

COUNTY OF IMPERIAL
DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS
SPECIAL PROVISIONS
PROPOSAL AND BID BOOK

FOR

OVERLAY OF PICACHO ROAD FROM WINTERHAVEN DRIVE
TO QUECHAN DRIVE IN IMPERIAL COUNTY



Notice to bidders and Special Provision dated: 09/22/2020
Project Plans approved: 9/9/2020
Standard Specifications: 2006
Standard Plans Dated: 2006

State Aid Project No. LPPSB1L-5958 (115)
County of Imperial Project No. 6574
Bid Opening Date: October 23, 2020 @ 11:00 a.m.



For use in connection with the Standard Specification Dated May 2006, Standard Plans Dated May 2006.
General Prevailing Wage Rates and Labor Surcharge and Equipment Rental Rates to the State of
California, Department of Transportation.

SPECIAL NOTICE NO. 1

The bidder's attention is directed to the section entitled "Required Listing of Proposed Subcontractors" in Section 2 of the Special Provisions regarding the requirement that proposed subcontractors be listed in the bidder's proposal. Instead of listing only subcontractors for signal and lighting work as in the past, all subcontractors are now to be listed in the bid proposal for items of work or portions thereof to be subcontracted in excess of one-half of one percent of the total bid or \$10,000, whichever is greater.

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

SPECIAL NOTICE NO. 2

- Attention is directed to Section 1-1.01 entitled, “General,” found under Part II. Special Provisions – Special Conditions, Section 1. Specifications and Plans, which lists amendments to the Standard Specifications, dated May 2006, regarding plain language specifications.
- The “Proposal and Contract” book has been retitled and is now the “Bid” book.
- The “Notice to Contractors” has been retitled and is now the “Notice to Bidders.”
- Construction Contract Notification Requirement to the Office of Federal Contract Compliance Programs. Refer to Section titled “Construction Contract Notification Requirement” under Section 5, “General,” of these special provisions.
- Per California Civil Code section 9550(b) “Payment bond is required for Public Works contracts involving an expenditure in excess of twenty-five thousand dollars (\$25,000).”

SPECIAL NOTICE NO. 3

Pursuant to the requirements of Senate Bill 854 and California Labor Code section 1725.5, all contractors and subcontractors that wish to engage in public work through a public works contract must first register with the Department of Industrial Relation and pay all applicable fees.

Beginning March 1, 2015, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations, pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)).

Beginning April 1, 2015, no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations, pursuant to Labor Code section 1725.5

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

For more information concerning Senate Bill 854 compliance, please visit: <http://www.dir.ca.gov/Public-Works/SB854.html>.

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**PART I
BIDDING INFORMATION**

**COUNTY OF IMPERIAL
NOTICE TO BIDDERS**

Sealed proposals will be received at the office of the Clerk of the Board of Supervisors at the County Administration Center located at 940 Main Street in El Centro, California 92243, until **11:00 a.m. on October 23, 2020** at which time they will be publicly opened and read at the above stated time and place, for construction in accordance with the specifications therefore, to which special reference is made, as follows:

**OVERLAY OF PICACHO ROAD FROM WINTERHAVEN DRIVE TO
QUECHAN DRIVE IN IMPERIAL COUNTY
State Aid Project No. LPPSB1L-5958 (115)
County of Imperial Project No. 6574**

The contractor shall possess a California contractor's license, Class A, at the time this contract is awarded. In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of the State of California. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of the State of California. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time other contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board.

Bids are required for the entire work described herein. The contractor does not have the option to submit a bid proposal on only a portion of the following described work.

BID ITEM LIST

Item No.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY
1	Mobilization	LS	1
2	Traffic Control & Construction Area Signs	LS	1
3	Asphalt Concrete - 1.25", 1.5" to 2" and 2" Cap	TON	1,614
4	Asphalt Concrete - 1" Leveling Course	TON	31
5	Asphalt Concrete - 6" Digout	TON	10
6	Glaspave 50 Paving Fabric	SF	3,356
7	Class II Base - 12" Digout-(Beneath P.C.C and A.C. Pavement)	TON	201
8	Class II Base Shoulder Backing	LF	5,604
9	Crack Sealing	SY	13,000
10	4-Inch P.C.C. Concrete	CYD	2
11	7-Inch P.C.C. Concrete Pavement (Including Rebar)	CYD	53
12	Install 6-inch Barrier Curb	LF	59
13	Repair A.C. Dike	LF	20
14	Sanitary Sewer Manhole Adjustment	EA	10
15	Temporary Remove and Install Stop Sign	EA	2
16	Grinding - 2"	SY	13,200
17	Header Cut Grinding	SY	266
18	Grinding P.C.C. and A.C. (1.5" to 2" and 1.25" per Improvement Plans)	SY	260
19	Saw Cut A.C. Pavement and P.C.C. Pavement	LF	172
20	Roadwork Excavation, Earth Work, & Hauling including Removal and Disposal of A.C. Pavement and P.C.C. Pavement	CYD	162
21	Paint Striping & Signage	LS	1
22	Surveying and Construction Staking	LS	1
23	Monument Preservation/Perpetuation	LS	1
24	Erosion Control	LS	1
25	Time and Material	LS	1

Plans, specifications, and proposal forms (bid documents) for bidding this project can be obtained at the office of the Imperial County Department of Public Works; 155 South 11th Street, El Centro, CA 92243. A \$100.00 fee is required (no refund will be made). Mail service is available at an additional cost of \$15.00 per set of documents. Make checks payable to the County of Imperial Department of Public Works.

Alternately, the bid documents can be found on Imperial County Public Works website under "Projects Out to Bid" at www.co.imperial.ca.us/PublicWorks/Index.htm.

Only those firms who have purchased the bid documents and the required trade journals will be directly provided any addendums that may be issued for this project prior to the bid opening date. Every attempt will be made to post addendums on the above mentioned Imperial County Public Works website as well.

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

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

Bid security shall accompany the bid in the form of a certified or cashier's check, or a Bid Bond for ten (10) percent 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. The submission of a labor and materials bond (payment bond) is required on projects in excess of \$25,000.00.

Bidders are advised that, they may substitute securities in place retained funds withheld by County. Cal. Pub. Cont. Code Section 22300. Alternatively, an escrow agreement, in the form prescribed by the code, may be used by the bidder.

The County of Imperial hereby affirms and notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, sex, color, or national origin in consideration for an award.

