



CITY OF HOLTVILLE

PEDESTRIAN AND BICYCLE IMPROVEMENTS ON 9TH STREET BETWEEN MELON ROAD AND OLIVE AVENUE

LCE PROJECT NUMBER: C24006-00

FEDERAL AID PROJECT NUMBER STPL-5174 (034)



SEPTEMBER 18, 2025

SECTION I -- INVITATION FOR PROPOSALS

CITY OF HOLTVILLE PEDESTRIAN AND BICYCLE IMPROVEMENTS ON 9TH STREET BETWEEN MELON ROAD AND OLIVE AVENUE

Sealed proposals will be received at the City Council Chambers, City Hall, City of Holtville, 121 W. Fifth Street, Holtville, California 92250, until **2:00 p.m.** prevailing local time, **Tuesday, October 21, 2025**, for the construction of the City of Holtville – Pedestrian and Bicycle Improvements on 9th Street Between Melon Road and Olive Avenue. At such time, proposals will be publicly opened and read aloud.

The work is located in the City of Holtville, County of Imperial, State of California. The work includes the installation of P.C.C. sidewalk, driveway, curb and gutter, and asphalt pavement along Ninth Street between Melon Road and Olive Avenue.

Proposals shall conform to the requirements of this Invitation for Proposals and other documents listed herein and any addenda thereto issued in advance of the proposal opening date.

Prospective Bidders shall be licensed Contractors in the State of California and shall be skilled and regularly engaged in the general class or type of work called for under the Contract. Each Bidder shall have a Class A California Contractor's license. All subcontractors shall have a Class A, B, or C California Contractor's license appropriate for the work to be constructed.

The specifications and improvement plans setting forth requirements and the work to be performed are comprised of the following sections: Invitation for Proposals; Instructions to Bidders; Caltrans LAPM Forms; Prevailing Wage Rates; Proposal Forms; Contract and Bond Forms; General Conditions; Special Conditions; Technical Conditions; Improvement Plans; and all addendum(a).

This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982, as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

Bid security shall accompany the bid in the form of a certified or cashier's check, or a Bid Bond for ten percent (10%) of the maximum bid amount being proposed.

The successful bidder shall furnish a payment bond and a performance bond, both equal to 100% of the contract amount.

Minimum wage rates for this project, as predetermined by the United States Department of Labor and the State of California, are set forth in the Instruction for Bidders section of the specifications. If there is a difference between the minimum wage rates predetermined by the United States Department 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.

This is a public works project subject to compliance monitoring and enforcement by the California Department of Industrial Relations. All contractors and subcontractors must be currently registered with the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1725.5 and comply with the requirements of Labor Code Sections 1771.1 and 1776. Federal regulations and reporting requirements also apply to this project.

The City of Holtville, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises (DBE) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin for an award. The DBE Program requirements apply to this project. DBE requirements are included in the Instruction for Bidders section of the Specifications.

The DBE program requires that the Agency establish a project-specific goal until further notice from Caltrans/FHWA. For further information on the DBE Program, FAQ's, DBE certification, search for DBE, public information meetings, etc., refer to the following website:

<https://dot.ca.gov/programs/civil-rights/dbe>

The DBE Contract goal for this project is **19** percent.

A **mandatory** pre-bid conference is scheduled for **Friday, October 3, 2025, at 10:00 a.m.** at Holtville City Hall, 121 W. Fifth Street, Holtville, CA 92250. This conference is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities. Bidders' attendance at this conference will be mandatory.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m. Eastern time, at the telephone number 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially, and the caller's anonymity will be respected.

In the case where a bidder claims an inadvertent clerical error in listing subcontractors, a notice of the claim must be submitted to the City Manager in writing within two (2) working days after the time of the bid opening, and copies must be sent to the subcontractors involved.

No contractor or subcontractor shall be listed on a bid proposal for a public works project unless registered with the California Department of Industrial Relations pursuant to the California Labor Code section 1725.5.

SAM.gov registration, with an active Unique Entity Identifier (UEI), is required by the Bidders. Subcontractors are required to have a UEI only. If the Bidders are not fully registered at sam.gov (not searchable at SAM.gov website) but have an active UEI, the Bidders are to submit proof of active registration, such as a screenshot or registration completion receipt. The Bidders must have completed the SAM.gov registration process with an active UEI prior to the Award of Contract.

Copies of the contract documents are available for examination without charge during normal business hours of The Holt Group, Inc., at 1601 North Imperial Avenue, El Centro, California 92243, Phone (760) 337-3883. Copies of contract documents may be obtained from The Holt Group, Inc. by making a non-refundable payment of One Hundred Dollars (\$100.00) payable to The Holt Group, Inc. for each set of said contract documents. This includes shipping charges.

Technical questions shall be addressed to The Holt Group, Inc., at least seven (7) days prior to the Bid Opening Date.

Dated: Thursday, September 18, 2025

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Thursday, September 18, 2025

Thursday, September 25, 2025

Yvette Rios, City Clerk

City of Holtville

SECTION II -- INSTRUCTIONS TO BIDDERS

1. GENERAL

1.1 Bidding Procedures:

Each bidder, by submitting its bid, represents that it understands the scope of work and its obligation with respect to performance. All bidders must submit their proposals on the forms provided. To be valid, a bid must be received at the place and before the time designated, or prior to any extension granted by an addendum. No bidder may withdraw, adjust or modify its bid for a period of sixty (60) days after the acceptance of bids. Addenda will be provided to each bidder of record and will be placed on file at the location for bidding documents. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City and the bidder.

The bidder's attention is directed to the special provisions as contained within Section III of the Instruction for Bidders, Caltrans Standard Specifications and Special Provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors", of the Caltrans Standard Specifications, each proposal shall have listed therein the portion of work that will be completed by each subcontractor listed. A sheet for listing the subcontractors is included within the Proposal Forms.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty", of the Caltrans Standard Specifications is included with the Proposal Forms.

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

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation (DOT) assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

1.2 Examination of Bidding Documents:

- 1.2.1 All interpretations and/or corrections of the bidding documents shall be in writing by The Holt Group, Inc., in the form of addenda. No other interpretations or corrections shall be considered valid for bidding purposes. Any bidder planning to submit a proposal is responsible for examining with appropriate care the complete specifications and all addenda, and is also responsible for informing itself with respect to all conditions that might in any way affect the performance of any work.
- 1.2.2 The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the City or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the contract.

1.3 Qualification of Bidders:

- 1.3.1 Each bidder, by submitting its bid, represents that it is qualified to perform the scope of the work for which it submits its proposal. It further represents that it can do so in the time specified. Each bidder shall submit with its proposal an experience statement substantially in the form included in Proposal Forms. The City may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional or qualified bids will not be accepted.

1.4 Preparation and Submission of Proposals:

- 1.4.1 Proposals shall be submitted on the unbound copy of the forms provided with the bound specifications. The copy shall be properly executed as described above, and any interlineations, alterations, or erasures shall be formally explained and initialed by the bidder. Failure to comply with this requirement may be cause for rejection of the proposal. Each proposal shall show the full legal name and business address of the bidder, including its street address, and shall be signed with the usual signature of the person or persons authorized to bind the bidder and shall be dated. Proposals by a partnership or joint venture shall list the full names and addresses of all partners or joint venturers. The State of Incorporation shall be stated in the proposal when the corporation is a party as a bidder. The name of each signatory shall be typed or otherwise clearly imprinted below each signature. When requested by the City, satisfactory evidence of the authority of any signatory on behalf of the bidder shall be furnished. The proposal shall be enclosed in a sealed envelope, distinctly marked "proposal" and bearing the project title as given and the name and address of the bidder.
- 1.4.2 All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be completed and executed when submitted. Only one copy of the bid form is required.

1.5 Site Inspection and Conditions:

- 1.5.1 In addition to examination of the specification, each prospective bidder shall make whatever other arrangements are necessary to become fully informed regarding all existing and expected conditions and matters which could affect any work or performance of any work in any way, and especially the cost of performing any work. Arrangements may be made for visiting the project area by contacting the Engineer. Any failure to fully investigate the site or the foregoing conditions shall not relieve the bidder from the responsibility for estimating properly the difficulty or cost of successfully performing any work. Neither the City nor any of its representatives or agents assume the responsibility for any understanding or representation made by the City or any of its representatives or agents prior to the execution of a contract pursuant to the specification.
- 1.5.2 Bidders must satisfy themselves of the accuracy of the estimated quantities on the drawings by examination of the site and a review of the drawings and specifications including addenda. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

1.6 Proposal Openings and Award of Contracts:

Proposals will be kept unopened until the time stated for opening of proposals. At such time, the contents of the proposals will be made public. No responsibility shall be attached to the City or any of its officers, employees or representative for the premature opening of proposals. All bidders or their authorized representatives are invited to be present at the proposal opening. The successful bidder will be notified in writing by the City of the award of contract within sixty (60) calendar days after opening of proposals. Accompanying the City's Notice of Award will be the contract, which the successful bidder

will be required to sign and return, together with the payment bond and insurance coverage. All of the above documents shall be returned to the City within ten (10) calendar days following receipt of the Notice of Award. The City will promptly determine whether such contract, bonds, certificates of insurance and other required documents are as required by the specifications, and upon such determination will forward a fully signed copy of the contract and a Notice to Proceed to the successful bidder, provided that the City reserves the right to issue a Notice to Proceed at any time prior to forwarding such contract. The failure of any bidder to whom the City may award the contract as aforesaid to properly sign and return to the City the contract, together with the required payment bond, performance bond, certificates of insurance and other documents within the specified time period, shall entitle the City to declare a breach of contract by such bidder, to award the contract to another bidder in accordance with the provisions of the specifications, and to declare a forfeiture of the bidder's proposal security accompanying its proposal. In the event of such failure, the City will suffer damage, the amount of which is difficult, if not impossible, to ascertain, and the City shall therefore be entitled to retain the amount of such cashier's or certified check, or to enforce the provisions of said bid bond in the amount thereof, as liquidated damages for such breach of contract.

The City will return the bonds of all except the three lowest responsible bidders. When the agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the contract, insurance certificate, payment bond and performance bond have been approved by the City Attorney. A cashier's check may be used in lieu of a bid bond.

1.7 Acceptance or Rejection of Bids:

The contract will be awarded to the lowest, responsive, responsible bidder, provided that all bidders acknowledge the right of the City to accept or reject any and all bids and to waive any informality or irregularity in any bid received.

1.8 Worker's Compensation Notice:

1.8.1 As required by §1860 of the California Labor Code and in accordance with the provisions of §3700 of said Labor Code, every Contractor shall be required to secure worker's compensation insurance to protect its employees.

1.8.2 In accordance with §1861 of the California Labor Code, the Contractor shall furnish the City a notarized statement as follows: "I am aware of the provisions of §3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract."

1.9 Proposal Security:

No proposal will be considered unless it is accompanied by a proposal security in the form of a certified check or a cashier's check, payable to the order of the City of Holtville for a sum not less than ten percent (10%) of the total bid as set forth in the bidder's proposal, or a bidder's bond in the same amount executed as surety by a corporation acceptable to the City and authorized to issue such surety bond in the State of California. Such bond shall be in substantial conformity with the form included in Section V, Proposal Forms, of the specifications.

1.10 Bonds and Insurance Policies:

The bidder to whom the contract award is made shall furnish to the City a performance bond and a payment bond, executed as surety by a corporation acceptable to the City and authorized to issue surety bonds in the State of California. Such bonds shall be substantially in the form included in Section VI of the specifications. Such performance bond and payment bond shall be for one hundred percent (100%) of the total bid as set forth in the bidder's proposal. The entire cost of these bonds shall be borne by the successful bidder. The successful bidder shall, at the time of execution of the contract, deliver to

the City two (2) copies of the certificates, on the carrier's forms, attesting to the fact that the required policies of insurance have been obtained.

