talc (or calcium carbonate). Continue shaking or open the jar and stir until particle agglomerates and clumps are broken and the talc (or calcium carbonate) is uniformly mixed.

A Rotap (or equivalent) test shaker shall be used for the sieve analysis. Place one rubber ball on each sieve. Each ball shall have a weight of 8.5 ± 0.5 grams, have a diameter of 24.5 ± 0.5 mm, and shall have a Shore Durometer “A” hardness of 50 ± 5 in accordance with ASTM D2240. After shaking the combined material for 10 minutes ± 1 minute, disassemble the sieves. Any material adhering to the bottom of a sieve shall be brushed into the next finer sieve. Weigh and record the weight of the material retained on the No. 8 (2.36 mm) sieve and leave this material on the scale or balance. Any observed fabric balls shall remain on the scale or balance and shall be placed together on the side of the scale or balance to prevent the fabric balls from being covered or disturbed when placing the material from finer sieves onto the scale or balance. The material retained on the next finer sieve shall be added to the scale or balance. Weigh and record that weight as the accumulative weight retained on that sieve. Continue weighing and recording the accumulated weight retained on the remaining sieves until the accumulated weight retained in the pan has been determined. Prior to discarding the CRM sample, separately weigh and record the total weight of fabric balls in the sample.

Determine the weight of material passing the No. 200 (75 μ) sieve (or weight retained in the pan) by subtracting the accumulated weight retained on the No. 200 (75 μ) sieve from the accumulated weight retained in the pan. If the material passing the No. 200 (75 μ) sieve (or weight retained in the pan) has a weight of 5 grams or less, cross out the recorded number for the accumulated weight retained in the pan and copy the number recorded for the accumulated weight retained on the No. 200 (75 μ) sieve and record that number (next to the crossed-out number) as the accumulated weight retained in the pan. If the material passing the No. 200 (75 μ) sieve (or weight retained in the pan) has a weight greater than 5 grams, cross out the recorded number for the accumulated weight retained in the pan, subtract 5 grams from that number and record the difference next to the crossed-out number. The adjustment to the accumulated weight retained in the pan is made to account for the 5 grams of talc (or calcium carbonate) added to the sample. For calculation purposes, the adjusted total sample weight is the same as the adjusted accumulated weight retained in the pan. Determine the percent passing based on the adjusted total sample weight and record to the nearest 0.1 percent.

**TABLE 203-11.2.3.1(A) - (SSPWC)  
GRADING REQUIREMENTS FOR CRM**

<u>Sieve Size</u>	<u>Scrap Tire CRM</u>	<u>High Natural CRM</u>
	<u>Percent Passing</u>	<u>Percent Passing</u>
No. 8 (2.36mm)	100	100
No. 10 (2.00mm)	98 - 100	100
No. 16 (1.18mm)	45 - 75	95 - 100
No. 30 (600μm)	2 - 20	35 - 85

No. 50 (300µm)	0 - 6	10 - 30
No. 100 (150µm)	0 - 2	0 - 4
No. 200 (75µm)	---	0 - 1

\*CRM from more than one source may be used provided the combined CRM gradation meets the specified limits. No particles shall exceed a length of 5mm (3/16 inch) as measured on any axis.

### 10.7 AGGREGATE

The aggregate for ARHM shall meet the quality requirements specified in 200-1 (SSPWC) for asphalt concrete.

### 10.8 COMPOSITION AND GRADING

Asphalt-rubber hot-mix gap-graded (ARHM-GG) shall be designated by type and class, i.e., ARHM-GG-C, and shall conform to the requirements shown in Table 203-11.3(A)(SSPWC).

**TABLE 203-11.3(A) (SSPWC)  
REQUIREMENTS FOR ARHM-GG**

<u>SIEVE SIZE</u>	<u>CLASS</u>		
	<u>ARHM-GG-B</u> Min. - Max.	<u>ARHM-GG-C</u> Min. - Max.	<u>ARHM-GG-D</u> Min. - Max.
1 in (25mm)	100	---	---
3/4 in (19.0mm)	90 - 100	100	---
1/2 in (12.5mm)	---	90 - 100	---
3/8 in (9.5mm)	60 - 75	78 - 92	100
No. 4 (4.5mm)	28 - 42	28 - 42	28 - 42
No. 8 (2.36mm)	15 - 25	15 - 25	15 - 25
No. 30 (600µm)	5 - 15	5 - 15	5 - 15
No. 200 (75µm)	0 - 5	2 - 7	2 - 7
%Asphalt Rubber Binder by Weight of Dry Aggregate <sup>1</sup>	7.5 - 8.4	7.5 - 8.7	7.5 - 8.7
Air Voids % Calif. Test 367	3 - 6	3 - 6	3 - 6
Stabilometer Value Min. Calif. Test 304 and 306	25	23	23
Voids in Mineral Agg. Percent Min. <sup>2</sup>	18	18	18