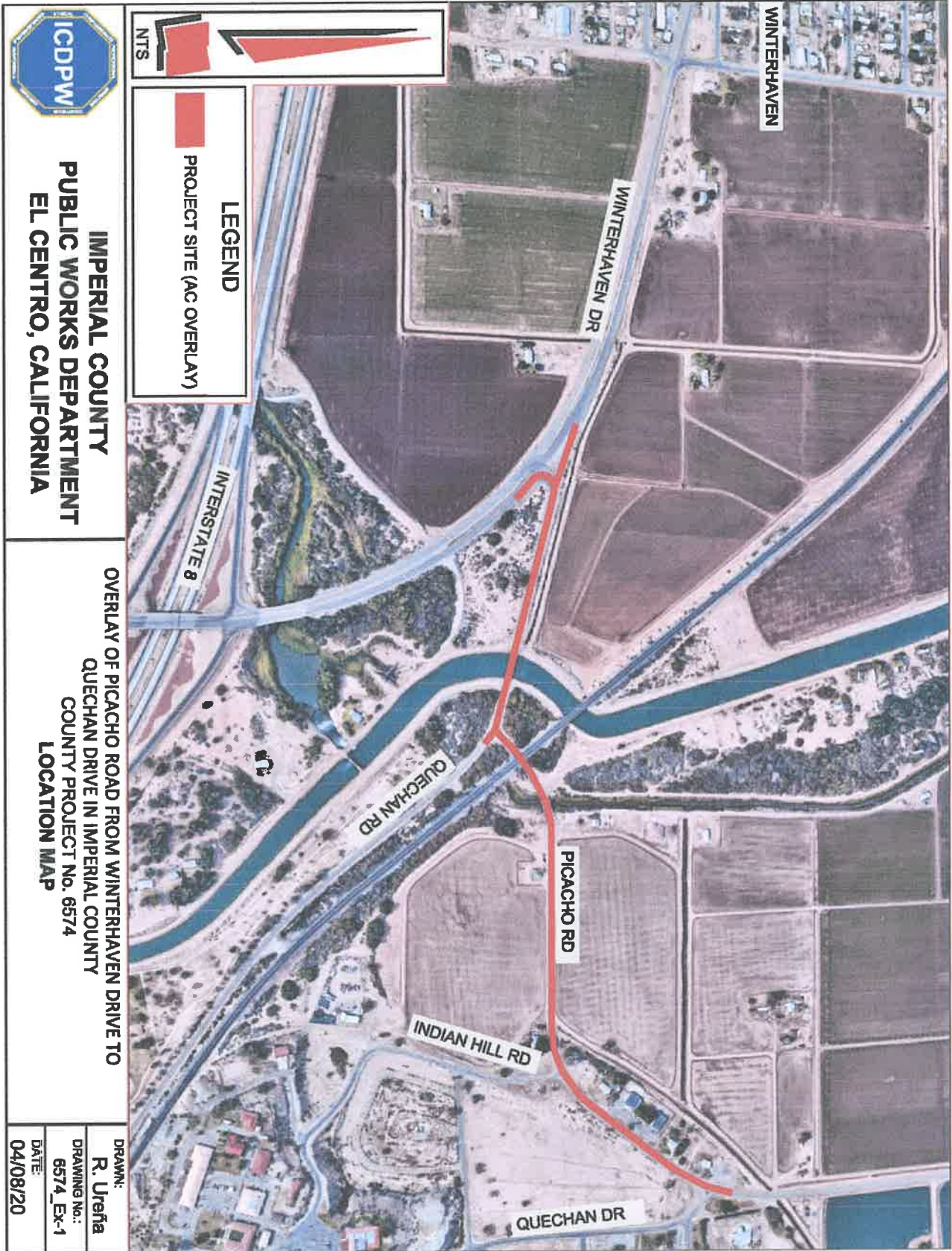
Federal, State and local regulations and reporting requirements applicable to the proposed work must be complied with for this project.

No work shall be performed by contractor or subcontractors who are ineligible pursuant to Cal. Lab. Code 1777.1 and 1777.7.

Pursuant to Section 1773 of the Labor Code, the general prevailing rate of wages in the County in which the work is to be done has been determined by the Director of the California Department of Industrial Relations and are on file and available from the Clerk of the Board of Supervisors located at the County Administration Center, 940 Main Street, El Centro, CA 92243.

These wages are also available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of



PART II
SPECIAL PROVISIONS – SPECIAL CONDITIONS

**OVERLAY OF PICACHO ROAD FROM WINTERHAVEN DRIVE TO
QUECHAN DRIVE IN IMPERIAL COUNTY**
State Aid Project No. LPPSB1L-5958 (115)
County of Imperial Project No. 6574

SECTION 1. SPECIFICATIONS AND PLANS

1-1.01 GENERAL - The work embraced herein shall be done in accordance with the Standard Specifications dated May 2006 and the Standard Plans dated May 2006, of the Department of Transportation insofar as the same may apply, the project plans and these special provisions. The special provisions shall take precedence over and be used in lieu of the conflicting portions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

1-1.02 DEFINITIONS -- Whenever in the Standard Specifications the following terms are used, they shall be understood to mean and refer to the following.

Attorney General: Wherever used in the Standard Specifications shall refer to County Counsel.

Board of Supervisors: Also Board: Refers to the Board of Supervisors of the County of Imperial, the governing body created by law and the awarding authority of the County of Imperial, acting either directly or through its duly appointed officials.

California Standard Specifications: The Standard Specifications dated May 2006, State of California, Department of Transportation.

Chief Engineer: Wherever used in the Standard Specifications, shall refer to the County Director of Public Works.

County: County of Imperial, a political subdivision of the State of California, as created by law.

Director of Public Works: The appointed official of the County of Imperial authorized to administer the contract.

Department of Transportation: Also, Department: Whenever used in the Standard Specifications, refers to the Board of Supervisors, except when used in reference to test methods

of, or to denote publications or designate the mailing address of an agency of the State of California.

Director of Transportation: Also Director: Means, whenever used in the Standard Specifications, the Board.

Division of Measurement Standards: Wherever used in the Standard Specifications, shall refer to the Department of Agricultural Commissioner-Weights and Measures of the County of Imperial.

Engineer: The Director of Public Works, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

Liquidated Damages: The amount prescribed in the Specifications to be paid to the County or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the specifications.

State of California: Also, State: As used in these Specifications relative to the contract administration, refers to the County of Imperial.

Section 1-1.40, "State Contract Act," of the Standard Specifications is amended to read:

1-1.40 State Contract Act. -- Chapter 1, Part 2, Division 2 of the Public Contract Code. The provisions of this act and other applicable laws form and constitute a part of the provisions of this contract to the same extent as if set forth herein in full. Any reference in the specifications and other contract documents to Sections of former Chapter 3 (Sections 14250-14424) inclusive of Part 5 of Division 3 of Title 2 of the Government Code shall be deemed to be a reference to the successor section of the Public Contract Code.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL -- The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

The bidder's bond shall conform to the bond form in the Bid book for the project and shall be properly filled out and executed. The bidder's bond form included in that book may be used.

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

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the Proposal.

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

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

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

2-1.02 BID

1. BID OPENING

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

2. 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.

3. CONTRACT AWARD

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

4. CONTRACTOR LICENSE

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

5. 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.

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

Refer to Section 4 – Beginning of Work, Time of Completion and Liquidated Damage in Part II Special Provisions – Special Conditions of these Specifications.

7. QUALITY ASSURANCE

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

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

Schedule work to allow time for QAP.

8. PROMPT PAYMENT OF FUNDS WITHHELD 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 prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor 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, unless as agreed to in writing by the prime contractor and subcontractor, pursuant to Section 7108.5 of the Business and Professions Code and Section 10262 of the California Public Contract Code. Any violation of these provisions 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.

2-1.03 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS – Subcontractors shall be listed in accordance with the provisions in Section 2-1.054 of the Standard Specifications.

A sheet for listing subcontractors, as required herein is included in the proposal.

For purposes of this reporting, the term Subcontractor shall include:

- A. A contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who contracts with you; or
- B. Any subcontractor as defined in Public Contracts Code 4113 that performs work or labor or otherwise renders service to you; or
- C. Any person, corporation, partnership, joint venture, association or other business entity that provides to you machinery or other equipment, together with the operator of such equipment or machinery, unless such business entity is paid an hourly rate, works under your sole control and can terminate its business relationship with you at will without incurring any liability for such termination.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

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

Bid protests are to be delivered to the following address: 155 S. 11th Street, El Centro, CA, 92243.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal 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: 155 S. 11th Street, El Centro, CA, 92243

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

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

The Contractor shall begin work within 10 working days after receiving a Notice to Proceed. This Notice to Proceed will be given after the contract has been approved by the Imperial County Board of Supervisors.

The work shall be diligently prosecuted to completion before the expiration of:

Total 45 working days

The contractor shall pay to the County of Imperial the sum of \$ 3,500.00 per day for each and every calendar day's delay in finishing the work in excess of number of working days prescribed above.

SECTION 5. GENERAL

SECTION 5-1. MISCELLANEOUS

5-1.01 LABOR NONDISCRIMINATION -- Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A (4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

5-1.02 PUBLIC SAFETY -- The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations - The near edge of the excavation is 12 feet or less from the edge of the lane, except:
1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 2. Excavations less than one foot deep.
 3. Trenches less than one foot wide for irrigation pipe or electrical conduit, or excavations less than one foot in diameter.
 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles - The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with

protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

- C. Storage Areas - Material or equipment is stored within one foot of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09, "Public Safety," of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 1999 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Kilometers Per Hour)	Work Areas
Over 72 (45 Miles Per Hour)	Within 6 feet of a traffic lane but not on a traffic lane
56 to 72 (35 to 45 Miles Per Hour)	Within 3 feet of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefore.

5-1.03 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 Engineer 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 Standard Specifications.