1.11 Identification of Subcontractors:

In accordance with §4104 of the California Government Code, each bidder, in its bid, shall set forth: (1) The name and location of the place of business of each subcontractor who will perform work or labor, or render services to the Contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent (0.50%) of the Contractor's total bid or \$10,000.00, whichever is the lesser amount; and (2) The portion of the work which will be done by each such subcontractor. In accordance with §4107 of the California Government Code, no Contractor whose bid is accepted shall without consent of the City either: (a) Substitute any person as a subcontractor in place of the subcontractor designated in the original bid; or (b) Permit any such subcontract to be assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the bid; or (c) Sublet or subcontract any portion of the work in excess of one half of one percent (0.50%) of the Contractor's total bid as to which his original bid did not designate a subcontractor. Penalties for failure to comply with the foregoing sections of the California Government Code are set forth in §§4106, 4110, and 4111 of the Government Code. In the case where a bidder claims an inadvertent clerical error in listing subcontractors, a notice of the claim must be submitted to the City Engineer in writing within two (2) working days after the time of the bid opening, and copies sent to the subcontractors involved.

1.12 Posting Requirements:

The Contractor shall be required to provide all signs and posters as required by this document. The Contractor shall place all posters in a conspicuous location at the project site prior to mobilization. The posters shall be securely placed on a billboard. The Contractor shall ensure the posters are maintained at the project site throughout the duration of the project.

2. **LABOR STANDARDS REQUIREMENTS**

2.1 Wage Rates:

Notice is hereby given that pursuant to §2774 of the Labor Code of the State of California, the Agency has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work for each craft, classification, or type of worker required to execute the contract. A copy of said prevailing rate of per diem wages is on file in the principal office of the Engineer, to which reference is hereby made for further particulars. Said prevailing wage rate of per diem wages will be made available to any interested party upon request, and a copy thereof shall be posted at each job site.

The California prevailing wage decisions may be found at the following web site:

http://www.dir.ca.gov/DLSR/statistics_Research.html

2.2 Specific Wage Rates for the Project:

This project is funded in total or in part from the Federal Highway Administration (FHWA) through the State of California Department of Transportation. This project must comply with BOTH the Federal Davis Bacon and Related Acts and the California Department of Industrial Relations, prevailing wage requirements.

The Federal Davis Bacon prevailing wage decisions may be found at the following web site:

<http://www.access.gpo.gov/davisbacon/ca.html>

FOR HARD COPIES, SEE SECTION IV – PREVAILING WAGE RATES

2.3 Statutory Penalty for Failure to Pay Minimum Wages:

In accordance with §1775 of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf a contract is made and awarded, forfeit twenty-five dollars (\$25.00) for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for any public work done under the contract by the Contractor or by any subcontractor under the Contractor.

2.4 Statutory Penalty for Unauthorized Overtime Work:

In accordance with §1813 of the California Labor Code, the Contractor shall as a penalty to the State or political subdivision on whose behalf a contract is made or awarded, forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which said worker is required or permitted to work more than eight hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of §§1810-1815 of the California Labor Code.

2.5 Apprenticeship Requirements:

Contractor agrees to comply with §§1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices. The responsibility for compliance with these provisions is fixed with the prime Contractor for all apprenticeable occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one (1) apprentice for each five (5) journeymen (unless an exemption is granted in accordance with §1777.5) and Contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in §3077 of the Labor Code. Only apprentices, as defined in §3077, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeable occupations.

2.6 Labor Compliance Documentation Requirements:

It is the prime contractors' responsibility to provide all labor compliance documentation completely and accurately in a timely manner.

It is the prime contractors' responsibility to provide all labor compliance documentation from its subcontractors completely and accurately in a timely manner. The prime contractor is responsible to review promptly and then forward on all required documentation to the awarding agency per the time schedules in the Labor Compliance Handout. Included with the Labor Compliance Handout, the awarding agency will provide training, documentation requirements, forms, etc at the preconstruction conference or at a time designated by the awarding agency.

In the event, during the review process of labor compliance documentation from the awarding agencies labor compliance monitor, inaccurate, missing or incomplete information was provided, the labor

compliance monitor will request from the prime contractor the items, revisions and documentation needed. The cost of this additional labor compliance enforcement will be borne by the prime contractor.

2.7 Public Works Projects Required Bid Language:

Required contract language for all state Public Works construction contracts between an awarding agency and the prime contractor; and subcontractor contracts with the prime contractor.

This Public Works project is funded by Agencies in California and requires compliance with the California Labor Standards, California Code of Regulations pertaining to Public Works projects, California Labor Codes and the California prevailing wage requirements with special attention to CLC 1720, CLC 1727, CLC 1729, CLC 1770, CLC 1777.5, CLC 1776, CLC 1810 through 1815 and CLC 3700.

CLC Section 1720; State prevailing wage rates shall apply when the State wage rate is higher than the Federal wage rate. All contractors and subcontractors are subject to the application of Section 1720 et seq. of the California Labor Code which details the regulations and procedures governing the payment of State prevailing wages.

CLC Section 1727; (a) Before making payments to the contractor of money due under a contract for public work, the awarding body shall withhold and retain there from all amounts required to satisfy any civil wage and penalty assessment issued by the Labor Commissioner under this chapter. The amounts required to satisfy a civil wage and penalty assessment shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

CLC Section 1729; It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of the subcontractor's failure to comply with the terms of this chapter, and if payment has already been made to the subcontractor the contractor may recover from him the amount of the penalty or forfeiture in a suit at law.

CLC Section 1770; The Director of the Department of Industrial Relations shall determine the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773, and the director's determination in the matter shall be final except as provided in Section 1773.4. Nothing in this article, however, shall prohibit the payment of more than the general prevailing rate of wages to any workman employed on public work. Nothing in this act shall permit any overtime work in violation of Article 3 of this chapter.

CLC Section 1777.5; All contractors and subcontractors are subject to the provisions of Section 1777.5 of the California Labor Code which requires that every employer employ registered apprentices and deduct training contributions from all journeymen and apprentices prevailing wage rates and submit these contributions to and approved apprenticeship training facility in accordance with the provisions of the code.

CLC Section 1776; (a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

CLC Sections 1810-1814; All contractors and subcontractors are subject to the provisions of Sections 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor or subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime.

CLC Section 1815 of the California Labor Code requires that notwithstanding the provisions of Sections 1810-1814, employees of contractors who work in excess of eight hours per day and 40 hours per week shall be compensated for all hours worked in excess of eight hours per day at not less than 1-1/2 times the basic rate of pay.

CLC Section 1860; The awarding body shall cause to be inserted in every public works contract a clause providing that, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees.

CLC Section 1861; Each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

CLC Section 3700; All contractors and subcontractors are subject to the provisions of Section 3700 of the California Labor Code which requires that every employer be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code.

2.8 SB 854 Requirements

SB 854, made important changes to the requirements from California for the contractors bidding or awarded a 'Public Works' contract.

AB 854 was signed into law on **June 20, 2014** and became effective immediately. All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to the State of California, Department of Industrial Relations (DIR). The phased-in timetable is as follows:

2.9 Public Works Contractor Registration Program

All contractors and subcontractors who bid on a public works project must register and pay an annual fee to the California Department of Industrial Relations. An awarding body may NOT accept a bid or enter into a contract for public works from an unregistered contractor.

2.10 Bid Proposal Requirements

- **No contractor** or subcontractor may be listed on a bid proposal for a public works project unless registered with the California Department of Industrial Relations pursuant to the California Labor Code section 1725.5 [with limited exception from this requirement for bid purposes only under California Labor Code section 1771.1(a)].
- **No contractor** or subcontractor may be awarded a contract for public work on a public works project unless registered with the California Department of Industrial Relations pursuant to California Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

2.11 Electronic Payroll Records

All contractors and subcontractors must furnish electronic payroll records directly to the Labor Commissioner (aka California Division of Labor Standards Enforcement).

These requirements will apply to all public works that are subject to the prevailing wage requirements of the California Labor Code, without regard to the funding source.

3. TIME AND MATERIAL ALLOCATION

The Contractor shall provide a rate schedule for all labor and equipment that may reasonably be anticipated for use during the project. Labor rates shall be consistent with those required by the prevailing wage rate requirements of the contract and shall reflect all benefits and employer costs. Once the labor and equipment rates have been approved by the resident engineer, they will become the basis for compensation for any Time and Material work requested by the City of Holtville. The Contractor is advised; however, that there will be no compensation from the Time and Material Allocation unless the work has been authorized in writing by the Resident Engineer.

Additionally, the use of the Time and Material Allocation will be at the sole discretion of the City of Holtville. All or any portion of the allocation amount may be deleted from the Contract.

The Time and Material allocation for this project shall be \$30,000. This is the number to be used for the bid proposals schedule.

4. AWARD AND EXECUTION OF CONTRACT

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

Bid protests are to be delivered to the following address:

The Holt Group, Inc.
1601 North Imperial Avenue
El Centro, California 92243
(760) 337-3883

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

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

City of Holtville
121 W. Fifth Street
Holtville, California 92250
(760) 356-2912

5. CALTRANS LAPM EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE

The Contractor shall comply with the requirements of the Caltrans Local Assistance Procedures Manual as specified in Exhibit 12-G as included in this section. The subcontractors and their lower-tier subcontractors shall also comply with the required provisions.

EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE

(For Local Assistance Construction Projects)

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

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

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

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

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

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

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

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

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

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with

DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.

- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

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

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

C. Prompt Progress Payment

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

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

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

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

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

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

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

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

E. Termination and Replacement of DBE Subcontractors

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

Termination of DBE Subcontractors

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

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

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

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

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

Replacement of DBE Subcontractors

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

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

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:

- a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Quote for bid item work and description of work to be performed
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Subcontracting Request form
 - Revised Exhibit 15-G: Construction Contract DBE Commitment
2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFES to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
- Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
 - Solicitations of DBEs for performance of work identified
 - Correspondence with interested DBEs that may have included contract details and requirements
 - Negotiation efforts with DBEs that reflect why an agreement was not reached
 - If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - Additional documentation that supports the GFE

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

F. Commitment and Utilization

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

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

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

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

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work

3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each DBE (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

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

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

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

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

G. Running Tally of Attainments

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

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

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

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

H. Commercially Useful Function

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

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

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

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

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

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

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

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

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

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

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

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

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

I. Use of Joint Checks

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

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

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

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

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

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

2. BID OPENING

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

3. BID RIGGING

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

4. CONTRACT AWARD

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

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (23 CFR 635.110).

6. CHANGED CONDITIONS

A. Differing Site Conditions

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

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in

character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

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

The Contractor shall begin work within 10 calendar days after the issuance of the Notice to Proceed. This work shall be diligently prosecuted to completion before the expiration of **60 CALENDAR DAYS** beginning on the tenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County of **Holtville** the sum of **\$ 1,200.00** per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

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

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

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

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

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

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

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

All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

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

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

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

Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

1. _____
2. _____

9. QUALITY ASSURANCE

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

10. PROMPT PAYMENT

A. FROM THE AGENCY TO THE CONTRACTORS

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

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

B. SUBMITTAL OF EXHIBIT 9-P

For projects awarded on or after September 1, 2023:

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

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

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

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

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

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

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

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

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

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action.

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

6. Training and Promotion:

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

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

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

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

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

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

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

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

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

2. Withholding (29 CFR 5.5)

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

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

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

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

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

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

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

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

3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

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

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

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

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

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

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

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

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

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

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

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

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

12. FEMALE AND MINORITY GOALS

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

The nationwide goal for female utilization is 6.9 percent.

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

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey	25.6
	7360 San Francisco-Oakland	
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	
	CA Santa Clara, CA 7485	19.6
	Santa Cruz, CA	
	CA Santa Cruz	14.9
177	7500 Santa Rosa	
	CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA	
	CA Napa; CA Solano	17.1
	Non-SMSA Counties:	
	CA Lake; CA Mendocino; CA San Benito	23.2
178	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo	
	Non-SMSA Counties	14.3
179	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	
	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	12.3
	CA Stanislaus 8120	
	Stockton, CA	24.3
	CA San Joaquin	19.8
179	Non-SMSA Counties	
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	
	Fresno-Bakersfield, CA	
	SMSA Counties: 0680 Bakersfield, CA	19.1
	CA Kern	
179	2840 Fresno, CA CA	26.1
	Fresno	
	Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6

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

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

13. TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Note: Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.]

APPENDIX A

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

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S

- obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
 - e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
 - f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to

discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title

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

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

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

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

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

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

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

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

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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

Federal Trainee Program Special Provisions (to be used when applicable)

14. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is 0.