**1.0** Once the percent asphalt rubber binder is determined by the mix design, the production tolerance shall be  $\pm 0.5\%$  as determined by California Test Method 362, 379 or 382.

**2.0** Percent voids in the mineral aggregate (VMA) is to be determined during the mix design process only and is to be calculated on the basis of ASTM bulk specific gravity as described in the Asphalt Institute MS-2 manual.

*An ARHM-GG-B material shall be required for this project.*

### 10.9 MIXING ASPHALT AND CRM

The paving asphalt and asphalt modifier shall be combined into a blended mixture that is chemically compatible with the crumb rubber modifier to be used. The blended mixture is considered to be chemically compatible when it conforms to the requirements for asphalt rubber binder (after reacting) shown in Table 203-11.4(A) (SSPWC).

The asphalt modifier shall be proportionately added to the paving asphalt at the production site where the asphalt rubber binder is blended and reacted. Asphalt modifier shall be added at an amount of 2.5% to 6.0% by weight of the paving asphalt based on the



recommendation of the asphalt rubber binder supplier. The paving asphalt shall be at a temperature of not less than 375°F (190°C) nor more than 440°F (226°C) when the asphalt modifier is added. If the asphalt modifier is combined with the paving asphalt before being blended with the CRM, the combined paving asphalt and asphalt modifier shall be mixed by circulation for not less than 20 minutes. This premixing of asphalt modifier and the paving asphalt will not be required when all ingredients of the asphalt rubber binder are proportioned and mixed simultaneously. Asphalt modifier and paving asphalt shall be measured for proportioning with meters conforming to 203-6-6 (SSPWC).

The proportions of the materials, by total weight of asphalt-rubber binder, shall be 80% ± 2% combined paving asphalt and asphalt modifier, and 20% ± 2% CRM. The temperature of the blended asphalt and modifier shall be between 375°F (190°C) and 440°F (226°C) when CRM is added. The temperature shall not exceed 6°C (10°F) below the actual flash point of the mixture. The CRM shall be combined and mixed together in an asphalt-rubber mechanical blender conforming to 203-11.5 (SSPWC). The combined asphalt and CRM shall be pumped into a storage/reaction tank or distributor truck conforming to 203-11.5 (SSPWC). The required mixing/reaction time shall be 45 minutes minimum. The temperature of the asphalt-rubber mixture shall be between 375°F (190°C) to 425°F (218°C) during the reaction period. After reacting, the asphalt rubber binder shall conform to the requirements shown in Table 203-11.4(A) (SSPWC).

**TABLE 203-11.4(A) (SSPWC)  
REQUIREMENTS FOR ASPHALT RUBBER BINDER**

<b>Test Parameter</b>	<b>Test Method</b>	<b>Specification Limit</b>	
		<b>Minimum</b>	<b>Maximum</b>
Haake Field Viscosity @ 375°F (191°C), (Centipoise)	See 211-4	1500	4000
Cone Penetration @ 77°F (25°C), mm	ASTM D 217	25	70
Resilient @ 77°F (25°C), % Rebound	ASTM D 3407	18	---
Field Softening Point, °F (°C)	ASTM D 36	52 (125)	74 (165)

The reacted asphalt rubber binder shall be maintained at a temperature of not less than 375°F (190°C) nor more than 425°F (218°C). If any of the material in a batch of asphalt rubber binder is not used within 4 hours after the 45-minute reaction period, heating of the material shall be discontinued. Any time the asphalt rubber binder cools below 375°F (190°C), and is then reheated, shall be considered a reheat cycle. The total number of reheat cycles shall not exceed 2. The material shall be uniformly reheated to a temperature of not less than 375° F (190°C) nor more than 425°F (218°C) prior to use. Additional scrap tire CRM may be added to the reheated binder and reacted for a minimum of 45 minutes. The cumulative amount of additional scrap tire CRM shall not exceed 10 percent of the total binder weight. Reheated asphalt rubber binder shall conform to the requirements shown in Table 203-11.4(A) (SSPWC).