5-1.04 CONTRACTORS AND SUBCONTRACTORS ELIGIBILITY -

The Contractor represents and warrants that it and its subcontractors are not ineligible to work for the County due to violations of Sections 1777.1 and 1777.7 of the Labor Code.

5-1.05 PERFORMANCE OF SUBCONTRACTORS --

The subcontractors listed by you in Bid book shall list therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

The successful bidder and subcontractors agree to comply with Public Contract Code section 7103.5(b), which states: "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the

Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.”

5-1.06 SUBCONTRACTOR AND/OR TRUCKING RECORDS – The Contractor shall maintain records showing the name and business address of each subcontractor and/or trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. Prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be provided to the Engineer by the Contractor. These records shall be furnished to the Engineer within 90 days from the date of contract acceptance. \$10,000 will be withheld from payment until this is submitted and accepted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to trucking companies. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by trucking companies to all firms, including owner-operators, for the leasing of trucks.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner’s name and California Highway Patrol CA number of the owner of the truck for all trucks used during that month.

5-1.07 SUBCONTRACTING -- Attention is directed to the provisions in Section 8-1.01, "Subcontracting," and Section 2, "Proposal Requirements and Conditions," and Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions.

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

If the Contractor violates Pub Contract Code § 4100 et seq., the County of Imperial may exercise the remedies provided under Pub Contract Code § 4110. The County of Imperial may refer the violation to the Contractors State License Board as provided under Pub Contract Code § 4111.

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

Each subcontract must comply with the contract.

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

Submit copies of subcontracts upon request by the Engineer. Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site at:

<https://www.dir.ca.gov/dlse/debar.html>

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

5-1.08 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS – A prime contractor or subcontractor shall pay to any subcontractor not later than 7 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 7 days is applicable unless, a longer period is agreed to in writing. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that Section. Federal regulation (49 CFR 26.29) requires that any delay or postponement of payment over 30 days of receipt of each payment may take place only for good cause and with the agency's prior written approval. 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. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

5-1.09 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS -- The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal regulation (49 CFR 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or non-payment by the prime contractor, deficient subcontract performance and/or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

Bidders are advised that, they may substitute securities in place retained funds withheld by County. Cal. Pub. Cont. Code Section 22300. Alternatively, an escrow agreement, in the form prescribed by the code, may be used by the bidder.

5-1.10 PAYMENTS -- Attention is directed to Section 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work which will be recognized for progress payment purposes.

Mobilization	\$ 25,000
Traffic Control & Construction Area Signs	\$ 35,000
Paint Striping & Signage	\$ 35,000
Surveying and Construction Staking	\$ 35,000
Monument Preservation/Perpetuation	\$ 3,000
Erosion Control	\$ 35,000

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

No payment will be made for any materials on hand which are furnished but not incorporated in the work.

The final payment of five percent (5%) of the value of work under this contract, if unencumbered, shall be made thirty-five (35) days after acceptance of work by owner. Acceptance will be made only by an action of the Board of Supervisors in session.

5-1.11 INSURANCE – The Contractor shall carry Public Liability and Property Damage Liability Insurance as well as vehicle liability insurance at all times when work is being performed. Before beginning work, the Contractor shall provide the Engineer a Certificate of Insurance detailing the Contractors insurance amounts to be reviewed and approved by the County. For more information see “Construction Contract and minimum Insurance Amounts” in Part VI elsewhere in these special provisions.

5-1.12 ARBITRATION – The Provisions of Section 9-1.10, “Arbitration” of the Standard Specifications shall not apply. Any unresolved claims shall be resolved by litigation in a court of competent jurisdiction within the County of Imperial.

5-1.13 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 and to provide COUNTY with copies of any contract award information and verified statements of the journeyman and apprentice hours performed pursuant to this Agreement as required by §1777.5(e).

The responsibility for compliance with these provisions is fixed with 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 CONTRACTOR 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. This section shall not be enforced if the total contract amount of this contract is less than thirty thousand dollars (\$30,000).

5-1.14 CONSTRUCTION CONTRACT NOTIFICATION REQUIREMENT -- Contracting officers, applicants and contractors are required to give written notice to the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of a construction contract or subcontract in excess of \$10,000 (41 CFR 60-4.2)

The notification should include:

- The name, address and telephone number of the contractor;
- Employer identification number;
- Dollar amount of the contract;
- Estimated starting and completion dates of the contract;
- The contract number; and
- Geographical area in which the contract is to be performed.

Notices should be sent to the OFCCP Pacific Regional office with the following address:

90 7th Street , Suite #18-300, San Francisco, CA 94103.

A copy of Notification shall be provided to the County of Imperial for filing purposes.

5-1.15 QUESTIONS OR CLARIFICATIONS— All questions or clarifications must be in writing and shall be mailed to Robert Ureña III, at 155 S. 11th Street, El Centro, CA 92243 or emailed to roberturena@co.imperial.ca.us before **October 8, 2020** No questions will be responded to after this day.

5-1.16 RESOLUTION OF CLAIMS – (1) Compliance with all change order procedures is a prerequisite to filing a Public Contract Code Claim pursuant to this Section. Claims must be submitted no later than (a) 30 days after the dispute resolution process set forth in Section 5-14.3 is complete or (b) 30 days after the occurrence of the event giving rise to the claim.

(2) In accordance with the procedures set forth in Public Contract Code Sections 9204 and 20104-20104.6, a Contractor may submit a claim by registered or certified mail with return receipt requested, for one or more of the following: (a) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the County; (b) payment by the County of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or (c) payment of an amount that is disputed by the County.

(3) The Contractor shall furnish reasonable documentation to support the claim, including but not limited to: 1) a clear, concise recital of the basis upon which the claim is asserted, including a designation of the provisions of the Contract upon which the claim is based, 2) a statement as to the amount of time and/or compensation sought pursuant to the claim; 3) whether the Contractor's claim arises from an ongoing occurrence, and if so a description of the specific Work activities affected by the claim, 4) a time impact analysis in the event that Contractor requests a time extension, 5) full and complete cost records supporting the amount of any claim

for additional compensation and 6) a notarized certification by the Contractor as follows: "Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et seq., the undersigned hereby certifies that the information contained herein is a true, accurate and complete statement of all features relating to the claim asserted." Failure by the Contractor to provide sufficient documentation will result in denial of the claim. The County reserves the right to request additional documentation, or clarification of the documentation provided.

(4) Upon receipt of a claim, the County will conduct a reasonable review and provide a written statement to the Contractor identifying what portion of the claim is disputed and what portion is undisputed within 45 days of receipt of the claim. The County and Contractor may, by mutual agreement, extend the 45 day time period. For any undisputed portion of a claim, the County must make payment within 60 days of its issuance of the written statement.

(5) If the Contractor disputes the County's written statement, or if the County fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The County will then schedule the meet and confer conference within 30 days of the demand. Within 10 business days following the meet and confer conference, the County will provide a written statement identifying the portion of the claim that remain in dispute. Any payment due on an undisputed portion of the claim will be made within 60 days of the meet and confer conference.

(6) After the meet and confer conference, any disputed portion of the claim shall be submitted to non-binding mediation. Alternatively, upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. If mediation is unsuccessful, the parts of the claim that remain in dispute shall be subject to applicable procedures set forth below.

(7) Failure of a public entity to respond to a claim within the time periods described above shall result in the claim being deemed rejected in its entirety. Additionally, amounts not paid in a timely manner shall bear interest at 7 percent per year.

(8) In the event that the mediation is unsuccessful, Contractor must file a government claim pursuant to Government Code Sections 910 et seq. in order to initiate a civil action.

(9) In any civil action filed to resolve claims, the court shall submit the matter to nonbinding mediation within 60 days following the filing or responsive pleading, provided that the parties have not already participated in mediation of the claim as outlined above. If the matter remains in dispute after nonbinding mediation, the court shall submit the matter to judicial arbitration pursuant to Code of Civil Procedure Section 1141.10 et seq. If the matter remains in dispute after judicial arbitration, the County or the Contractor may request a trial de novo.

5-1.17 REQUIRED LICENSES – At the time the contract is awarded, and at all times during construction of the Project, CONTRACTOR shall possess and maintain a California contractor's license, Class A.