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

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

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

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

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

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

Before starting work, the prime contractor shall submit to the City/County of **Holtville**:

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

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

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In

making these efforts, the prime contractor shall not discriminate against any applicant for training.

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

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

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

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

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

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

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

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

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

Each apprentice or trainee must:

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

Furnish the apprentice or trainee a:

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

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

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

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

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

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

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

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

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

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SECTION III -- CALTRANS LAPM FORMS

The following Caltrans Local Assistance Procedure Manual (LAPM) forms shall be submitted by the Bidder/Contractor as instructed in the Section II – Instructions to Bidders and this section of the Specifications:

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1. LAPM 9-I: DLA DBE CONFIRMATION

DLA DBE CONFIRMATION

FEDERAL PROJECT NUMBER

NAME OF DBE BUSINESS

NAME OF DBE REPRESENTATIVE

DBE CERTIFICATION NUMBER

NAME OF BIDDER

NAME OF PRIME CONTRACTOR IF DIFFERENT FROM THE BIDDER

NAME OF REPRESENTATIVE OF PRIME CONTRACTOR

DATE _____

ADA Notice This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.

SECTION III -- CALTRANS LAPM FORMS

1.A INSTRUCTIONS – DLA DBE CONFIRMATION FORM

When 100% of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A bidder certified as a DBE should describe the work it has committed to perform with its own forces, as well as any other work that it has committed to be performed by DBE subcontractors, suppliers, and trucking companies.

The bidder or proposer is required to provide written confirmation from each DBE participating in the contract.—For construction contracts, LAPM 9-I: DBE Confirmation (or equivalent form) and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder or proposer is encouraged to submit a copy of the joint venture agreement.

The purpose of this form is to capture all DBE proposed participation, or in instances when there is no DBE contract goal, DBE proposed participation acquired through normal contracting procedures as required under 49 CFR 26.

SECTION III -- CALTRANS LAPM FORMS

2. EXHIBIT 15-G: CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____

8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award		16. TOTAL CLAIMED DBE PARTICIPATION		
22. Local Agency Contract Number:				\$
23. Federal-Aid Project Number:				
24. Bid Opening Date:				
25. Contract Award Date:		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.		
26. Award Amount:				
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				
27. Local Agency Representative's Signature	28. Date	17. Preparer's Signature	17. Date	
29. Local Agency Representative's Name	30. Phone	19. Preparer's Name	20. Phone	
31. Local Agency Representative's Title		21. Preparer's Title		

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

SECTION III -- CALTRANS LAPM FORMS

2.A INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

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

LOCAL AGENCY SECTION

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

SECTION III -- CALTRANS LAPM FORMS

3. LAPM - EXHIBIT 15-H
PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). STPL 5174 (034) Bid Opening Date _____ CON

The _____ City of Holtville _____ established a Disadvantaged Business Enterprise (DBE) goal of 19 % for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts with five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

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

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

Publications	Dates of Advertisement

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

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

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

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
0.00%				0.00%
				0.00%
				0.00%

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

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

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

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

- F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts:

SECTION III -- CALTRANS LAPM FORMS

4. LAPM - EXHIBIT 16-B DLA SUBCONTRACTING REQUEST

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

Page 1 of 2

REQUEST NUMBER

CONTRACTOR NAME			COUNTY		ROUTE			
BUSINESS ADDRESS			CONTRACT NUMBER					
CITY AND STATE			ZIP CODE		FEDERAL-AID PROJECT NUMBER (from special provisions)			
SUBCONTRACTORS (Name, Business Address, Phone)	CA STATE CONTRACTOR LICENSE NUMBER	PUBLIC WORKS CONTRACTOR REGISTRATION NUMBER	BID ITEM NUMBER(S) (1 per line)	PERCENTAGE OF BID ITEM SUBCONTRACTED	CHECK IF (See Categories Below)		DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBCONTRACTED	DOLLAR AMOUNT BASED ON BID AMOUNT
					1	2		
					<input type="checkbox"/>	<input type="checkbox"/>		
					<input type="checkbox"/>	<input type="checkbox"/>		
					<input type="checkbox"/>	<input type="checkbox"/>		
					<input type="checkbox"/>	<input type="checkbox"/>		
					<input type="checkbox"/>	<input type="checkbox"/>		
					<input type="checkbox"/>	<input type="checkbox"/>		

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

I certify that:

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

CONTRACTOR'S SIGNATURE

DATE

\$

\$

\$

\$

\$

This section is to be completed by the resident engineer.

- Total of bid items
- Bid items previously subcontracted
- Bid items subcontracted (in s request)
- Total of lines 2 and 3
- Maximum amount of work allowed to be subcontracted (multiply line 1 by %)
- Minimum amount prime contractor must perform with own forces (multiply line 1 by %)

RESIDENT ENGINEER'S SIGNATURE

DATE

APPROVED

Copy Distribution: Original - Contractor Copy - Resident Engineer

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SECTION III -- CALTRANS LAPM FORMS

4.A LAPM – EXHIBIT 16-B INSTRUCTIONS FOR COMPLETING DLA SUBCONTRACTING REQUEST FORM

All first-tier subcontractors must be included on a subcontractor request.

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

- Ensure all subcontractors are:

1. Listed on the subcontractor list at the time of bid, per the Subletting and Subcontracting Fair Practice Act; OR
2. All 1st tier subcontractors regardless of dollar value.

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

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

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

THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS OF SUBCONTRACTORS AND UDBE, DVBE OR SMALL BUSINESS ENTITIES.

5. LAPM – EXHIBIT 17-O

Disadvantaged Business Enterprises (DBE) Certification Status Change

Federal-aid Project No. STPL 5174 (034) 62
City of Holtville - Pedestrian and Bicycle Improvements on 9th Street between Melon Road and Olive Avenue

SECTION III -- CALTRANS LAPM FORMS

5.A INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBE0) or the date of the Certification Certificate mailed out by OBE0.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.

6. LAPM – EXHIBIT 17-F: Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors

Federal-aid Project No. STPL 5174 (034) **64**
City of Holtville – Pedestrian and Bicycle Improvements on 9th Street between Melon Road and Olive Avenue

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

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Acceptance Date** - Enter the date the contract was accepted by the Local Agency.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward DBE goals. If the materials or supplies are purchased from a DBE regular dealer/supplier, count 60% of the cost of the materials or supplies toward DBE goals. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

Exhibit 16-Z1
Monthly DBE Trucking Verification

Local Assistance Procedures Manual

State of California-Department of Transportation

Exhibit 16-Z1 Monthly DBE Trucking Verification

[illegible]

Prime Contractor	Business Address	Business Phone No.
*Upon Request all Lease Agreements Shall be made available, in accordance with the special Provisions		
I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT		
Contractor Representative Signature	Title	Date

SECTION III -- CALTRANS LAPM FORMS

7.A INSTRUCTIONS FOR COMPLETING MONETHLY DBE TRUCKING VERIFICATION, LAPM – EXHIBIT 16-Z1

MONTHLY DBE TRUCKING VERIFICATION

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

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

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

Payment information is derived using the following:

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

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

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

SECTION IV -- PREVAILING WAGE RATES

California Department of Industrial Relations Wage Decisions and Federal Davis Bacon and Related Acts Wage Decisions follow:

General prevailing wage determinations made by the director of industrial relations.

Pursuant to California Labor Code part 7, chapter 1, article 2, sections 1770, 1773, and 1773.1

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

If you cannot find a job classification needed to execute a contract in the Director's general prevailing wage determinations, please contact the Office of the Director - Research Unit, P.O. Box 420603, San Francisco, CA 94142, (415) 703-4774. Because it may necessitate a wage survey, you should allow 45 days prior to the bid advertisement date for such request. Include in your request the project name or bid number, the classifications needed, job description if available, the bid advertisement date, and location of the project(s).

(Intentionally Left Blank)

"General Decision Number: CA20250002 08/22/2025

Superseded General Decision Number: CA20240002

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Imperial County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	01/24/2025
2	02/07/2025
3	02/21/2025
4	02/28/2025
5	03/14/2025
6	03/21/2025
7	03/28/2025
8	06/06/2025
9	06/27/2025
10	08/01/2025
11	08/08/2025
12	08/15/2025
13	08/22/2025

ASBE0005-002 09/01/2024

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 56.32	26.52
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 39.94	20.65

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 23.52	13.37

BRCA0004-002 11/01/2024

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 58.81	19.14

BRCA0018-004 06/01/2024

	Rates	Fringes
MARBLE FINISHER.....	\$ 43.38	15.36
TILE FINISHER.....	\$ 37.96	13.77
TILE LAYER.....	\$ 51.82	19.32

BRCA0018-010 09/01/2024

	Rates	Fringes
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TERRAZZO FINISHER.....	\$ 42.11	14.67
TERRAZZO WORKER/SETTER.....	\$ 49.62	15.26

CARP0213-001 01/01/2024

	Rates	Fringes
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CARPENTER

(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 48.86	22.88
(2) Millwright.....	\$ 49.36	22.88
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 48.99	22.88
(4) Pneumatic Nailer, Power Stapler.....	\$ 51.85	16.28
(5) Sawfiler.....	\$ 51.69	16.28
(6) Scaffold Builder.....	\$ 40.77	22.38
(7) Table Power Saw Operator.....	\$ 51.70	16.28

FOOTNOTE: Work of forming in the construction of open cut
sewers or storm drains, on operations in which horizontal
lagging is used in conjunction with steel H-Beams driven or
placed in pre- drilled holes, for that portion of a lagged
trench against which concrete is poured, namely, as a
substitute for back forms (which work is performed by
piledrivers): \$0.13 per hour additional.

CARP0213-002 07/01/2021

	Rates	Fringes
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Diver

(1) Wet.....	\$ 834.40	16.28
(2) Standby.....	\$ 445.84	16.28
(3) Tender.....	\$ 437.84	16.28
(4) Assistant Tender.....	\$ 413.84	16.28

Amounts in "'Rates' column are per day

CARP0213-004 01/01/2024

	Rates	Fringes
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Drywall

DRYWALL INSTALLER/LATHER....	\$ 48.86	22.88
STOCKER/SCRAPPER.....	\$ 20.80	9.97

CARP0721-001 07/01/2021

	Rates	Fringes
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Modular Furniture Installer.....	\$ 21.85	7.15
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ELEC0569-002 08/31/2020

	Rates	Fringes
Electricians (Electrical contracts of \$500,000 or less)		
Cable Splicer.....	\$ 48.40	3%+14.88
Tunnel Work.....	\$ 54.36	3%+14.88
Electrician.....	\$ 47.65	3%+14.88
Tunnel Work.....	\$ 53.61	3%+14.88
Electricians: (Electrical contracts of \$500,000 and over)		
Cable Splicer.....	\$ 51.40	3%+14.88
Tunnel Work.....	\$ 57.36	3%+14.88
Electrician.....	\$ 50.65	3%+14.88
Tunnel Work.....	\$ 56.61	3%+14.88

ELEC0569-005 06/03/2024

	Rates	Fringes
Sound & Communications		
Sound Technician.....	\$ 43.78	15.39
SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.		

SOUND TECHNICIAN: Terminating, operating and performing final check-out

ELEC0569-006 06/02/2025

Work on street lighting; traffic signals; and underground systems and/or established easements outside of buildings

	Rates	Fringes
Traffic signal, street light and underground work		
Utility Technician #1.....	\$ 43.62	14.41
Utility Technician #2.....	\$ 33.10	14.09

STREET LIGHT & TRAFFIC SIGNAL WORK:

UTILITY TECHNICIAN #1: Installation of street lights and traffic signals, including electrical circuitry, programmable controller, pedestal-mounted electrical meter enclosures and laying of pre-assembled cable in ducts. The layout of electrical systems and communication installation including proper position of trench depths, and radius at

duct banks, location for manholes, street lights and traffic signals.

UTILITY TECHNICIAN #2: Distribution of material at jobsite, installation of underground ducts for electrical, telephone, cable TV and communication systems. The setting, leveling, grounding and racking of precast manholes, handholes and transformer pads.