**10.10 EQUIPMENT FOR PRODUCTION OF ASPHALT-RUBBER**

The Contractor shall utilize the following equipment for production of asphalt-rubber binder:

1. Asphalt Heating Tank.

An asphalt heating tank equipped to heat and maintain the blended paving asphalt and asphalt modifier mixture at the necessary temperature before blending with the CRM. This unit shall be equipped with a thermostatic heat control device and a temperature reading device and shall be accurate to within ± 5°F (± 3°C) and shall be of the recording type.

2. Blender Equipment.

A mechanical mixer for the complete, homogeneous blending of paving asphalt, asphalt modifier, and CRM. Paving asphalt and asphalt modifier shall be introduced into the mixer through meters. The blending system shall be capable of varying the rate of delivery of paving asphalt and asphalt modifier proportionate with the delivery of CRM. During the proportioning and blending of the liquid ingredients, the temperature of paving asphalt and the asphalt modifier shall not vary more than  $\pm 25^{\circ}\text{F}$  ( $\pm 14^{\circ}\text{C}$ ). The paving asphalt feed, the asphalt modifier feed and CRM feed shall be equipped with devices by which the rate of feed can be determined during the proportioning operation. Meters used for proportioning individual ingredients shall be equipped with rate-of-flow indicators to show the rates of delivery and resettable totalizers so that the total amounts of liquid ingredients introduced into the mixture can be determined. The liquid and dry ingredients shall be fed directly into the mixer at a uniform and controlled rate. The rate of feed to the mixer shall not exceed that which will permit complete mixing of the materials. Dead areas in the mixer, in which the material does not move or is not sufficiently agitated, shall be corrected by a reduction in the volume of material or by other adjustments. Mixing shall continue until a homogeneous mixture of uniformly distributed and properly blended asphalt-rubber binder is produced. The Contractor shall provide a safe sampling device capable of delivering a representative sample of the completed asphalt-rubber binder of sufficient size to perform the required tests.

3. Storage/Reaction Tank.

An asphalt-rubber binder storage/reaction tank equipped with a heating system that is equipped with a temperature reading device to maintain the proper temperature of the asphalt-rubber binder and an internal mixing unit capable of maintaining a homogeneous mixture of paving asphalt, asphalt modifier and CRM.

4. Viscometers.

The Contractor shall supply a Haake Viscometer (or equivalent) conforming to 211-4 (SSPWC) for use by the Construction Manager to verify the viscosity of the asphalt-rubber binder wherever a field laboratory is used. All asphalt concrete plants are required to have a field laboratory for use by the Construction Manager per 8-3 (SSPWC).

The equipment shall be approved by the Construction Manager prior to use.

### 10.11 MIX DESIGNS AND CERTIFICATIONS

The optimum binder content for ARHM-GG mixes shall be determined by California Test Method 367 except that Step 2 regarding surface flushing shall not be used. Optimum binder content shall be determined by using a void content between 3 percent minimum to 6 percent maximum as approved by the Construction Manager. Compaction shall be in accordance with California Test Method 304 except for the following:

Mixing Temperatures:

Asphalt-rubber =  $325^{\circ}\text{F}$  to  $360^{\circ}\text{F}$  ( $163^{\circ}\text{C}$  to  $182^{\circ}\text{C}$ )  
Aggregate =  $290^{\circ}\text{F}$  to  $325^{\circ}\text{F}$  ( $143^{\circ}\text{C}$  to  $163^{\circ}\text{C}$ )  
Compaction Temperature =  $290^{\circ}\text{F}$  to  $300^{\circ}\text{F}$  ( $143^{\circ}\text{C}$  to  $149^{\circ}\text{C}$ )

In addition to the formulations and certifications required in 203-11.3 (SSPWC) and 203-11.4 (SSPWC) for asphalt-rubber, the Contractor shall furnish to the Construction Manager a mix design and samples of all materials to be used at least 10 working days before construction is scheduled to begin. The mix design and certifications shall include, but are not limited to, the following:

- 1) Combined aggregate gradation.
- 2) Individual bin gradations (hot for batch, cold for drum plant).
- 3) Percentage of each bin.
- 4) Asphalt rubber binder content.
- 5) Density.
- 6) Air Voids.
- 7) Voids in Mineral Aggregates (VMA).
- 8) Stability.
- 9) Aggregate source.
- 10) Asphalt binder source.