5-1.18 GENERAL PREVAILING WAGES RATES – Contractor and its subcontractors shall pay all workers employed on the project the rates determined by the Director

of California Department of Industrial Relations (DIR). These wages are also available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Pursuant to Section 1773 of the Labor Code, the general prevailing rate of wages in the County in which the work is to be done has been determined by the Director of the California Department of Industrial Relations and are on file and available from the Clerk of the Board of Supervisors located at the County Administration Center, 940 Main Street, El Centro, CA 92243.

PART III SPECIAL PROVISIONS – TECHNICAL PROVISIONS

SECTION 6. (BLANK)

SECTION 7. (BLANK)

SECTION 8. (BLANK)

SECTION 9. DESCRIPTION OF WORK

The work to be done consists, in general, of placing a two (2) inch conventional asphalt concrete cap over the existing pavement and placing a two (2) inch conventional asphalt concrete cap over a one (1) inch leveling course over the existing pavement. Work will also include grinding existing asphalt from 1 to 2 inches, adjustment of sanitary sewer manholes, installation of class 2 base shoulder backing, crack sealing, and P.C.C. concrete dig-out repairs for localized pavement failure areas, construction area signs, paint striping and signage, and all provisions and work in conformance with the project plans, Standard Plans and Standard Specifications and these Special Provisions as directed by the Engineer shall be provided, performed, placed, constructed or installed.

SECTION 10. CONSTRUCTION DETAILS

SECTION 10-1. GENERAL

10-1.01 ORDER OF WORK - Order of Work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

A two week lead time will be needed before construction begins to assure proper notification to the public, business affected by construction and emergency and/ or enforcement agencies.

The Contractor shall provide the County with a detailed schedule and lane closure plan indicating how the project will be constructed prior to beginning of work.

10-1.02 OBSTRUCTIONS – The Contractors attention is directed to Section 8-1.10, “Utility and Non-Highway Facilities,” and Section 15, “Existing Highway Facilities,” of the Standard Specifications and these special provisions.

The Contractor’s attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches (150 mm) in diameter or pipelines operating at pressures greater than 60 psi (415 KPa) gage; underground electric supply system conductors or cables with potential to ground of more than 300 V, either directly buried or in a duct or conduit which do not have concentric grounded or other effectively grounded metal shields or sheaths.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to nor related to the following:

Notification Center	Telephone Number
Underground Service Alert-Southern California (USA)	811
	811

10-1.03 CONSTRUCTION AREA SIGNS -- Construction area signs shall be furnished, installed, maintained and removed when no longer required in conformance with the provisions in Section 12, “Construction Area Traffic Control Devices,” of the Standard Specifications and these special provisions.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Southern California (USA)	811
	811

Contractor shall provide project information signs, as shown elsewhere in these Special Provisions and shall install and maintain these during the project duration. At Project conclusion the signs & posts shall become property of County and County shall remove same at County expense.

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes, or at the option of the Contractor, construction area signs can be placed on portable barricades.

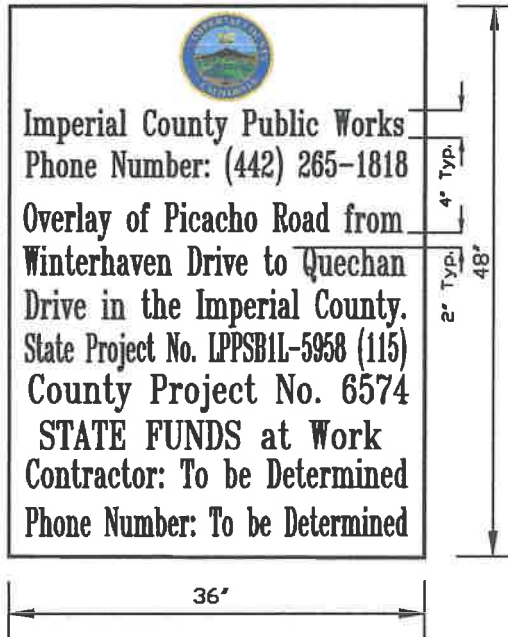
The term “construction area signs” also shall include temporary object markers required for the direction of public traffic through or around the work during construction. Object markers listed or designated on the plans as construction areas signs shall be considered to be signs and shall be furnished, erected, maintained, and removed by the Contractor in the same manner specified for construction area signs and the following:

Object markers shall be stationary mounted on wood or metal posts in conformance with the details shown on the plans and the provisions in Section 82, “Markers and Delineators,” of the Standard Specifications.

Marker panels for Type N, Type P and Type R object markers shall conform to the provisions for sign panels for stationary mounted signs.

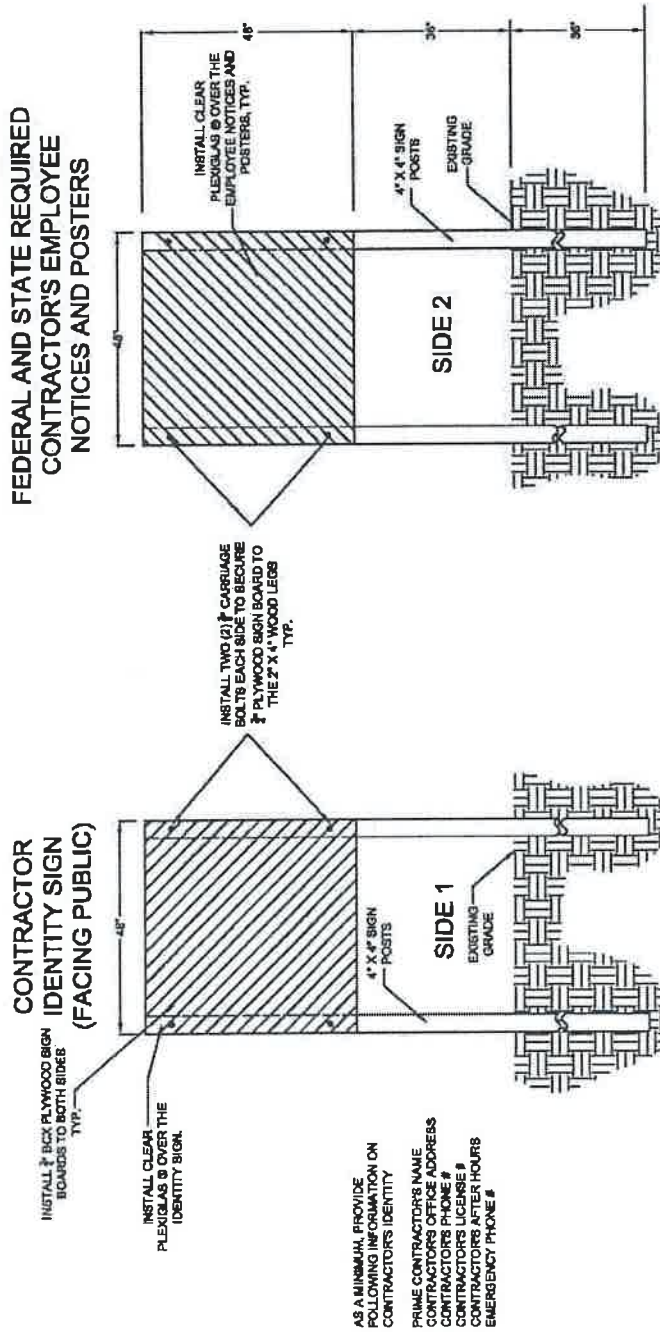
Target plates for Type K and Type L object markers and posts, reflectors and hardware shall conform to the provisions in Section 82, but need not be new.

Full compensation for providing, installing and maintaining construction area signs and project information signs shall be considered as included in the contract lump sum price paid for “Traffic Control and Construction Area Signs” and no additional compensation shall be allowed therefore.



NOTES:

1. The above sign is required at all locations as dictated elsewhere in these Special Provisions.
2. Contractor shall install a minimum of two signs, visible to the traveling public, at each end of the project as directed by the Engineer.
3. The sign shall be reflectorized material on an aluminum base.