ELEC1245-001 01/01/2025

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 70.16		24.71
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 53.30		22.26
(3) Groundman.....\$ 40.76		21.76
(4) Powderman.....\$ 51.87		18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 69.43		38.435+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2024

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....\$ 64.10		38.75
(2) Dredge dozer.....\$ 58.13		38.75
(3) Deckmate.....\$ 58.02		38.75
(4) Winch operator (stern winch on dredge).....\$ 57.47		38.75
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....\$ 56.93		38.75
(6) Barge Mate.....\$ 57.54		38.75

ENGI0012-024 07/01/2023

Rates Fringes

OPERATOR: Power Equipment (All Other Work)

GROUP 1.....	\$ 53.90	32.80
GROUP 2.....	\$ 54.68	32.80
GROUP 3.....	\$ 54.97	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 6.....	\$ 56.68	32.80
GROUP 8.....	\$ 56.79	32.80
GROUP 10.....	\$ 56.91	32.80
GROUP 12.....	\$ 57.08	32.80
GROUP 13.....	\$ 57.18	32.80
GROUP 14.....	\$ 57.21	32.80
GROUP 15.....	\$ 57.29	32.80
GROUP 16.....	\$ 57.41	32.80
GROUP 17.....	\$ 57.58	32.80
GROUP 18.....	\$ 57.68	32.80
GROUP 19.....	\$ 57.79	32.80
GROUP 20.....	\$ 57.91	32.80
GROUP 21.....	\$ 58.08	32.80
GROUP 22.....	\$ 58.18	32.80
GROUP 23.....	\$ 58.29	32.80
GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80

OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)

GROUP 1.....	\$ 55.25	32.80
GROUP 2.....	\$ 56.03	32.80
GROUP 3.....	\$ 56.32	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 5.....	\$ 56.68	32.80
GROUP 6.....	\$ 56.79	32.80
GROUP 7.....	\$ 56.91	32.80
GROUP 8.....	\$ 57.08	32.80
GROUP 9.....	\$ 57.25	32.80
GROUP 10.....	\$ 58.25	32.80
GROUP 11.....	\$ 59.25	32.80
GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80

OPERATOR: Power Equipment (Tunnel Work)

GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80
GROUP 4.....	\$ 56.96	32.80
GROUP 5.....	\$ 57.18	32.80
GROUP 6.....	\$ 57.29	32.80
GROUP 7.....	\$ 57.41	32.80

PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable);Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled

tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine

tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine,

Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, at that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SBM to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECEIVES BASE RATE

IRON0229-001 01/01/2025

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 45.78	26.51
Ornamental, Reinforcing and Structural.....	\$ 50.70	35.15

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00300-005 07/01/2025

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 46.48	25.93

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00345-001 07/01/2025

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 55.88	23.77
GROUP 2.....	\$ 54.93	23.77
GROUP 3.....	\$ 51.39	23.77

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing guniting and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid

on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB01184-001 07/01/2025

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 47.94	20.86
(2) Vehicle Operator/Hauler.	\$ 48.11	20.86
(3) Horizontal Directional Drill Operator.....	\$ 49.96	20.86
(4) Electronic Tracking Locator.....	\$ 51.96	20.86
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 49.30	23.97
GROUP 2.....	\$ 50.60	23.97
GROUP 3.....	\$ 52.61	23.97
GROUP 4.....	\$ 54.35	23.97

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LAB01184-002 07/01/2025

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 53.60	25.74
GROUP 2.....	\$ 53.92	25.74
GROUP 3.....	\$ 54.38	25.74
GROUP 4.....	\$ 55.07	25.74
LABORER		
GROUP 1.....	\$ 46.48	25.95
GROUP 2.....	\$ 47.03	25.95
GROUP 3.....	\$ 47.58	25.95
GROUP 4.....	\$ 49.13	25.95
GROUP 5.....	\$ 49.48	25.95

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline

wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of

troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LAB01184-004 07/01/2024

	Rates	Fringes
Brick Tender.....	\$ 41.53	22.54

LAB01414-003 08/06/2025

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 46.17	25.97
PLASTER TENDER.....	\$ 48.72	25.97

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:

Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-001 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 38.52	18.64

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 09/01/2024

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 49.33	26.82

PAIN0036-013 10/01/2024

	Rates	Fringes
GLAZIER.....	\$ 52.90	22.16

PAIN0036-019 01/01/2025

	Rates	Fringes
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SOFT FLOOR LAYER.....\$ 40.77 19.37

PLAS0200-004 08/03/2022

Rates Fringes

PLASTERER.....\$ 47.37 19.64

Work at Naval Air Facility Seeley: \$3.00 additional per hour

PLAS0500-002 07/01/2023

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 44.00 27.11

PLUM0016-008 09/01/2024

Rates Fringes

PLUMBER/PIPEFITTER

Seeley Naval Air Station....\$ 67.68 26.51

Work ONLY on new additions

and remodeling of bars,

restaurants, stores and

commercial buildings, not

to exceed 5,000 sq. ft. of

floor space.....\$ 53.51 25.28

Work ONLY on strip malls,

light commercial, tenant

improvement and remodel

work.....\$ 44.24 23.96

All other work except work

on new additions and

remodeling of bars,

restaurant, stores and

commercial buildings not

to exceed 5,000 sq. ft. of

floor space and work on

strip malls, light

commercial, tenant

improvement and remodel

work.....\$ 59.48 26.61

PLUM0345-001 09/01/2023

Rates Fringes

PLUMBER

Landscape/Irrigation Fitter.\$ 40.20 25.90

Sewer & Storm Drain Work....\$ 44.29 23.28

ROOF0045-001 07/01/2024

Rates Fringes

ROOFER.....\$ 42.80 12.64

SFCA0669-002 01/01/2025

Rates Fringes

SPRINKLER FITTER.....\$ 47.45 28.50

SHEE0206-002 07/01/2023

	Rates	Fringes
Sheet Metal (TECHNICIAN).....	\$ 36.21	10.24
SHEET METAL WORKER.....	\$ 48.20	30.80

SHEET METAL TECHNICIAN - SCOPE:

LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000.

TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

* TEAM0011-002 07/01/2025

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 41.59	35.69
GROUP 2.....	\$ 41.74	35.69
GROUP 3.....	\$ 41.87	35.69
GROUP 4.....	\$ 42.06	35.69
GROUP 5.....	\$ 42.09	35.69
GROUP 6.....	\$ 42.12	35.69
GROUP 7.....	\$ 42.37	35.69
GROUP 8.....	\$ 42.62	35.69
GROUP 9.....	\$ 42.82	35.69
GROUP 10.....	\$ 43.12	35.69
GROUP 11.....	\$ 43.62	35.69
GROUP 12.....	\$ 44.05	35.69

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a

supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007

01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

SECTION V -- PROPOSAL FORMS

1 -- PROPOSAL FORMS

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 AND BICYCLE IMPROVEMENTS ON 9TH STREET BETWEEN MELON ROAD AND OLIVE 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 AND BICYCLE IMPROVEMENTS ON 9TH STREET BETWEEN
MELON ROAD AND OLIVE 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>
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SECTION V -- PROPOSAL FORMS
2 -- SCHEDULE OF ITEMS AND PRICES

BID ITEM LIST

ITEM NO.	ITEM	UNIT	UNIT PRICE	QUANTITY	TOTAL
1	MOBILIZATION.	LUMP SUM	_____	1	_____
2	TRAFFIC CONTROL.	LUMP SUM	_____	1	_____
3	EROSION CONTROL IMPLEMENTATION.	LUMP SUM	_____	1	_____
4	CONSTRUCTION STAKING.	LUMP SUM	_____	1	_____
5	SAWCUT E EXISTING A.C. PAVEMENT FOR THE FULL DEPTH OF THE A.C. PAVEMENT.	L.F.	_____	1,190.00	_____
6	REMOVE AN DISPOSE OF EXISTING A.C. PAVEMENT.	CYD	_____	135.00	_____
7	REMOVE AND DISPOSE OF EXISTING CONCRETE PRODUCT OF THE DEMOLITION OF CONCRETE INFRASTRUCTURE INCLUDING CURB AND GUTTER, SIDEWALK AND VALLEY GUTTER.	CYD	_____	2.00	_____
8	REMOVE AND DISPOSE OF NATIVE MATERIAL TO SUBGRADE DESIGN GRADE.	CYD	_____	350.00	_____
9	EXIST. MANHOLE FRAME AND COVER TO BE LOWERED 0.30' BELOW DESIGN GRADE BEFORE PAVING ACTIVITIES, ADJUST THE M.H. FRAME AND COVER AFTER GRADING OPERATIONS AND INSTALL A ONE FOOT WIDE BY ONE FOOT DEEP CONCRETE RIM AROUND THE MANHOLE FRAME AND COVER.	EACH	_____	3.0	_____
10	EXISTING SURVEY MONUMENT TO BE RE-ESTABLISHED AFTER CONSTRUCTION	EACH	_____	1.00	_____
11	GRIND EXISTING PAVEMENT 1.5 INCHES AND DISPOSE OF RESULTANT MATERIAL.	S.Y.	_____	265.00	_____
12	REMOVE EXISTING BARRICADE AND DELIVER IT TO PUBLIC WORKS.	EACH	_____	1.00	_____
13	EXISTING WATER METER TO BE RELOCATED.	EACH	_____	4.00	_____
14	INSTALL 1.5 INCHES OF A.C. PAVEMENT OVERLAY.	TON	_____	22.00	_____
15	INSTALL 3 INCHES OF AC PAVEMENT.	TON	_____	558.00	_____
16	TYPE 2 SLURRY COAT.	S.F.	_____	19,679.00	_____

<u>ITEM NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>QUANTITY</u>	<u>TOTAL</u>
17	INSTALL 9 INCHES OF CLASS 2 BASE FOR ROADWAY.	TON	_____	1,562.00	_____
18	INSTALL NEW 6" P.C.C. BARRIER CURB.	L.F.	_____	1,103.00	_____
19	INSTALL NEW P.C.C CURB AND GUTTER.	L.F.	_____	15.00	_____
20	INSTALL NEW 4" P.C.C SIDEWALK OVER 6" OF SAND.	S.F.	_____	4,868.00	_____
21	INSTALL NEW 10" PC.C. SPANDREL.	S.F.	_____	310.00	_____
22	INSTALL NEW HANDICAP RAMP AND TRUNCATED DOMES	S.F.	_____	121.00	_____
23	INSTALL NEW CONCRETE DRIVEWAY	S.F.	_____	162.00	_____
24	REPLACE MONUMENT W/MADE IN AMERICA MONUMENT WELL	EACH	_____	1.00	_____
25	EXTEND THE 12 INCH WATERLINE NORTH OF THE PROPOSED CONCRETE SIDEWALK	L.F.	_____	19.00	_____
26	INSTALL STRIPING AND SIGNAGE PER PLAN	LUMP SUM	_____	1	_____
27	GEOTECHNICAL TESTING FOR QUALITY CONTROL (QC)	LUMP SUM	_____	1	_____
28	TIME AND MATERIAL ALLOCATION	LUMP SUM	<u>\$30,000.00</u>	1	<u>\$30,000.00</u>

TOTAL FOR COMPARISON

TOTAL AMOUNT OF BID ITEMS 1 THROUGH 28

(WORDS)

(FIGURES)

(This page intentionally left blank)

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 AND BICYCLE IMPROVEMENTS ON 9TH STREET BETWEEN MELON ROAD AND OLIVE
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	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	

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Federal-aid Project No. STPL 5174 (034)
City of Holtville – Pedestrian and Bicycle Improvements on 9th Street between Melon Road and Olive Avenue

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	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	

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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

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: _____

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	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
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City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	

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Federal-aid Project No. STPL 5174 (034)

City of Holtville - Pedestrian and Bicycle Improvements on 9th Street between Melon Road and Olive Avenue

LCE C24006-00

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				
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	
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

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.