#### 10.12 MIXING BINDER WITH AGGREGATE

Mixing of the asphalt rubber binder with aggregate shall conform to 203-6.7 (SSPWC) except that the temperature requirements of ARHM shall supersede the requirements in 203-6.7 (SSPWC).

#### 10.13 STORAGE

Storage of ARHM shall conform to 203-6.8 (SSPWC).

#### 10.14 MISCELLANEOUS REQUIREMENTS

Miscellaneous requirements shall conform to 203-6.9 (SSPWC) except that the temperature of the asphalt-rubber binder shall be 375°F (190°C) to 425°F (218°C) when added to the aggregate. The temperature of the aggregate at the time of adding the asphalt-rubber binder shall be 300°F (149°C) to 330°F (166°C).

After the placement and compaction of the ARHM material, apply lime treated water to the ARHM pavement surface to avoid adhesion of the new pavement surface to the tires of vehicular traffic. Two (2) sacks of lime shall be blended with 3,000 gallons of water and applied with a water truck. The installation and placement of lime treated water is incidental to the ARHM pavement works and compensation for the furnishing and installation of lime treated water for this project is included with the unit price paid for ARHM installation.

#### 10.15 ALTERNATIVE

Caltrans approved rubberized hot mix asphalt (RHMA-G) may be utilized if approved by the Construction Manager. The Contractor shall submit the Caltrans certificate of the approved RHMA-G mix during submittal phase.

### **11. MANHOLE/VALVE FRAMES AND COVERS**

ALL MANHOLE FRAMES AND COVERS, VALVE BOXES AND LIDS, AND OTHER SIMILAR EXISTING UTILITIES SHALL BE RAISED TO THE GRADE OF THE FINISHED PAVEMENT SURFACE BY THE CONTRACTOR, IN ACCORDANCE WITH THE UTILITY OWNER'S REQUIREMENTS FOR EACH UTILITY TO BE ADJUSTED. MANHOLE FRAMES AND COVERS, AND SIMILAR UTILITY COVERS SHALL BE LOWERED A MINIMUM OF 3 INCHES BELOW THE DESIGN PAVEMENT SURFACE PRIOR TO THE INSTALLATION OF A.C./ARHM PAVEMENT. MANHOLE FRAMES AND COVERS AND OTHER LIDS SHALL BE RAISED AFTER PAVING OPERATIONS HAVE OCCURRED. 8-INCH WIDE, 8-INCH DEEP CONCRETE COLLARS SHALL BE POURED

CONCENTRIC WITH THE OUTSIDE OF VALVE EXTENSION RISERS 3/8 INCHES BELOW THE FINISH PAVEMENT SURFACE. A ONE (1) FOOT WIDE, ONE (1) FOOT DEEP CONCRETE COLLAR SHALL BE POURED CONCENTRIC WITH THE OUTSIDE OF ALL MANHOLE FRAMES AND COVERS 3/8 INCHES BELOW THE SURFACE OF THE PAVEMENT. MANHOLE FRAMES AND COVERS SHALL BE RAISED WITH CONCRETE GRADE RINGS 3/8 INCHES BELOW THE NEW STREET PAVEMENT SURFACE ELEVATION. THE MANHOLE FRAME AND COVERS AND VALVE EXTENSION RISERS AND COVERS SHALL BE RAISED 3/8 INCHES BELOW THE PAVEMENT GRADE AFTER PAVING OPERATIONS ARE COMPLETE.

PAYMENT: IF REQUIRED BY THE GOVERNING UTILITY OWNER, ADJUSTMENT OF THE MANHOLE FRAMES AND COVERS, VALVE BOXES AND LIDS AND OTHER SIMILAR EXISTING UTILITIES IN ACCORDANCE WITH THE GOVERNING UTILITY AGENCY'S REQUIREMENTS SHALL BE CONSIDERED INCLUSIVE OF THE UNIT PRICE PAID FOR ASPHALT PAVEMENT PAYMENT AND NO ADDITIONAL/SEPARATE COMPENSATION SHALL BE PROVIDED TO THE CONTRACTOR. THE NUMBERS AND SIZES OF UTILITY FRAME AND COVER TO BE ADJUSTED SHALL BE DETERMINED BY THE CONTRACTOR, CITY REPRESENTATIVE AND THE GOVERNING UTILITY OWNER.