NOTE: THE CONTRACTOR SHALL INSTALL TWO (2) SEPARATE CONTRACTOR IDENTITY AND CONTRACTOR'S EMPLOYEE NOTICE SIGNS OR USE ONE SET OF SIGN POSTS AND MOUNT THE CONTRACTOR IDENTITY AND THE CONTRACTOR'S EMPLOYEE NOTICES ON OPPOSITE SIDES OF THE SIGN POST. THE CONTRACTOR IDENTITY SIGN MUST FACE THE PUBLIC AT THE LOCATION DESIGNATED BY THE AWARDING AGENCY. IF TWO (2) SEPARATE SIGNS ARE INSTALLED, PLACE THOSE SIGNS IN CLOSE PROXIMITY.

NOT TO SCALE

10-1.04 MAINTAINING TRAFFIC -- Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and to the provisions in "Public Safety" of these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

Lane closures shall conform to the provisions in section "Traffic Control System for Lane Closure" of these special provisions.

No road closures will be allowed.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way including any section closed to public traffic.

A Traffic Control Plan, prepared and signed by a Civil Engineer, registered in the State of California, shall be provided by the contractor for the County's review and approval to address all traffic control and construction area signs within project limits including all signage requirements by Caltrans thru the Encroachment Permit. Please refer to Section 10-1.16 for all traffic control devices outside the project limits as part of other jurisdiction encroachment permits.

The Contractor shall notify local authorities and business of the Contractor's intent to begin work at least 10 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make arrangements relative to keeping the working area clear of parked vehicles.

The Contractor is advised that Business and emergency vehicle access must be maintained during the course of work.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25 feet intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where designated by the Engineer.

All traffic lanes shall be no less than 10 feet wide. A minimum of two lanes shall remain open for use by the public traffic when construction operations are not actively in progress.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays; after 3:00 p.m. on Fridays and the day preceding designated legal holidays; and when construction operations are not actively in progress.

Designated legal holidays are: January 1st, the third Monday in January and February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday

shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved the deviations in writing. Other modifications will be made by contract change order.

Full compensation for providing the Traffic Control Plan, including furnishing, placing, maintaining and removing signals and barricades shall be considered as included in the contract lump sum price for "Traffic Control and Construction Area Signs" and no additional compensation shall be considered therefor.

10-1.05 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURES – A traffic control system shall consist of closing traffic lanes in accordance with the provisions of Section 12, "Construction Area Traffic Control Devices, of the Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs" elsewhere in these special provisions, and these special provisions. Lane closures are to be performed when practical and applicable as determined by the Engineer when the road closure detour is not in operation either before or after road closure has been implemented or when detour is no longer in place at end of work.

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way shall be removed from the traveled way and shoulder. If the Contractor so elects, said components may be stored at selected central locations, approved by the Engineer, within the limits of the highway right of way.

The Contractor shall utilize radios and flaggers if lane closures are performed. Flaggers shall have radio contact with personnel in the work area. Maximum speed of public traffic through the traffic control zone shall be 25 miles per hour (mph).

The flagging costs indicated in the provisions of Section 12-2.02 "Flagging Costs" of the standard specifications shall not apply. All costs in relation to flaggers shall be borne solely by the Contractor.

Full compensation for providing the traffic control system (including signs and flagging costs), the traffic control plan and any other tools, labor and equipment shall be considered as included

in the contract price, paid for "Traffic Control and Construction Area Signs" and no separate payment will be made therefor.

Traffic control system required by work, which is classed as extra work, as provided in Section 4-1.03D of the Standard Specifications, will be paid for as part of said extra work.

10-1.06 EXISTING HIGHWAY FACILITIES -- The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

10-1.07 ROADWORK EXCAVATION, EARTHWORK, & HAULING – Road work excavation includes the removal, and disposal of existing Asphalt Concrete pavement, Portland Cement Concrete pavement, concrete, base material, and subgrade as shown on the plans or as directed by the Engineer.

Removed materials that are not to be salvaged or reused in the work and shall become the property of the Contractor and shall be disposed of as provided in Section 7-1.13, "Disposal of Materials Outside the Highway Right of Way," of the Standard Specifications.

The Contractor is advised that the estimated roadway excavation is for bidding purposes only and with no guarantee as to actual quantities.

Full compensation for furnishing all labor, materials, tools and equipment and for doing all the work involved in roadway excavation including removing, hauling and disposal of existing surfacing, concrete, base material, and subgrade shall be considered as included in the contract price paid per cubic yard for "Roadwork Excavation, Earthwork, & Hauling including Removal and Disposal of A.C. Pavement and P.C.C. Pavement" and no additional compensation will be allowed therefore.

10-1.08 WATERING – Watering shall conform to the provision in Section 17 "Watering," of the Standard Specifications and these special provisions.

10-1.09 AGGREGATE BASE – Aggregate base shall be Class II as shown on plans and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions. Aggregate base shall be compacted to 95% maximum density. Whenever compliance for compaction is required by the County tests will be made utilizing ASTM D1557. The provisions in Section 6-3.01, "General" for using California Test 216 or 231 shall not apply.

Quantities of Class II Aggregate Base will be paid for at the contract price per ton or cubic yard, whichever unit is designated in the contract item, for the class or classes involved.

The above prices and payments shall include full compensation for furnishing all labor, materials (including water in the material at the time of weighing as provided in Section 26-1.06, "Measurement"), tools, equipment, and incidentals, and for doing all the work involved in constructing aggregate base, complete in place, as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer.

10-1.10 ASPHALT CONCRETE FOR OVERLAY, LEVELING COURSE, AND DIGOUTS – Asphalt concrete aggregate shall be Type A ¾ inch maximum grading (Asphalt Concrete – 1.25”, 1.5” to 2” and 2” Cap and Asphalt Concrete – 6” Digout) and Type A ½ inch maximum grading for leveling course (Asphalt Concrete – 1” Leveling Course) and shall conform to the provisions in Section 39, “Asphalt Concrete”, of the Standard Specifications and these special provisions.

Asphalt concrete shall be compacted to 95% maximum density whenever compliance for compaction is required by the County test will be made utilizing ASTM D 1559.

The asphalt used in the Asphalt Concrete Mix shall be paving PG 70-10 non-polymer modified. The refiner is required to be in the California Department of Transportation COC program and a certificate of compliance must be provided as well as a mix design.

In addition to the requirements in Section 39-5.01, “Spreading Equipment,” of the Standard Specifications, asphalt paving equipment shall be equipped with automatic screed controls and a sensing device or devices.

When placing concrete to lines and grades established by the Engineer, the automatic controls shall control the longitudinal grade and traverse slope of the screed. Grade and slope references shall be furnished, installed and maintained by the Contractor. The Contractor shall use a ski device and the minimum length of the ski device shall be 30 feet. The ski device shall be a rigid one piece unit and the entire length shall be utilized in activating the sensor.

When placing the initial mat of asphalt concrete on existing pavement, the end of the screed nearest the centerline shall be controlled by a sensor activated by a ski device not less than 30 feet long. The end of the screed farthest from centerline shall be controlled manually.

When paving contiguously with previously placed mats, the end of the screed adjacent to the previously placed mat shall be controlled by a sensor that responds to the grade of the previously placed mat and will reproduce the grade in the new mat within a 0.01 foot tolerance. The end of the screed farthest from the previously placed mat shall be controlled in the same manner as when placing the initial mat.

Should the methods and equipment furnished by the Contractor fail to produce a layer of asphalt concrete conforming to the requirements, including straightedge tolerance, of Section 39-6.03, “Compacting,” of the Standard Specifications, the paving operations shall be discontinued and the Contractor shall modify his equipment or furnish substitute equipment.

Should the automatic screed controls fail to operate properly during any day’s work, the Contractor may use manual control of the spreading equipment for the remainder of that day, however, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the requirements in this section before starting another day’s work.

Asphalt concrete surfacing shall be placed on all existing surfacing or as directed by the Engineer.

Asphalt concrete shall be produced at an established commercial mixing plant. The aggregate and asphalt binder shall be heated and mixed thoroughly.

No recycled Asphalt is allowed for this project.

The contractor at his expense shall furnish current test results giving the bitumen ratio (pound of asphalt per 100 pounds of dry aggregate) required for the mix design he proposes to furnish. Test results shall have been performed by a laboratory and approved by the Engineer.