	MANUFACTURER	SUPPLIER
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. _____	_____	_____
_____	_____	_____

Federal-aid Project No. STPL 5174 (034)

City of Holtville - Pedestrian and Bicycle Improvements on 9th Street between Melon Road and Olive Avenue
LCE C24006-00

	_____	_____	
	_____	_____	
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):

	Name Owner	Tel. No.	Year Completed	Type of Work	Contract Amount (Rounded to Closest Thousand Dollars)
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 AND BICYCLE IMPROVEMENTS ON 9TH STREET BETWEEN MELON ROAD AND OLIVE 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 AND BICYCLE IMPROVEMENTS ON 9TH STREET BETWEEN MELON ROAD AND OLIVE
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.

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: _____

16 - DISCLOSURE OF LOBBYING ACTIVITIES

CONGRESSIONAL LLOBBYING DISCLOSURE FORM FOR 2007-2008

1. **Type of Federal Action:** ☐ a. contract
☐ b. grant
☐ c. cooperative agreement
☐ d. loan
☐ e. loan guarantee
☐ f. loan insurance

2. **Status of Federal Action:** ☐ a. bid/offer/application
☐ b. initial award
☐ c. post-award

3. **Report Type:** ☐ a. initial
☐ b. material change
For Material Change Only:
year _____ quarter _____
date of last report _____

4. **Name and Address of Reporting Entity**
☐ Prime ☐ Subawardee
Tier _____, if known
Congressional District, if known

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

6. **Federal Department/Agency:**

7. **Federal Program Name/Description:**
CFDA Number, if applicable _____

8. **Federal Action Number, if known:**

9. **Award Amount, if known:**

10. a. **Name and Address of Lobby Entity**
(If individual, last name, first name, MI)
(attach Continuation Sheet(s) if necessary)

b. **Individuals Performing Services** (including address if different from No. 10a)
(last name, first name, MI)

11. **Amount of Payment (check all that apply)**
\$ _____ ☐ actual ☐ planned

12. **Form of Payment (check all that apply):**
☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

13. **Type of Payment (check all that apply)**
☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e. deferred
☐ f. other, specify _____

14. **Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:**
(attach Continuation Sheet(s) if necessary)

15. **Continuation Sheet(s) attached:** Yes ☐ No ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Federal Use Only:

Signature: _____
Print Name: _____
Title: _____
Telephone No.: _____ Date: _____

Authorized for Local Reproduction
Standard Form - LLL

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 AND BICYCLE IMPROVEMENTS ON 9TH STREET BETWEEN MELON ROAD AND OLIVE 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: _____

SECTION VI -- CONTRACT AND BOND FORMS

3 -- PERFORMANCE 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 AND BICYCLE
IMPROVEMENTS ON 9TH STREET BETWEEN MELON ROAD AND
OLIVE AVENUE

BOND

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

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

SURETY
Company: (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

SURETY
Company: (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and 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 AND BICYCLE
IMPROVEMENTS ON 9TH STREET BETWEEN MELON ROAD AND
OLIVE AVENUE

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bid Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

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:

1. The Contractor will commence and complete the construction of the City of Holtville – Pedestrian and Bicycle Improvements on 9th Street Between Melon Road and Olive 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 13 dated February 28, 2025
 - 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: _____

By: _____

Print Name:

Print Name:

Title: _____

Title: City Clerk

City of Holtville

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 AND BICYCLE
IMPROVEMENTS ON 9TH STREET BETWEEN
MELON ROAD AND OLIVE 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: _____

(This page intentionally left blank)

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 Design Engineering or 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. Coordinating with utility purveyors for the adjustments and relocation as required for the project;
15. Complying with the Caltrans Local Assistance Procedures Manual requirements and completing and submitting the required LAPM forms in timely manner; and
16. 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. ENCROACHMENT PERMIT'S AND IID POWER RELOCATION

- 1) IID Encroachment Permit Number 4248 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 Melon Road and Olive Avenue, for the work encroaching onto the IID easement.

The City of Holtville forwarded the Imperial Irrigation District an encroachment application fee to cover the permit review process. The City of Holtville submitted a non-refundable deposit of \$250 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.

- 2) Existing IID power relocation within the "Pedestrian and Bicycle Improvements on 9th Street between Melon Road and Olive Avenue Project" to be done by IID prior to the project construction activities. The Contractor and the Consulting Resident Engineer/Construction Manager to coordinate with the following IID contact for the existing power poles relocation: Jesus Rivera – JGRivera@IID.com – (760) 427-6713.
- 3) County of Imperial Encroachment Permit Number 13899-24 was issued to the City of Holtville by the County of Imperial Department of Public Works to Install and maintain Temporary Traffic Control Devices within County of Imperial Right-of-Way along Melon Road and Alamo Rd in Holtville, California, to facilitate the installation of the aforementioned off-site improvements. Drawing signed, sealed, and by Carlos Corrales with LC Engineering. Drawing titled City of Holtville – Traffic Control Plan – Pedestrian and bicycle Improvements on 9th Street Between Melon Road and Olive Avenue Project Number STPL-5174(034), Sheet 12 of 13.

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

ENCROACHMENT PERMIT NO. 4248

Date: July 1, 2024

CITY OF HOLTVILLE, Owner(s) of Record or Future Owner(s) of Record, hereinafter referred to as "Permittee" dated May 22, 2024, 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 and Location

Permittee proposes to install pedestrian and bicycle improvements on 9th Street, from Olive road to Melon road, in the city of Holtville. The street improvements will encroach upon IID right-of-way and impact Pear 9th Street Ditch along the north shoulder of the road. Permittee to install pavement, curb and gutter, and sidewalk. The work also includes the relocating of water meters and extending a 12-inch waterline north of the new sidewalk area on top of IID's future Pear Canal pipeline. All road improvements are to be installed and maintained by the city of Holtville. The project is located in the east half of Section 26, Township 15 South, Range 15 East.

PERMITTEE TO COMPLY WITH THE FOLLOWING CONDITIONS:

1. **Authorization – Agencies and Landowners.**

Issuance of this permit does not constitute permission or right to encroach, enter, construct, or maintain the encroachment within any public road right-of-way or private property. If necessary, it is the Permittee's responsibility to acquire the appropriate authorization, agreement and/or easement from the public agency or underlying property owner affected by this project.

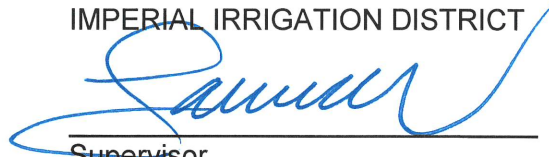
2. Plan and Profile Sheet 4 of 13, construction note No. 12, indicates a 12" Waterline crossing IID Pear Canal in 9th Street. The waterline crossing is to be constructed with a casing in accordance with IID Utility Crossing Standard Details, Drawing No. L-3086, sheet 2 (attached).
3. IID's future Pear Canal pipeline is to be protected in-place during demolition and construction of pedestrian and bicycle improvements on 9th street. Backfill is to be compacted to 90% maximum density, monitored and tested by a geotechnical technician.
4. Permittee is responsible for any and all damages to IID facility within the construction work zone. No heavy equipment and/or loads shall be allowed directly above IID's Pear Canal pipeline during the course of construction.
5. If for any reason IID's pipeline breaks, leaks or ruptures due to any loading during or after construction, including during the course of normal post-construction business operations, IID

shall be held harmless from any damages caused by the break, leak or rupture. Full responsibility for damages to IID facilities shall be borne by Permittee.

6. Pursuant to General Provision No. 8, whenever the District desires to construct reconstruct or perform maintenance work on IID facilities within its right-of-way, or use the right-of-way for any purpose, Permittee shall, upon request of the district, immediately remove, relocate or otherwise change any improvements, work or installation in the right-of-way, all at the sole expense of Permittee.
7. In addition to General Provision No. 8 referenced above, in the pursuance of any required work within its right-of-way, IID may be required, due to necessity, move or remove any improvements, including surface and subsurface improvements or other appurtenances within the District's right-of-way, in order to make such work repairs to Districts facilities. In no case shall IID be responsible for costs to replace or repair any improvements impacted, moved or removed by IID, or by Permittee, as a result of IID's work on its facilities.
8. IID right-of-way shall not be used for site access or construction staging areas, unless expressly identified and included on the project design plans and permit application. IID right-of-way shall be restored to original or better condition upon completion of work.
9. Unidentified underground facilities (pipes, conduits, etc.) encountered during excavation shall be protected in-place. Approval by the owner and IID is required before unidentified facilities are relocated or removed.
10. Permittee shall contact IID South End Division Office, Mr. Henry Dollente at (760) 427-2727 or via email to hvdollente@iid.com to coordinate construction a minimum two days prior to start of work, and after completion of the work.
11. Pursuant to General provision No. 14, Permittee is responsible for collecting all as-built information and drawings. IID inspector will not collect any as-built information. If additional IID benchmarks are needed in order to reference and tie your facility (and as-built drawings) to an IID's datum, the inspector will provide them along with the facility drawings.
12. Pursuant to General provision No. 15, permittee or it's contractor must notify the IID Inspector at (760) 339-9888 or via email to wdmatejovsky@iid.com at least 48 hours prior to start of work, and must also call 811 (Dig Alert) to obtain permission prior to any excavation or fill. The 48-hour notice is required to give IID ample time to schedule an inspector. The contractor must also keep IID informed of schedule changes on construction activities that require inspection.
13. Facilities approved in this IID-issued encroachment permit #4248 are to be constructed or installed within one year.
14. This proposed project may impact IID power facilities. Permittee shall contact IID Energy Department, Customer Operation Section at (760) 482-3300.

This permit must be strictly construed and no work other than that specifically permitted herein is authorized. Performance of the work shall be deemed acceptance by the Permittee of all terms and conditions of this permit.

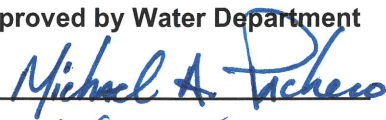
IMPERIAL IRRIGATION DISTRICT

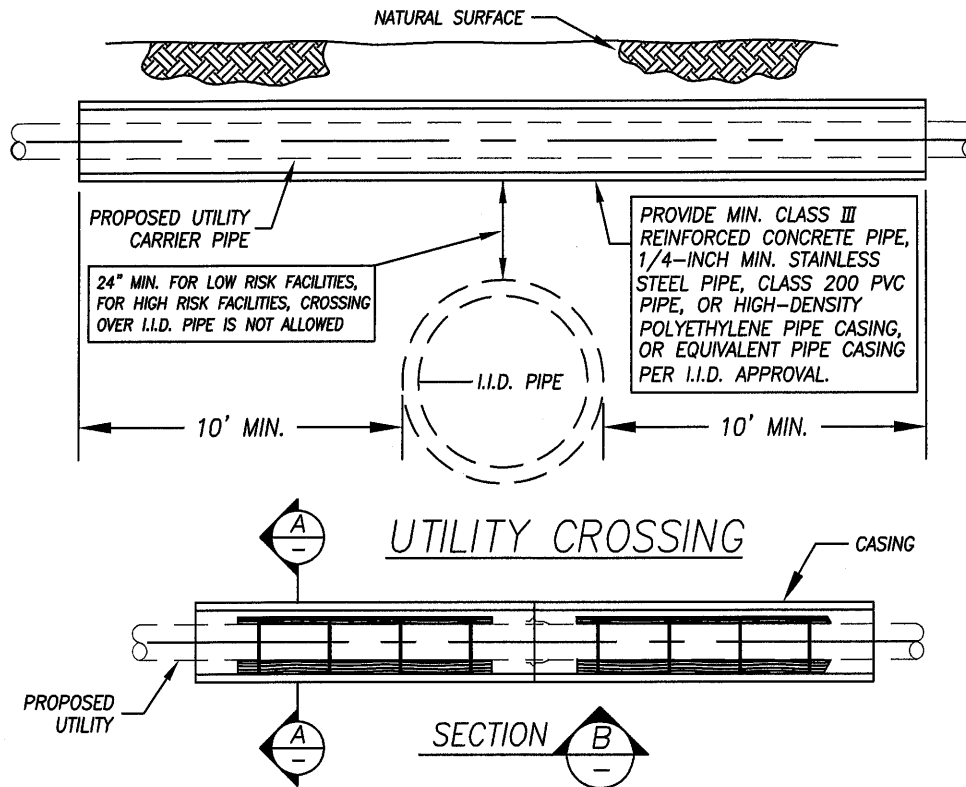


Supervisor,
Real Estate Section

Approved by Water Department

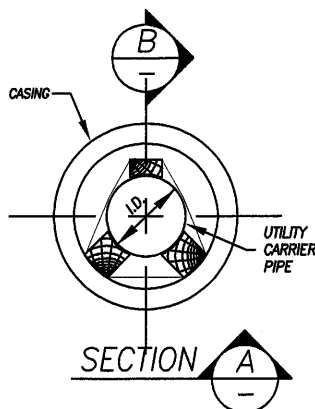
By


I. Gomez ✓
J. Kilps ✓



NOTES:

- PIPE BRACING SHALL BE PER UTILITY REQUIREMENTS.
- SOIL COMPACTION TO BE THE GREATER OF: MINIMUM 90% OF MAXIMUM DRY DENSITY OR ENCROACHING ENTITY REQUIREMENTS.
- ENCROACHING ENTITY SHALL ENSURE ANY PROPOSED POTABLE WATER PIPELINES CROSSING OVER AN I.I.D. FACILITY MEETS THE REQUIREMENTS OF SECTION 64572 OF TITLE 22 CCR DIVISION 4, "ENVIRONMENTAL HEALTH", CHAPTER 16, "CALIFORNIA WATERWORKS STANDARDS", ARTICLE 4, "MATERIALS AND INSTALLATION OF WATER MAINS AND APPURTENANCES" AND SHALL BE SUBMITTED TO CALIFORNIA DEPARTMENT OF PUBLIC HEALTH FOR REVIEW AND APPROVAL.
- PRIOR TO FINALIZING THE CROSSING DETAIL THE I.I.D. SHOULD BE CONSULTED FOR FUTURE IMPROVEMENTS (PIPELINING, PIPE DIAMETER CHANGES, ETC.) TO MINIMIZE FUTURE IMPACTS TO ENCROACHING ENTITY FACILITIES.
- THIS STANDARD WAS DEVELOPED TO PROVIDE MINIMUM CONSTRUCTION CLEARANCE ACROSS MOST I.I.D. FACILITIES. FOR MAIN CANAL SYSTEMS AND SPECIAL SYSTEMS CLEARANCE REQUIREMENTS WILL BE DETERMINED BY I.I.D. ON A CASE-BY-CASE BASIS. THE UTILITY ENCROACHING UPON THE I.I.D.'S RIGHT-OF-WAY SHOULD ENSURE THAT ALL APPLICABLE LOCAL, STATE AND FEDERAL CODES ARE MET FOR THE TYPE OF MATERIAL THEY PLAN TO TRANSPORT (ie HAZARDOUS AND NONHAZARDOUS MATERIALS).
- LOW RISK FACILITIES INCLUDE: MUNICIPAL WATER & SEWER 60 PSI OR LESS, COMMUNICATION, CABLE TV, GAS SERVICE LINES HAVING A DIAMETER OF 2" OR LESS, AND ELECTRICAL FACILITIES WITH POTENTIAL TO GROUND OF 50 VOLTS OR LESS.
- HIGH RISK FACILITIES INCLUDE: OXYGEN, CHLORINE, PETROLEUM PRODUCTS, TOXIC OR FLAMMABLE GAS, FIBER OPTIC LINES, NATURAL GAS IN PIPELINES GREATER THAN 2" IN DIAMETER, ELECTRICAL FACILITIES WITH POTENTIAL TO GROUND GREATER THAN 50 VOLTS, OR ANY PIPELINES OPERATING AT PRESSURES GREATER THAN 60 PSI.



REF. DWGS.

SH. 2 OF 4

<p>IMPERIAL IRRIGATION DISTRICT IMPERIAL, CALIFORNIA WATER DEPARTMENT</p>				<p>UTILITY CROSSING STANDARD DETAILS OVER IMPERIAL IRRIGATION DISTRICT (I.I.D.) PIPE</p>	
<p>DATE 9-2-97</p>	<p>SCALE NONE</p>	<p>APPROVED</p>			
<p>DRAWN A. JUAREZ</p>	<p>DWG.No. L-3086</p>				
<p>CHECKED</p>					

<p>ISSUE 4</p>	<p>3-25-2011</p>	<p>C.E.</p>
<p>ISSUE 3</p>	<p>5-21-2001</p>	<p>D.D.</p>
<p>ISSUE 2</p>	<p>5-23-2000</p>	<p>D.D.</p>
<p>ISSUE 1</p>	<p>9-2-97</p>	<p>A.J.</p>

FILE:S:\ENGINEERING\STANDARD\DWGS\L-DWGS\L3086B.DWG

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.

**COUNTY OF IMPERIAL
ENCROACHMENT PERMIT**

NO. 13899-24

APN: N/A

Owner:

**City of Holtville
Nicholas Wells, City Manager
121 W. 5th Street
Holtville, CA 92250**



Holtville, California

Issued June 20, 2024

In compliance with your request of **May 28, 2024**
and subject to all the terms, conditions and restrictions written below or printed as conditional provisions, special
provision, and general provisions on any part of this form.

**Encroachment Permit will be a conditional permit to City of Holtville for the installation of temporary traffic
control signs along Melon Road and Alamo Rd, just west of Holtville, California.**

Permission is Hereby Granted to:

- Install and maintain *Temporary Traffic Control Devices* within County of Imperial Right-of-Way along Melon Road and Alamo Rd in Holtville, California, to facilitate the installation of Aforementioned off-site improvements. Drawing signed, sealed, and by Carlos Corrales with LC Engineering dated 06/14/2024. Drawing titled *City of Holtville – Traffic Control Plan – Pedestrian and bicycle Improvements on 9th Street Between Melon Road and Olive Avenue Project Number STPL-5174(034), Sheet 12 of 13.*

All work shall be in accordance to documents submitted and approved by this Department.

This permit is to be strictly construed and no other work other than that specifically mentioned is authorized hereby.

This permit shall be void unless the work herein contemplated shall have been completed before **December 20, 2024.**

By: _____

Daniel A. Macedo Mora
Civil Engineering Technician
County of Imperial
Department of Public Works

**DIG ALERT
DIAL TOLL FREE
811
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
OF SOUTHERN CALIFORNIA**

In addition to the special provisions and general provisions listed on the attached sheet, the following **CONDITIONAL PROVISIONS** shall apply prior to starting any activities within County of Imperial Right-of-Way:

1. The contractor is responsible for researching, protecting, and preserving survey monuments per the attached Survey Monument Preservation Memorandum.
2. As stated in letter provided by Nicholas D. Wells, City Manager of the City of Holtville to the County of Imperial, the City will provide all inspections regarding traffic control within the County's Right-of-Way through a third-party consultant providing RE/CM services for the project.

In addition to the conditional provisions and general provisions listed on the attached sheet, the following **SPECIAL PROVISIONS** shall apply:

1. Notify Public Works at least two business days (48 hours) prior to the start of work with Construction Starting Notice Form provided with this permit.
2. Inspections will be required. Notify Public Works at least two business days (48 hours) prior to require inspections with Request for Construction Inspection Form provided with this permit. Two business days (48 hours) advance notice is to be strictly construed.

3. Notify Public Works of construction completion with Construction Completion Notice Form provided with this permit.
4. Prior to the commencement of any work, permittee shall determine limits of County of Imperial Right-of-Way.
5. This encroachment permit does not authorize or grant any rights to perform any work outside County of Imperial Right-of-Way.
6. Permittee is solely responsible for obtaining any other authorizations, including permission from any landowner, utility company or other permitting agency having permit authority.
7. Each phase of permitted construction activity must be inspected and approved before proceeding with additional work.
8. All dirt, dust, and debris from construction activities shall be removed from County of Imperial roads at the end of each day and at the end of construction.
9. Compaction testing shall be required for all phases of construction in County of Imperial Right-of-Way in accordance with the applicable Imperial County Department of Public Works Engineering Guidelines Manual. Compaction testing reports shall be submitted to this Department upon completion of each phase of permitted construction activity and must be approved by this Department before proceeding with additional work.
- 10. Permittee shall install and maintain traffic control device per Drawing signed, sealed, and by Carlos Corrales with LC Engineering dated 06/14/2024. Drawing titled *City of Holtville – Traffic Control Plan – Pedestrian and bicycle Improvements on 9th Street Between Melon Road and Olive Avenue Project Number STPL-5174(034), Sheet 12 of 13.***
11. Traffic shall be controlled through the project according to the current edition of California Manual on Uniform Traffic Control Devices “MUTCD”.
12. Permittee shall provide for all maintenance, traffic control, signage, dust control, and all other activities found to be required to maintain safe traffic operations of approved routes.
13. If required, Road Closures shall be approved prior to start of any/all construction activities by County of Imperial Director of Public Works and conform current edition California Manual on Uniform Traffic Control Devices “MUTCD”. A road closure request shall be submitted to this Department for review and approval a minimum of ten-(10) business days of the proposed road closure.
14. All excavation within ten feet of an established roadway shall be filled and compacted at the end of each work day. Likewise, piles of material within ten feet of an established public roadway shall be leveled or graded flush. Where excavations for paving work are adjacent to existing travel ways, such excavations shall be backfilled with compacted class 2 aggregate base to the top of existing pavement or grade, sloping away therefrom at a slope safe for passing vehicles. In no case shall said slope be steeper than 10 horizontal to 1 vertical (10:1). Fills near a traveled roadway shall be continuously maintained flush with pavement, free of loose surface material, day or night, until final surface pavement is in place.
15. Parking of construction vehicles and/or storage of construction material within County of Imperial Right-of-Way is prohibited unless otherwise approved through full road closure. Only construction vehicles and equipment during construction activities are permitted within County of Imperial Right-of-Way.
16. Permittee will construct off-site improvements herein authorized in compliance with the material specifications, horizontal/vertical alignments and notes of engineered approved project plans and shall conform to County of Imperial Department of Public Works Engineering Design Guidelines Manual.
17. Certificate of Insurance for \$1,000,000.00 (one million dollars) minimum general liability, deductible no greater than \$5,000.00 (five thousand dollars) and County of Imperial as additionally insured shall be in effect throughout the duration of this permit at all times. Any variation(s) or irregularities from this or other conditions shall render this permit void.
18. All construction activities in County of Imperial Right-of-Way must be performed by a Contractor licensed in the State of California or as allowed by State of California law. Contractor shall have in effect a California Contractor’s License throughout the duration of this permit at all times. Any variation(s) or irregularities from this or other conditions shall render this permit void.
19. All construction activities within County of Imperial Right-of-Way must be performed by Contractors with an Imperial County Business License throughout the duration of this permit at all times. Any variation(s) or irregularities from this or other conditions shall render this permit void. Jurisdictional Boundary Information – Business conducted ONLY within the city limits of any of the following incorporated cities does not require a County Business License. Brawley, Calipatria, Calexico, El Centro, Holtville, Imperial, and Westmorland.
20. Should any person or agent employed by the permittee and/or his representative, their contractor or sub-contractor appear to the County to be incompetent or to act in a disorderly, improper, or disruptive manner, they shall be discharged immediately on the request of the County, and that person shall not again be employed on this project.

21. The inspection or absence thereof, the work or material authorized herein shall not relieve the permittee of his/her obligations to fulfill this encroachment permit as prescribed.
22. Roads will be maintained (i.e. dust control and graded for ride ability) and replaced in kind at the end of the construction process and accepted to the satisfaction of this department, if damaged.
23. Permittee will be responsible to notify Underground Service Alert (Dig Alert) by dialing 811 a minimum of two-(2) business days prior to start of any construction activities.
24. Permittee will be responsible for repair, replacement, restoration and/or costs of any/all damages caused by the activities completed under this permit to other improvements, roads, road shoulders, pipes, utilities, etc. on or off County of Imperial Right-of-Way.
25. Any changes observed or implemented and not being a part of the approved plans shall be subject to removal immediately, so as not to cause a liability to the loss of life and property. Changes to plan designs shall only be accepted in writing or resubmitted and approved by this department and included in the "as built" drawings which shall be a condition for final approval by this department.
26. Any open excavation on unpaved roads, unpaved alleys, and unpaved road shoulders shall be backfilled completely and re-compacted in accordance with the applicable County of Imperial Department of Public Works Engineering Guidelines Manual or temporarily covered using traffic rated-non skid - steel plates during non-working hours along with required traffic control devices per current edition California Manual on Uniform Traffic Control Devices "MUTCD".
27. Any open excavation on paved roads and paved road shoulders shall be backfilled completely in accordance with the applicable County of Imperial Department of Public Works Engineering Guidelines Manual or temporarily backfilled with a minimum of four inches of compacted cold mix asphalt over compacted class 2 aggregate base or temporarily covered using traffic rated-non skid - steel plates during non-working hours. Steel plates shall have an asphalt ramp on all edges, securely supported so they will not rock, along with required traffic control devices per current edition California Manual on Uniform Traffic Control Devices "MUTCD".
28. Legal and safe access shall be provided and maintained to each parcel throughout the construction period as required. Access shall accommodate public transportation and emergency services at all times as required.
29. Permittee shall remove all temporary traffic control devices immediately upon completion of all construction activities.