## 12. TACK COAT (SS1H) APPLICATION

Tack coat application shall be in accordance with the Standard Specifications for Public Works Construction, the "Greenbooks" or as specified herein.

If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat of PG 64-10 paving asphalt at an approximate rate of 0.05 gallon per square yard (0.25 L/m<sup>2</sup>) or SS-1h emulsified asphalt at an approximate rate of 0.05 to 0.10 gallon per square yard (0.25 to 0.45 L/m<sup>2</sup>) shall be uniformly applied upon the existing pavement preceding the tack coat is applied. To minimize public inconvenience, no greater area shall be treated in any one day than is planned to be covered by asphalt concrete during the same day, unless otherwise approved by the Construction Manager.

A similar tack coat shall be applied to the surface of any course, if the surface is such that a satisfactory bond cannot be obtained between it and a succeeding course.

The contact surfaces of all cold pavement joints, curbs, gutters, manholes, and the like shall be painted with either SS-1h emulsified asphalt or PG 64-10 paving asphalt per the application rate, as specified in the Caltrans Standard Specifications Section 39-1.09C, immediately before the adjoining asphalt concrete is placed.

Full compensation for furnishing all labor, materials, tools and equipment and for doing all the work involved in tack coat application shall be considered as included in the contract unit price paid per the succeeding course of pavement installed immediately after the application of tack coat and no additional/separate compensation shall be provided for tack coat application.

## 13. IMPLEMENTATION OF EROSION CONTROL PLAN

The disturbed soil area for the project is less than one (1) acre. The project is exempt from the requirements of the Construction General Permit Order 2009-0009-DWQ per the State of California Water Resources Control Board for the SWPPP preparation. The Contractor shall install the Best Management Practices (BMPs) as required in the Erosion Control Plan. The Contractor shall complete establishing, monitoring and maintaining the Best Management Practices (BMPs) in accordance with the requirements by the City of Holtville representative(s).

The Resident Engineer representing the City of Holtville for the Construction Management of the project shall be responsible for oversight and compliance of the Erosion Control Plan and coordination with the Design Engineer for the BMP changes required.

Full compensation for furnishing all labor, materials, tools and equipment and for doing all the work involved in erosion control plan implementation shall be considered as included in the contract lump sum paid for Erosion Control and no additional/separate compensation shall be provided.

#### 14. EXISTING UNDERGROUND UTILITIES (POTHOLING)

##### PART 1 - GENERAL

##### 14.1 DESCRIPTION

###### A. WORK INCLUDED IN THIS SECTION: Principal items are:

1. Exposure of existing utilities (potholing).
2. Advance notification to utility agencies.
3. Crossing, protection and/or relocation of utilities.
4. Protection of other existing facilities.

###### B. RELATED WORK NOT INCLUDED IN THIS SECTION:

1. Earthwork.
2. Trenching, Backfilling and Compacting for Pipeline Installation.
3. Potholing note and other similar notes on the Plans and Special Conditions.

##### 14.2 EXPOSURE OF UTILITIES IN ADVANCE OF WORK

###### A. DETERMINATION OF LOCATION AND DEPTH:

1. **Contractor shall determine the true location and depth of all utilities and service connections; including the type, material, and condition of any utility which may be affected by or affect the work. Note the diameter size, dimensions, material, type of utility, top of structure or pipe elevation, horizontal location, existing finish surface grade at utility location and all other relevant information. The Contractor shall notify the Engineer to verify the above items when the existing utilities are exposed. Contractor shall complete potholing of all utilities within the project boundaries. The Construction Manager shall witness the location of existing utilities.**
2. Coordinate potholing with all utility companies to field locate all underground lines.
3. The Contractor shall contact Underground Service Alert of Southern California at 811 at least two (2) days prior to completing excavation work.

###### B. EXPOSURE IN ADVANCE OF TRENCHING:

1. Expose all utility mains ("pothole") that must be crossed or closely paralleled in accordance with the provisions stated in Section 18.02.A.