Prior to spreading asphalt concrete over any existing pavement or previously laid pavement a paint-binder of SS1h shall be furnished and applied uniformly to a pavement to be surfaced and to contact surfaces of all cold pavement joints, curbs, gutters, and to other surfaces designated by the Engineer.

Paint Binder shall be applied at a rate of 0.02 to 0.10-gallon per square yard. The exact rate and number of applications will be determined by the Engineer.

Paint Binder shall be applied only so far in advance of placing the surfacing as may be permitted by Engineer. The area to which paint binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction.

The provisions of Section 4-1.03B "Increased or Decreased Quantities" of the Standard Specifications, will not apply to liquid asphalt PG 70-10, SS1h prime coat or paint binder.

Asphalt concrete shall be spread and compacted in accordance with Section 39, "Asphalt Concrete", of the Standard Specifications and these special provisions.

Asphalt concrete shall be spread and compacted in 2 layers of approximately equal thickness for overlay thicknesses in excess of 3 inches unless otherwise indicated in these specifications or as directed by the Engineer.

The completed surfacing shall be true to grade and cross section, of uniform smoothness and texture, compacted firmly and free from depressions, humps or irregularities.

The finished surface shall meet the straight edge requirements of Section 39-6.03 "Compacting" of the Standard Specifications.

If the finished surface of the asphalt concrete on the traffic lanes does not meet the specified surface tolerances, it shall be brought within tolerance by either:

1. Abrasive grinding (with fog seal coat on the areas which have been ground),
2. Removal and replacement, or
3. Placing an overlay of asphalt concrete. The Engineer will select the method. The corrective work shall be at the Contractor's expense.

If abrasive grinding is used to bring the finished surface to specified surface tolerances, additional grinding shall be performed as necessary to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area. All ground areas shall be neat rectangular areas of uniform surface appearance. Abrasive grinding shall conform to the requirements in the first paragraph and the last 4 paragraphs in Section 42-2.02, "Construction," of the Standard Specifications.

Except for aggregate for open graded asphalt concrete, in addition to the aggregate requirements listed in Section 39, "Asphalt Concrete," of the Standard Specifications, the combined aggregates shall conform to the following quality requirement when mixed with paving asphalt Grade PG 70-10 non-polymer modified in the amount of asphalt determined optimum by California Test 367:

TEST	CALIFORNIA TEST	REQUIREMENT
Surface Abrasion	360, Method A	Loss not to exceed 15 grams

PAYMENT: Asphalt concrete placed in the work will be paid for the contract price paid per ton for Asphalt Concrete – 1.25", 1.5" to 2", and 2" Cap; Asphalt Concrete – 1" Leveling Course; and Asphalt Concrete – 6" Digout; and shall include PG 70-10 Asphalt.

Full compensation for furnishing and applying paint binder coat SS1h shall be considered as included in the contract price paid per ton for Asphalt Concrete – 1.25", 1.5" to 2" and 2" Cap; Asphalt Concrete – 1" Leveling Course; and Asphalt Concrete – 6" Digout; and no separate payment will be made therefor.

The above contract prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing asphalt concrete surfacing, complete in place, as shown on the plans, as specified in these special provisions, and as directed by the Engineer and no additional payment shall be made therefore.

10-1.11 TEMPORARY PAVEMENT DELINEATION – Temporary pavement delineation shall be furnished, placed, maintained and removed in conformance with the provisions in Section 12-3.01, "General," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as reducing the minimum standards specified in the Manual of Traffic Controls published by the Department or as relieving the Contractor from his responsibility as provided in Section 7-1.09, "Public Safety," of the Standard Specifications.

Whenever the work causes obliteration of pavement delineation due to grinding or resurfacing, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Lane line or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

Temporary lane line and centerline delineation consisting of temporary pavement markers shall be provided by the contractor at his expense. The temporary pavement markers shall be placed

at longitudinal intervals of not more than 100 feet and shall be the same color as the lane line or centerline they replace. The temporary markers shall be placed in conformance with the manufacturer's instructions.

Full compensation for furnishing and placing the temporary pavement markers used for temporary lane line and centerline delineation shall be considered as included in the various items of work and no separate payment shall be made therefore.

10-1.12 HEADER CUT GRINDING – Grinding existing asphalt concrete pavement in County roads shall conform to the provisions in Section 42-2, "Grinding", of the Standard Specifications and these special provisions.

Grindings shall be performed at the beginning and end of County road to be resurfaced curb and gutter, bridge deck, tractor crossing, rail road crossing exists as shown on the project plans and in these special provisions or as directed by the Engineer. The depth of grinding varies from 2" to 3" maximum.

The Contractor shall dispose grindings. Grindings will become property of the contractor and shall be hauled away by Contractor to a legal facility.

Grindings shall be paid for at the contract unit price per square yard for "Header Cut Grinding". Full compensation for grinding existing asphalt concrete pavement shall include furnishing all labor, tools, equipment, materials, hauling to a legal facility, and incidentals and for doing all work involved in "Header Cut Grinding" and no separate payment will be made therefor.

10-1.13 GRINDING – Grinding existing asphalt concrete pavement in County roads shall conform to the provisions in Section 42-2, "Grinding", of the Standard Specifications and these special provisions.

All vegetation and debris shall be cleared and grubbed within the pavement grinding areas conforming to the provisions in Section 16, "Clearing and Grubbing and Miscellaneous Items," of the Standard Specifications and these special provisions prior to the commencement of cold planning operations at the locations illustrated on the plans. All existing vegetation, outside the areas to be cleared and grubbed, shall be protected from injury or damage resulting from the Contractor's operations. The contractor shall dispose of the removed vegetation and debris.

Grinding shall be performed in areas to be resurfaced at the locations and to the dimensions shown on the plans. Grinding shall also be performed at specific areas on County road intersections and beginning and end of County roads to be resurfaced as shown on the plans and indicated elsewhere in these special provisions or as directed by the Engineer. The depth of grinding varies from 1.5" to 2" and 1.25" over grinding area at the distance shown on the plans or as directed by the Engineer.

The Contractor shall load and haul the grindings to a legal facility at own cost.

Grinding shall be paid for at the contract unit price per square yard for "*Grinding - 2" and Grinding (1.5" to 2" and 1.25" per Improvement Plans)*". The contract price paid per square yard for grinding existing asphalt concrete pavement shall include full compensation for

furnishing all labor, tools, equipment, materials and incidentals and for doing all work involved in grinding existing pavement, including grinding, removing, hauling and disposing of the grindings in accordance with the standard specifications and these special provisions.

10-1.14 PROJECT IDENTIFICATION SIGNS – Project identification signs shall conform to the provisions in Section 12-3.06, “Construction Area Signs”, of the Standard Specifications and these special provisions.

Before any major physical construction work readily visible to highway users is started on this contract, the contractor shall furnish and erect project identification signs at the locations designated by the Engineer.

Framing of plywood sign panels will not be required.

The signs shall be kept clean and in good repair by the Contractor.

Upon completion of the work, the signs shall become property of the County and County shall remove same.

The contract price paid for project identification signs shall be considered included in the item of work for construction “Traffic Control and Construction Area Signs” and shall include full compensation for furnishing, erecting and maintaining of the signs, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-1.15 PAINT STRIPING AND SIGNAGE – Paint striping, signage, pavement markings, and pavement markers shall conform to the provisions in Section 84-1, “General,” 84-3, “Painted Traffic Stripes and Pavement Markings”, and Section 85, “Pavement Markers” of the Standard Specifications, Part 3, “Markings” of the California Manual on Uniform Traffic Control Devices (MUTCD) current edition, the project plans and these special provisions.

Thermo plastic stripes and markings may be allowed or accepted upon the Engineer’s written approval.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in paint striping and signage and removal of conflicting existing striping and all signage and pavement markings including establishing alignment for the stripes and layout work, complete in place, as specified in these specifications, special provisions and as directed by the engineer shall be considered as included in the contract price paid per lump sum for “Paint Striping and Signage” and no separate or additional payment shall be considered therefor.