In addition to the conditional provisions and special provisions listed on the attached sheet, the following **GENERAL PROVISIONS** shall apply:

1. **Definitions.** This encroachment permit is issued pursuant to Chapter 12.12 of Title 12 of the Codified Ordinances of the County of Imperial.
2. **Acceptance of Provision.** The performance of any work under or by the authority of an encroachment permit granted pursuant to the provisions of Chapter 12.12 of Title 12 of the Codified Ordinances of the County of Imperial shall constitute an acceptance of both the provisions of said ordinances by the permittee and the conditions of the encroachment permit granted hereunder.
3. **Standards of Construction.** All work shall be planned and executed with due diligence in a manner so as not to obstruct the street, road or highway more than is actually necessary. All work shall conform to the current standards of the County's Department of Public Works or other recognized standards of construction, whichever is standard is higher as determined by the County's Road Commissioner. Permittee shall plan and conduct work so as to create the least possible inconvenience to the traveling public; traffic shall not be unreasonably delayed.
4. **Excavations.** Where excavations have been made, the permittee must replace the highway in the same or better condition as it existed before the work started. After any excavation or cut has been accomplished for the purpose intended, the work of refilling the excavation or cut shall be completed as soon as reasonably possible. Where excavations have been made in paved, improved or traveled sections of street, road or highway, the backfill material shall be replaced in a manner that will provide density equal to that of the soil prior to excavation before the pavement or other improved surface is replaced. The street, road or highway surface excavated or damaged shall be replaced by the permittee to as good or better condition as the same was in before such work was begun and shall be maintained for a period of two (2) years after the completion of the work performed under the encroachment permit during which two (2) year period the permittee shall repair and make good any injury or damage to any portion of the public street, road, highway or sidewalk which occurs as a result of work done under the encroachment permit including any and all injury or damage to the street, road, highway or sidewalk which would not have occurred had such work not been done. It shall be

the duty of every person cutting or making any excavation in or upon any public street, road, highway or sidewalk to take reasonable precaution to place and maintain at each end of the excavation barriers and warning lights at a distance directed by the Road Commissioner, and of a nature as specified in Chapter 12.12 of Title 12 of the Codified Ordinances of the County of Imperial.

5. **Care of Drainage.** If any work performed under the provisions of this encroachment permit interferes with the established drainage system of any public street or highway, provisions shall be made by the permittee to provide proper drainage to the satisfaction of the Road Commissioner.

6. **Responsibility for Accidents and Damage.** The County of Imperial and all officers and employees thereof shall not be answerable or accountable in any manner for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee or for damage to property arising out of work or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform its obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions or from any cause whatsoever during the progress of the work or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the encroachment permit.

The permittee shall indemnify and save harmless the County of Imperial, all its officers and employees and the County's contractors from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee and the public or damage to property resulting from the performance of work or other activity under the encroachment permit, or arising out of the failure on the permittee's part to perform its obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time, work or other activity is being performed under the obligations provided by and contemplated by the encroachment permit, except as otherwise provided by statute.

The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnity against the County, its officers and employees and the County's contractors. It is the intent of the parties that the permittee will indemnify and hold harmless the County, its officers and employees and the County's contractors, from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the County, the permittee, persons employed by the permittee or acting on behalf of the permittee.

For the purpose of this section, "County's contractors" shall include contractors and their subcontractors under contract to the County of Imperial performing work within the limits of this permit.

7. **Notification.** In all cases where excavations or cuts are to be made in a public street, road or highway, the permittee must notify the Road Commissioner of the starting time of the job no less than two (2) days prior to commencing the work; upon completion thereof, permittee shall forthwith notify the Road Commissioner of said completion for final acceptance. All work shall be performed on weekdays during regular business hours. No work shall be performed on legal holidays unless otherwise specified in the encroachment permit.

8. **Supervision of Grantor.** All the work shall be done subject to the supervision of, and to the satisfaction of, the Road Commissioner.

9. **Protection of Traffic.** Adequate provision shall be made for the protection of the traveling public. As required by law, the permittee shall provide traffic control protection warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety. Day and night time lane closures shall comply with the Manual on Uniform Traffic Control Devices and CA Supplement (Part 6, Temporary Traffic Control), Standards Plans and Standard Specifications for traffic control systems. These General Provisions are not intended to impose upon the permittee, by third parties, any duty or standard of care greater than or different from as required by law.

10. **Revocation.** Encroachment permits are revocable on five (5) days notice unless otherwise stated on the encroachment permit and except as provided by law for public corporations, franchise holders and utilities. These General Provisions and the encroachment permit provisions are subject to modification or abrogation at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in County street, road or highway rights-of-way are exceptions to this section.
11. **Denial for Nonpayment of Fees.** Failure to pay encroachment permit fees when due can result in rejection of future applications and denial of encroachment permits.
12. **Assignment.** No party other than the permittee or permittee's authorized agent is allowed to work under this encroachment permit.
13. **Plan Changes.** Changes to plans, specifications and encroachment permit provisions are not allowed without prior approval from the Road Commissioner.
14. **Permit at Worksite.** Permittee shall keep the encroachment permit package, or a copy thereof, at the work site and show it upon request to any County representative or law enforcement officer. If the encroachment permit package is not kept and made available at the work site, the work shall be suspended.
15. **Permits From Other Agencies.** This encroachment permit is invalidated if the permittee has not obtained all permits necessary and required by the law, from the Public Utilities Commission of the State of California, California Occupational Safety and Health Administration or any other public agency having jurisdiction.
16. **Pedestrian and Bicyclist Safety.** A safe minimum passageway of four feet (4') shall be maintained through the work area at existing pedestrian or bicycle facilities. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street.
17. **Storage of Equipment and Materials.** The storage of equipment or materials **is not** allowed within County street, road or highway rights-of-way, **unless specified** within the Special Provisions of this specific encroachment permit.
18. **Restoration and Repairs in Rights of Way.** Permittee is responsible for restoration and repair of County street, road or highway rights-of-way resulting from permitted work.
19. **Right of Way Clean Up.** Upon completion of work, permittee shall remove and dispose of all materials off the right of way. The aesthetics of the street, road or highway shall be as it was before work started.
20. **Cost of Work.** Unless stated in the encroachment permit or a separate written agreement, the permittee shall bear all costs incurred for work within County street, road or highway rights-of-way and waives all claims for indemnification or contribution from the County.
21. **As-Built Plans.** When required, permittee shall submit one (1) set of as-built plans within thirty (30) days after completion and approval of work in compliance with the following requirements:
- A. Upon completion of the work provided herein, the permittee shall send one (1) vellum or paper set of As-Built plans to the County's Road Commissioner. Once approved by the Road Commissioner, the Engineer of Work shall revise the original approved drawings on file with the County Engineer to reflect a construction change or change in as built conditions prior to final acceptance of the work.
 - B. All changes in the work will be shown on the plans as issued with the encroachment permit, including changes approved by encroachment permit addendum.
 - C. The plans are to be stamped or otherwise noted AS-BUILT by the permittee's representative who was responsible for overseeing the work. Any original plan that was approved by the County's Public Works Director shall be used for producing the As-Built plans.
 - D. Disclaimer statements of any kind that differ from the obligations and protections provided by Sections 6735 through 6735.6 of the California Business and Professions Code shall not be included on the As-Built plans. Such statements constitute non-compliance with encroachment permit requirements.

22. **Future Moving of Installations.** Permittee understands and agrees to rearrange a permitted installation upon request by the County for County construction, reconstruction or maintenance work on the street, road or highway. The permittee, at its sole expense (unless under a prior agreement), shall comply with said request.
23. **Prevailing Wages.** Work performed by or under a permit may require permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements are properly directed to: State of California Department of Industrial Relations, 525 Golden Gate Avenue, San Francisco, CA, 94102.
24. **No Precedent Established.** This encroachment permit is issued with the understanding that it does not establish a precedent.
25. **Maintenance of Streets, Roads or Highways.** The permittee agrees, by acceptance of an encroachment permit, to properly maintain any encroachment. This assurance requires the permittee to provide inspection and repair any damage, at permittee's expense, to County facilities resulting from the encroachment.
26. **Field Work Reimbursement.** Permittee shall reimburse County for field work performed on permittee's behalf to correct or remedy hazards or damaged facilities or clear debris not attended to by the permittee.
27. **Underground Service Alert Notification.** Any excavation requires compliance with the provisions of Government Code Section 4216 *et seq.*, including but not limited to notice to a regional notification center such as Underground Service Alert. The permittee shall provide notification at least forty-eight (48) hours before performing any excavation work within County street, road or highway rights-of-way.
28. The road structural section provided for road construction must adhere to current Imperial County Engineering Design Guidelines Manual for Unincorporated County or Gateway Specific Plan Area, whichever applies. This shall supersede any road structural section shown on the plans, even if approved by this Department.

IMPERIAL COUNTY DEPARTMENT OF PUBLIC WORKS SURVEY SECTION

155 S. Eleventh Street, El Centro, California 92243
DIRECT: (442) 265-1839 FAX: (442) 265-1858
daviddale@co.imperial.ca.us

M E M O R A N D U M

DATE: March 26, 2023
FROM: David Dale, Imperial County Surveyor
SUBJECT: Survey Monument Preservation During Construction Activity

In regards to survey monument preservation and documenting survey evidence during construction, the following references to the California Business and Professions Code are held as guidance:

- Per section 8771(b), monuments are to be referenced by a person legally authorized to practice land surveying in the State of California prior to construction and a corner record (or record of survey) of the references shall be filed with the county surveyor.
- Per section 8771(c), if the original monument's location is within the new construction, a permanent monument is to be set in the surface of the new construction (or a witness corner is to be set outside the construction) by a person legally authorized to practice land surveying in the State of California and second corner record (or record of survey) is required to be filed prior to the issuance of a certificate of completion for the project.
- If the monument is not disturbed from construction activity and the character of the monument has not changed, a second corner record is optional. However, notice that the character of the monument has not changed shall be provided by a person legally authorized to practice land surveying in the State of California before a certificate of completion for the project is issued.
- Per 8773(a), referencing corner "ties" requires a corner record (or record of survey) to be filed with the county surveyor.
- If the character of the monument is changed, a corner record (or record of survey) is required to be prepared by a person legally authorized to practice land surveying in the State of California and filed with the County Surveyor.

Please feel free to contact the County Surveyor if additional guidance is needed.

CONSTRUCTION STARTING NOTICE

To: County of Imperial Department of Public Works
155 S. 11th Street
El Centro, CA 92243
P: (442) 265-1818
F: (442) 265-1858

Attention: Carlos Yee, Permit Specialist
carlosyee@co.imperial.ca.us

Marco A. Coronel, Assistant Civil Engineer
marcoacoronel@co.imperial.ca.us

Daniel A. Macedo Mora, Civil Engineering Technician
danielmacedo@co.imperial.ca.us

Authorized Encroachment Permit No.: 13899-24

Location: _____

Scheduled to begin on: _____

Time: _____

In the event construction cannot start as proposed, we will notify the Imperial County Department of Public Works of new starting time prior to date shown above.

(Company)

(Print Name)

(Signature)

(Date)

(Phone Number)

(Email)

CONSTRUCTION STARTING NOTICE MUST BE SUBMITTED A MINIMUM OF TWO BUSINESS DAYS (48 HOURS) PRIOR TO START OF ANY CONSTRUCTION ACTIVITIES.