2. Contractor shall field locate and determine the location and depth of "potholed" utilities in the presence of the Engineer.
  3. **Expose all existing water service and sewer lateral connections during the potholing work. Note the station the existing water and sewer laterals are located on the As-Built Plans.**
  4. **Provide all required traffic control to accomplish the potholing necessary to locate the existing utilities in conformance with the Manual of Uniform Traffic Control (MUTCD) Standards including but not limited to MUTCD 6H-6, 6H-10(CA) and 6H-18, latest edition.**
  5. All costs incurred in exposing utilities shall be borne by the Contractor.
- C. RIGHTS TO MINOR ADJUSTMENTS IN DESIGN: The Engineer reserves the right to make minor adjustments in pipeline alignment and grade, to avoid utility conflicts.
- D. COMPLIANCE: Failure of the Contractor to comply with the provisions described herein will result in an order to suspend work until these provisions are complied with, and no additional compensation or additional time will be allowed as a result of such suspension.

#### 14.3 ADVANCE NOTIFICATION OF UTILITY AGENCIES

- A. **Determine and notify those agencies requiring advance notification for inspection or other purposes before beginning construction in any area of concern to said agency. This includes, but is not limited to, the Imperial Irrigation District – Water and Power Divisions, Caltrans, Southern California Gas Company, AT&T Telephone, Cable Company and City of Holtville Public Works Department.**
- B. Provide agencies with 7 calendar days' minimum advance notice.

#### 14.4 CROSSING PROTECTION AND/OR RELOCATION OF UTILITIES

- A. GENERAL: Utilities for the purpose of these specifications shall be considered as including, but not limited to, and irrespective of ownership; Pipelines (including irrigation mains), canals, water laterals, drains, conduits, transmission lines, cables, water services, sewer laterals and appurtenances of Public Utilities" (as defined in the Public Utilities Act of the State of California) and those of private industry, business, or individuals solely for their own use or for use of their tenants; and storm drains, sanitary sewer, street lighting, traffic signal systems, duct banks, telephone cable, fiber optic line, gas pipeline, underground television line, transmission cables, and completely buried structures.
- B. UTILITIES INDICATED ON DRAWINGS:
  1. Indicated utilities are based upon the information provided by the utility company to the City or Engineer; and the accuracy and completeness of the utilities shown is not guaranteed.
  2. The depth indicated in profile, unless a specific elevation is shown, is based on general practice and is not guaranteed at any specific location.
  3. No service connections are shown on the Drawings. The Contractor shall determine the exact location of all utilities and their service connections. This

includes sanitary sewer laterals and water services. All costs of determining the location of existing utilities, existing water pipelines and sanitary sewer laterals is to be included in the cost of potholing.

C. FIELD LOCATING:

1. Contractor shall coordinate with the utility companies to field locate their utilities prior to the potholing process.
2. Field location, excavation and documentation of existing canals, ditches, drains, laterals, services, pipelines and utilities shall be compensated to the Contractor per the appropriate pipeline installation item of the Bid Form.
3. The Contractor shall notify the Engineer as to any utility located which has been incorrectly shown or omitted from the drawings immediately after the conclusion of potholing activities.

D. UTILITIES ON PLANS AND NOT IN CONFLICT:

1. Where utilities cross or parallel the pipeline trench but do not conflict with the permanent work to be constructed, the Contractor shall protect the utility in place unless otherwise indicated on the Plans.
2. Unless otherwise provided in the Specifications, full compensation for protecting the crossing or paralleling of utilities as illustrated on the plans shall be included in the contract unit price or lump sum cost for which such work is appurtenant thereto and no additional allowance will be made therefore.

E. SPECIAL WATER/SEWER CROSSINGS:

1. At the locations illustrated on the plans or if the vertical separation between the outside of the sewer pipe and the outside of existing potable water pipes at crossings is less than one (1) foot, and when directed by the Engineer, the Contractor shall provide the construction required per the City of Holtville and per the State Health Department Water/Sewer Special Construction Requirements. The special construction will be deleted at locations shown if the vertical separation is 1 foot or greater.

F. RELOCATION OF UTILITIES BY THE CONTRACTOR FOR HIS/HER OWN CONVENIENCE: The temporary relocation or the alteration of any utility desired by the Contractor solely for the Contractor's convenience in the performance of the contract work, to a position or condition other than that provided for in the Specifications or shown on the drawings, shall be the Contractor's responsibility. The Contractor shall make all arrangements with the property owners regarding such work. Any costs of such work for the Contractor's convenience shall be incurred at the Contractor's expense. Relocation of existing utilities for the Contractor's convenience shall only be allowed with the written consent of the Engineer.