In conformance with CCR Title 8 1532.1(e)(2) for all construction work where an employee may be occupationally exposed to lead, regardless if it is hazardous or non-hazardous, a Lead Compliance Plan shall be prepared by a Certified Industrial Hygienist and implemented for all workers handling the removal of traffic striping and pavement markings.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in the testing and removal of traffic striping and pavement markings shall be considered as included in the above contract prices and payments paid per lump sum for "Paint Striping and Signage" and no separate or additional payment shall be considered therefor.

10-1.16 OTHER JURISDICTION ENCROACHMENT PERMITS – All provisions for Encroachment Permits, from Caltrans, shall be required to be applied for and obtained by the Contractor, including all work, materials, addressing all conditions, including permit fees.

All items within the Encroachment Permits shall be considered as included in the various items for each road segment impacted of work and no additional payment shall be made therefore. Please refer to Part VII of this Special Provision for Caltrans Encroachment permit requirements.

The Contractor shall coordinate with and be responsible for obtaining permission, permits and other documentation as necessary by each City/Agency to provide for the construction and traffic control signs, including project identification signs and any road lane closures as required by the Contractors traffic control plans, as per the Standard Specifications and these special provisions.

ADDITIONAL PERMITS

The Contractor shall coordinate with Bard Irrigation District, the Gas Company and any other utility agencies that may be affected by the project in order to obtain any required authorization to construct and permit to operate.

All bidders shall submit documents to the Imperial County Public Works Department showing proof of valid and current permits issued by the Air Pollution control District including the authorization to construct and the permit to operate. The permits shall be submitted after the bid opening and prior to the award of the contract. Any Bidders failing to submit said documents 10 days after opening of bids shall render their bids nonresponsive and/or responsible.

Full compensation for all coordination with and obtaining such permits and licenses shall be at contractor expense, including any agency permit fees.

10-1.17 MONUMENT PRESERVATION/PERPETUATION. – The County of Imperial has detected no monuments within the project area; however it is the contractor's responsibility to do all research prior to bidding. It shall be the contractor's responsibility to complete a field survey to determine the actual number of survey monuments to be impacted prior to construction. The field survey research shall include researching of survey monuments record/maps; completion of the field investigation to determine the existence/locations of the survey monuments prior to the commencement of construction activities for all roads impacted; 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 County Surveyor/County of Imperial Public Works Department Director 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 Contractor to preserve/perpetuate the found monuments. Full compensation for completing field survey research to determine the

existence/locations of the survey monuments shall be considered as included in the contract lump sum price paid for "Monument Preservation/Perpetuation" and no additional compensation shall be allowed therefore.

Any existing survey monuments or County 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 Subdivision Map Act, the Professional Land Surveyors Act and to the satisfaction of the County Surveyor/Director of Public Works Department. 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 protected by new ductile iron monument wells. The Contractor shall supply a new ductile iron monument well for each monument and horizontally position the monument well per the direction of the licensed land surveyor or registered civil engineer after the placement of the new pavement. The Contractor shall place a 12 inch wide, 12 inch deep P.C.C. concrete ring concentric with the exterior of the monument well per the County of Imperial Standards at the time the monument well is placed. Corner Records or a Record of Survey as appropriate shall be filed by the licensed land surveyor or registered civil engineer authorized to practice land surveying.

The Contractor shall be paid for preservation/perpetuation of survey monuments/benchmarks on a lump sum basis for all survey monument/benchmark to be preserved/perpetuated for all road locations encompassed in this project. 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 3/8 inches below the new finish pavement surface; 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 Subdivision Map Act, the Professional Land Surveyors Act and to the satisfaction of the County Surveyor/Director of Public Works Department.

In the event that additional survey monument/benchmark are identified after the initial survey, monument/benchmark must be preserved/perpetuated with no additional compensation therefore.

10-1.18 EROSION CONTROL– Stormwater Best Management Practices (BMP) shall be placed. Full compensation for providing all BMP items and responsibilities shall be considered as included in the lump sum item for Erosion Control and no additional payment shall be made therefore.

As a minimum the following BMP's shall be installed:

- Temporary Drainage inlet protection – Gravel bags shall be placed around existing and proposed storm drain inlets to prevent sediment from entering drain system.
- Placement of fiber rolls along the existing flow lines along the construction road. (Both Sides)
- Stabilized Construction entrance

10-1.19 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 engineer, they will become the basis for compensation for any Time and Material work requested by the County. 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 engineer. Additionally, use of the Time and Material Allocation will be at the sole discretion of the County. All or any portion of the allocation amount may be deleted from the Contract. The Time and Material allocation for this project shall be \$20,000. This is the number to be used for the bid proposals schedule.

10-1.20 CLASS II BASE SHOULDER BACKING – This work shall consist of furnishing, placing, grading, and compacting Class II Aggregate Base adjacent to shoulders to eliminate any drop off 50mm or greater on all roads pertaining to this project. This material shall be placed at the locations directed by the Engineer. The Class II Aggregate Base shall not be larger than 40 mm in size. This material shall be graded and compacted to the satisfaction of the Engineer. The area of shoulder backing placed will depend on the field geometry of the shoulder area.

The quantity to be paid for shall be the estimated quantity of linear foot of material properly placed, graded and compacted along the edge of the paved shoulder. The unit price bid for this item shall include all cost of furnishing, placing, grading and compacting shoulder backing material and no additional payment will be allowed therefore.

10-1.21 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 (general liability insurance, workman's compensation insurance, vehicle insurance, etc.), and bonds (performance, payment, etc.). Providing copies to the ENGINEER. Paying the fees, taxes and freight costs;
2. Obtaining a staging area(s);

3. Moving onto the Jobsite all of CONTRACTOR'S plant and equipment as required;
4. Developing construction water supply;
5. Providing restroom facilities;
6. 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;
7. Submitting all required Subcontractor insurance certificates and bonds;
8. Posting all CAL/OSHA required notices and establishment of safety programs;
9. Having the CONTRACTOR'S representative at the Jobsite full time;
10. Furnishing of Construction Schedule, Contract Price Breakdown (Schedule of Values) and Submittal Schedules;
11. Complying with the Air Pollution Control District Requirements and paying the associated Fees;
12. Providing Construction Staking;
13. Completing and providing all Caltrans LAPM forms required by County prior to, during and after construction activities; and
14. Paying other miscellaneous fees.

All costs incurred for the mobilization and the associated work and any other work items not specifically included in other bid items shall be included in the Bid Item for the "Mobilization" cost and no additional compensation shall be provided therefore.

10-1.22 SURVEYING AND CONSTRUCTION STAKING – The contractor shall use a land surveyor licensed in the state of California.

Surveyor to verify both horizontal and vertical control and existing conditions. Surveyor to set local horizontal and vertical intervisible control on project site. Read and comprehend plans and resolve minor discrepancies, should any exist. Contractor shall preserve and, if necessary, surveyor shall perpetuate all existing horizontal and vertical monumentation.

Stakes and marks will be set by the surveyor sufficient to establish the lines and grades required for the completion of the work delineated on the plan set. The exact number of staking sets, horizontal location of construction stakes and associated grades required shall be decided at the pre-con meeting and may include any or all of the following: project limits, demolition limits, alignment, rough grade, final grade, slope stakes, face of curb, sanitary sewer, waterline, storm drain, utilities and other staking as requested. Any cost to refresh and/or replace stakes is the sole responsibility of the Contractor. Cut sheets shall be provided to the County.

The Contractor shall provide a full set of field marked as-built plans including as in-field exclusions, revisions and/or changes to the original plan set.

If additional Surveying is required for any work specified in this Special Provisions, i.e. digouts, it shall be at the contractor's expense.

Full compensation for providing Surveying work shall be considered as included in the lump sum item for "Surveying and Construction Staking" and no separate payment shall be therefore.

10-1.23 SANITARY SEWER MANHOLE ADJUSTMENTS – Manhole and Water Valve Covers Adjustments in County roads shall conform to the provisions in Section 15-2.10, "Adjust", of the Standard Specifications and these special provisions. See list below with quantities for informational purposes, refer to the improvement plans for more information:

- **10 Sewer Manholes**

In the event additional manholes/water valves are found after bidding the Contractor shall be responsible for adjusting to grade per bid item.