REQUEST FOR CONSTRUCTION INSPECTION

To: County of Imperial Department of Public Works
155 S. 11th Street
El Centro, CA 92243
P: (442) 265-1818
F: (442) 265-1858

Attention: Carlos Yee, Permit Specialist
carlosyee@co.imperial.ca.us

Marco A. Coronel, Assistant Civil Engineer
marcoacoronel@co.imperial.ca.us

Daniel A. Macedo Mora, Civil Engineering Technician
danielmacedo@co.imperial.ca.us

Authorized Encroachment Permit No.: 13899-24

Inspection is requested at the following location: _____

Purpose of inspection: _____

Date: _____

Time: _____

(Company)

(Print Name)

(Signature)

(Date)

(Phone Number)

(Email)

REQUEST FOR INSPECTION MUST BE SUBMITTED A MINIMUM OF TWO BUSINESS DAYS (48 HOURS) PRIOR TO INSPECTION. TWO BUSINESS DAYS (48 HOURS) ADVANCE NOTICES IS TO BE STRICTLY CONSTRUED.

CONSTRUCTION COMPLETION NOTICE

To: County of Imperial Department of Public Works
155 S. 11th Street
El Centro, CA 92243
P: (442) 265-1818
F: (442) 265-1858

Attention: Carlos Yee, Permit Specialist
carlosyee@co.imperial.ca.us

Marco A. Coronel, Assistant Civil Engineer
marcoacoronel@co.imperial.ca.us

Daniel A. Macedo Mora, Civil Engineering Technician
danielmacedo@co.imperial.ca.us

Authorized Encroachment Permit No.: 13899-24

Location: _____

Completed on: _____

(Company)

(Print Name)

(Signature)

(Date)

(Phone Number)

(Email)

11. CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM CONDITIONS

In accordance with the CATEGORICAL EXEMPTION form STPL-5174 (034), there are no conditions which apply to this project. The Categorical Exemption forms follow this specification section.



NEPA/CEQA RE-VALIDATION FORM

DIST-CO-RTE: City of Holtville
PM/PM: NA
EA or Fed-Aid Project No.: STPL-5174 (034)
Other Project No. (specify): NA
Project Title: NA
Environmental Approval Type: CE
Date Approved: 4/14/23
Reason for Consultation (23 CFR 771.129), check one: <input checked="" type="checkbox"/> Project proceeding to next major federal approval <input type="checkbox"/> Change in scope, setting, effects, mitigation measures, requirements <input type="checkbox"/> 3-year timeline (EIS only) <input type="checkbox"/> N/A (Re-Validation for CEQA only)
Description of Changed Conditions: None.

NEPA CONCLUSION - VALIDITY

Based on an examination of the changed conditions and supporting information: (Check ONE of the three statements below, regarding the validity of the original document/determination (23 CFR 771.129). If document is no longer valid, indicate whether additional public review is warranted and whether the type of environmental document will be elevated.)

- ☒ The original environmental document or CE remains valid. No further documentation will be prepared.
- ☐ The original environmental document or CE is in need of updating; further documentation has been prepared and ☐ is included on the continuation sheet(s) or ☐ is attached. With this additional documentation, the original ED or CE remains valid.
- Additional public review is warranted (23 CFR 771.111(h)(3)) ☐ Yes ☐ No
- ☐ The original document or CE is no longer valid.
- Additional public review is warranted (23 CFR 771.111(h)(3)) ☐ Yes ☐ No
- Supplemental environmental document is needed. ☐ Yes ☐ No
- New environmental document is needed. ☐ Yes ☐ No (If "Yes," specify type: CE)

CONCURRENCE WITH NEPA CONCLUSION

I concur with the NEPA conclusion above.

<u>Kevin Hovey</u>	<u>5/9/24</u>
Signature: Senior Environmental	Date
<u>Bryan Ott</u>	<u>5/9/24</u>
Signature: Project Manager/DLAE	Date

NEPA/CEQA RE-VALIDATION FORM

CEQA CONCLUSION (Only mandated for projects on the State Highway System.)

Based on an examination of the changed conditions and supporting information, the following conclusion has been reached regarding appropriate CEQA documentation: *(Check ONE of the five statements below, indicating whether any additional documentation will be prepared, and if so, what kind. If additional documentation is prepared, attach a copy of this signed form and any continuation sheets.)*

- ☐ **Original document remains valid. No further documentation is necessary.**
- ☐ **Only minor technical changes or additions to the previous document are necessary.**
 - ☐ **An addendum has been or will be prepared and is ☐ included on the continuation sheets or ☐ will be attached. It need not be circulated for public review. (CEQA Guidelines, §15164)**
- ☐ **Changes are substantial, but only minor additions or changes are necessary to make the previous document adequate. A Supplemental environmental document will be prepared, and it will be circulated for public review. (CEQA Guidelines, §15163)**
- ☐ **Changes are substantial, and major revisions to the current document are necessary. A Subsequent environmental document will be prepared, and it will be circulated for public review. (CEQA Guidelines, §15162)**
(Specify type of subsequent document, e.g., Subsequent FEIR):
- ☐ **The CE is no longer valid. New CE is needed. ☐ Yes ☐ No**

CONCURRENCE WITH CEQA CONCLUSION

I concur with the CEQA conclusion above.

NA

Signature: Environmental Branch Chief

NA

Date

NA

Signature: Project Manager/DLAE

NA

Date

NEPA/CEQA RE-VALIDATION FORM

CONTINUATION SHEET(S)

Address only changes or new information since approval of the original document and only those areas that are applicable. Use the list below as section headings as they apply to the project change(s). Use as much or as little space as needed to adequately address the project change(s) and the associated impacts, minimization, avoidance and/or mitigation measures, if any.

Changes in project design, e.g., scope change; a new alternative; change in project alignment.

None.

Changes in environmental setting, e.g., new development affecting traffic or air quality.

NA

Changes in environmental circumstances, e.g., a new law or regulation; change in the status of a listed species.

NA

Changes to environmental impacts of the project, e.g., a new type of impact, or a change in the magnitude of an existing impact.

NA

Changes to avoidance, minimization, and/or mitigation measures since the environmental document was approved.

NA

Changes to environmental commitments since the environmental document was approved, e.g., the addition of new conditions in permits or approvals. When this applies, append a revised Environmental Commitments Record (ECR) as one of the Continuation Sheets.

NA

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 (ICAPCD) forms, requirements, and information are available via the internet at <https://apcd.imperialcounty.org/>
- B. The Contractor shall be responsible for completing and submitting the Construction Notification Form and preparing and implementing the Dust Control Plan as required by ICAPCD. The Contractor shall obtain and execute all necessary documents and forms, and pay the fees as required by ICAPCD.

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



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

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.



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

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.

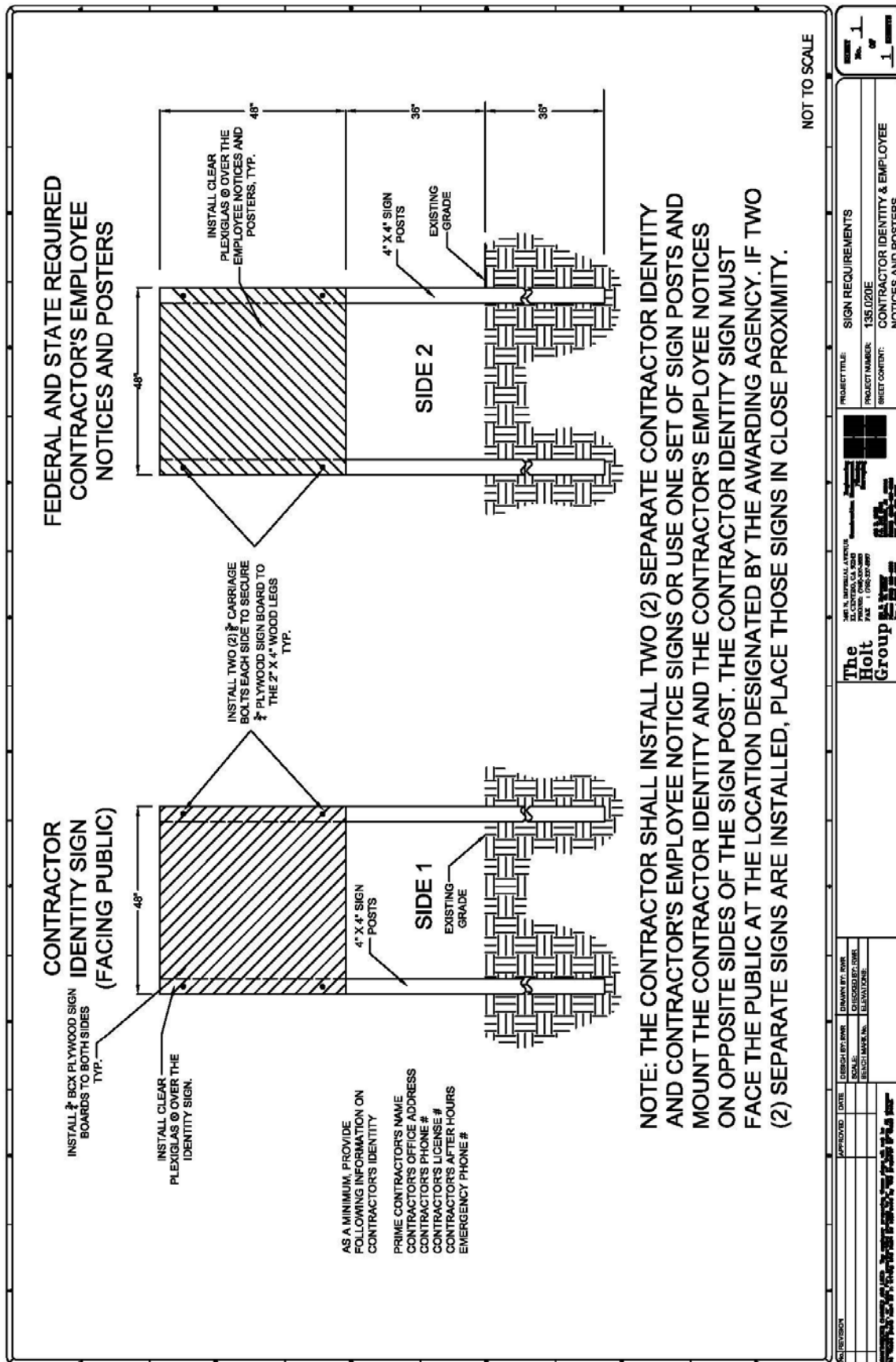
15. UTILITIES POT-HOLE

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.



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

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project. The Contractor shall submit Certificates of Compliance for all the materials and products subject to the BABA requirements in accordance with the latest California Department of Transportation (Caltrans) and the Caltrans Local Assistance Procedures Manual (LAPM) requirements.

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. 5th 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
------	-----------------	------

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
------	-----------------	------

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 ± 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 ± 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

<u>Property</u>	<u>ASTM Test Method</u>	<u>Value</u>
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

TEST	ASTM TEST METHOD	MINIMUM	MAXIMUM
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

TEST	ASTM TEST METHOD	MINIMUM	MAXIMUM
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 \pm 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 \pm 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 m) sieve (or weight retained in the pan) by subtracting the accumulated weight retained on the No. 200 (75 μ m) sieve from the accumulated weight retained in the pan. If the material passing the No. 200 (75 μ m) 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 m) 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 m) 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 (600 μ m)	2 – 20	35 – 85
No. 50 (300 μ m)	0 – 6	10 – 30
No. 100 (150 μ m)	0 – 2	0 – 4
No. 200 (75 μ m)	---	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 ¹	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. ²	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% \pm 2% combined paving asphalt and asphalt modifier, and 20% \pm 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**

Test Parameter	Test	Specification Limit	
	Method	Minimum	Maximum
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 $\pm 5^\circ\text{F}$ ($\pm 3^\circ\text{C}$) 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°F to 360°F (163°C to 182°C)
Aggregate = 290°F to 325°F (143°C to 163°C)
Compaction Temperature = 290°F to 300°F (143°C to 149°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/m²) 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/m²) 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 2022-0057-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