G. UTILITY CONFLICTS WITH PROPOSED IMPROVEMENTS

1. If a utility, whether shown on the plans or not, should intersect the proposed improvement at grade anywhere along the line of the improvement, the Contractor shall immediately notify the Engineer.
2. Contractor shall notify the Engineer in writing, stating the nature of the conflict, location by schedule, plan sheet number, name of the street or location of

easement and the station at which the conflict occurred. The Engineer will, within a reasonable time, make the necessary arrangements to resolve the conflict.

3. When a utility shown on the plans conflicts with the proposed improvements, the Engineer may arrange for the relocation or alteration of said utility or require the Contractor to do same as "Extra Work". Work required in connection with the relocation of unknown utilities will be performed and paid for as specified in the following paragraphs. It shall be clarified that the Engineer may decide to relocate the new sewer or water pipeline, in which case the existing utility would be maintained in the location in which it was found.

H. UNKNOWN UTILITIES DISCOVERED DURING THE PROJECT CONSTRUCTION: In the event that a utility is discovered during the project construction and was not illustrated on the plans or the appropriate utility agency plans, then the discovered utility relocation or "utility support and protection in place" may be accomplished as follows below; except that the Engineer may require the new sewer or water pipeline be re-routed. In the case the new water or sewer pipelines are re-routed, the existing utility would be maintained in its discovered location:

1. When said utility is found to occupy the space required to be occupied by a part of the permanent works to be constructed under the Contract, the Engineer may arrange for the relocation or alteration of said utility, or require the Contractor to do same as "Extra Work". As an alternative to relocating the discovered utility, the Engineer may require the contractor relocate the new water or sewer pipeline from the location, alignment and grade illustrated on the plans. The relocation of the water or sewer pipeline may or may not involve additional construction costs.
2. When the said utility is found to lie parallel to the permanent work and within the trench prism defined by the minimum allowable trench excavation illustrated on the Plans or required by the Specifications; the Engineer may arrange for the relocation, protection or alteration of said utility, or require the Contractor to do same as "Extra Work". As an alternative to relocating the discovered utility, the Engineer may require the contractor relocate the new water or sewer pipeline from the location, alignment and grade illustrated on the plans. The relocation of the water or sewer pipeline may or may not involve additional construction costs.
3. When said utility is more or less parallel with the permanent work, and any portion of it does not lie within the trench prism as illustrated on the plans, the Contractor shall advise the Engineer thereof, and in cooperation with the utility purveyor, provide and place the necessary support, if any, for proper protection to ensure continuous and safe operation of the utility. All costs of such work shall be borne by the Contractor.
4. If utilities are found to cross the new water or sewer pipeline excavation after potholing but are not directly intersecting the permanent works to be constructed, then the Contractor will be required to protect the existing facility in place and construct the proposed facility under or over the discovered utility. The costs of such work will be borne by the Contractor.
5. Upon discovering a utility in the course of potholing that was not indicated on the plans or marked in the field, the Contractor shall protect it in place. The Contractor shall immediately investigate if it is abandoned or active and notify the Engineer and appropriate utility company.

I. RESPONSIBILITY OF THE CONTRACTOR:



1. The Contractor shall be responsible for all costs for the repair of any and all damage to the contract work or to any utility (whether previously known or disclosed during the work), as may be caused by his/her operations.
2. Utilities not shown on the drawings to be relocated or altered by others, shall be maintained in place by the Contractor.
3. At the completion of the contract work, the Contractor will leave all utilities and appurtenances in a condition satisfactory to the utility purveyors and the City.

#### 14.5 PROTECTION OF FACILITIES OTHER THAN UTILITIES

Contractor shall protect in place or remove and replace to its original condition all existing facilities encountered during the construction excavation process.

It shall be the Contractor's responsibility to familiarize himself/herself with the conditions of proposed work and to identify by field investigation those above-grade features, whether or not illustrated on the Plans, which require removal and replacement or protection in place. These features include, but are not limited to, fences, cross gutters, roads, sidewalks, driveways, curbs and gutters, power poles, signs, mailboxes, drainage structures, canals, laterals, ditches, trees, street lights, landscaping and similar items.

#### 14.6 PAYMENT

The cost associated with pot-holing of existing utilities shall be considered inclusive of the bid item paid for Mobilization and no additional/separate compensation shall be provided.

**END OF SECTION**