Adjust frames, covers grates, sewer/storm drain manholes, and water valves by lowering before cold planning or grinding the surface and rising after paving or surfacing.

Contractor to lower the sanitary sewer or stormwater manhole frame and cover to 0.30-feet below grade prior to paving activities.

Contractor to adjust the existing sanitary sewer or stormwater frame and cover to finish grade after paving operations are complete.

Before opening the lane to traffic, either (1) complete permanent paving or surfacing or (2) temporarily fill any depressions with Asphalt Concrete. In addition, place a 12-inch deep 12-inch wide, 5000 psi concrete ring around the exterior circumference of the manhole. Please refer to sewer/storm drain manhole cover and water valve cover detail on Sheet 14 of the improvement plans.

If existing valves caps, manhole rings or covers are damaged or in the opinion of the Engineer should be discarded and replaced, the Contractor shall furnish said cover, valve cap and rings at their sole expense.

Where paving or surfacing work is shown, do not adjust to final grade until the adjacent pavement or surfacing is complete.

For a structure that is to be raised, remove the cover or frame and trim the top of the structure to provide a suitable foundation for the new material.

Instead of using new materials similar in character to those in the existing structure, you may use raising devices to adjust a manhole to grade. Before starting paving work, measure, fabricate, and install raising devices. Raising devices must:

1. Comply with the specification for Section 75 of the Standard Specifications except that galvanizing is not required
2. Have a shape and size that matches existing frame
3. Be match marked by painting identification numbers on the device and corresponding structure
4. Result in an installation that is equal to or better than the existing one in stability, support, and nonrocking characteristics
5. Be fastened securely to the existing frame without projections above the surface of the road or into the clear opening

If a manhole cover is unstable or noisy under traffic, place a coil of asphalt-saturated rope, a plastic washer, or asphaltic compound on the cover seat. Before placement, obtain authorization for use of the material.

Full compensation for furnishing and placing the adjusting devices used for all manhole and water valve cover adjustments including the concrete ring placed around the manhole/valve shall be paid for the contract item price of each "Sanitary Sewer Manhole Adjustment" and no separate payment shall be made therefor.

10-1.24 REMOVE AC PAVEMENT / CONCRETE

The Engineer determines the rectangular limits of unsound AC Pavement/concrete. Before removing pavement/concrete, mark the saw cut lines and spall repair area on the pavement surface.

Where a portion of the existing A.C. pavement, P.C.C. sidewalk, P.C.C. curb and gutter, and P.C.C. cross gutter are to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to full depth before removal.

Do not remove pavement/concrete until the Engineer verbally authorizes the saw cut area.

Use a power-driven saw with a diamond blade.

Remove pavement/concrete as shown and:

1. From the center of the repair area towards the saw cut
2. To the full saw cut depth
3. At least 2 inches beyond the saw cut edge to produce a rough angled surface

Produce a rough surface by chipping or other removal methods that do not damage the pavement/concrete remaining in-place. Completely remove any saw overcuts. Pneumatic hammers used for concrete removal must weigh 15 pounds or less.

If contractor damages Asphalt Concrete pavement or concrete outside the removal area, enlarge the area to remove the damaged pavement/concrete at no extra cost to the County.

If dowel bars are exposed during removal, remove concrete from the exposed surface and cover with duct tape.

Full compensation for sawcutting the existing surfacing shall be paid in accordance with the contract price per linear foot for "Sawcut A.C. Pavement and P.C.C. Pavement".

10-1.25 PORTLAND CEMENT CONCRETE PAVEMENT -- The work performed in connection with Portland Cement Concrete pavement shall conform to the provisions in Section 40, "Portland Cement Concrete Pavement," of the Standard Specifications and these special provisions.

This work shall consist of constructing a pavement of Portland Cement Concrete on a prepared subgrade as specified in these specifications and the special provisions.

At the option of the Contractor, pavement shall be constructed with equipment utilizing stationary side forms or by the use of slip-form paving equipment.

Unless otherwise provided, pavement shall be constructed of Class 3 concrete and shall conform to the provisions in Section 90, "Portland Cement Concrete."

The Contractor shall make adequate advance arrangements for preventing delay in delivery and placing of the concrete. An interval of more than 45 minutes between placing of any 2 consecutive batches or loads shall constitute cause for stopping paving operations, and the Contractor shall make a contact joint at the Contractor's expense at the location and of the type directed by the Engineer in the concrete already placed.

Slip-form paving and finishing machines shall be in satisfactory adjustment and operational condition. Prior to placing concrete, the Contractor shall demonstrate proper adjustment of all screeds and floats on slip-form pavers by measurements from grade stakes driven to known elevation. Satisfactory operation and adjustment of all propulsion and control equipment, including pre-erected grade and alignment lines, shall be demonstrated by moving slip-form pavers and finishing machines over a 500-foot length of prepared subgrade with all propulsion and control equipment fully operational.

Unless otherwise required by these specifications, the plans or the special provisions, pavement shall be constructed in full lane widths separated by contact joints, or monolithically in multiples of full lane widths with a longitudinal weakened plane joint at each traffic lane line.

Concrete shall be placed while fresh. The use of water for retempering any concrete will not be permitted.

Any concrete showing improper proportions of materials, including water, shall not be used in the pavement, and the unsatisfactory concrete shall be removed and disposed of by the Contractor at the Contractor's expense.

PAYMENT: The contract price paid per cubic yard for "4-Inch P.C.C. Concrete" and "7-Inch P.C.C. Concrete Pavement (Including Rebar)" shall include full compensation for furnishing all labor, materials (Including cement in the amount specified), tools, equipment, and incidentals,

and for doing all the work involved in constructing the portland cement concrete pavement, complete in place, as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer.

Full compensation for furnishing and applying asphaltic emulsion prior to placing concrete pavement on cement treated permeable base; for constructing and repairing all joints; for performing all profile checks for Profile Index and furnishing final profilograms to the Engineer; for grooving and grinding required for final finishing; and for removing, replacing and payment for deficient thickness shall be considered as included in the contract price paid per cubic yard for "4-Inch P.C.C. Concrete" and "7-Inch P.C.C. Concrete Pavement (Including Rebar)" and no separate payment will be made therefor.

10-1.26 CRACK SEALING – The crack sealant shall be composed of a hot-applied elastically modified asphalt composition. The crack sealant shall be produced for hot climates.

PROCEDURE

The crack sealant shall be melted in a jacketed double boiler type melting unit which is equipped with both agitation and recirculation systems. The temperature of the heat transfer oil in the melting unit should not exceed 525°F (274°C) during melting of the sealant. The melting unit must be capable of safely heating the sealant to 410°F (210°C). The melting unit shall comply with the requirements of application equipment in Appendix X1.1 of ASTM D3405. Prior to applying the sealant, it should be heated to a temperature between the recommended pour temperature and the safe heating temperature as illustrated on the sealant containers. Temperatures exceeding the safe heating temperature will reduce the application life of the crack sealant. The pavement surface temperature shall be greater than 40°F prior to the application of the crack sealant. The pavement surface shall be dry. Cracks and joints shall be cleaned using appropriate routing, brushing or blowing operations to provide sufficient contact bonding surfaces. The Contractor shall apply a herbicide to any cracks which exhibit vegetative growth 0 days prior to the commencement of construction activities. Contractor shall sweep the streets to be crack sealed within two (2) weeks prior to crack sealing. The cracks shall be free from dust, moisture, debris, loose particles and other contaminants. Cracks 1/8 inch wide or greater shall be routed to a minimum width of 3/8 inch (1 cm) and a minimum depth of 1/2 inch (1.3 cm). The crack depth to width ratio shall not exceed 2 to 1 prior to applying the crack sealant. Following appropriate cleaning, sealant shall be applied to a slightly overfilled condition and then leveled with a squeegee in a narrow (2 to 4 inch wide) band across the crack with an overlap beyond the crack edges. Sealant height shall not exceed 1/8-inch (3 mm) above the pavement surface. A Crafcro DETACK product or an approved equal shall be applied to the crack sealant product after application to reduce the tackiness and resultant "tracking" of the sealant by vehicular traffic.

The crack sealant shall be in accordance with the following specifications:

TEST

Cone penetration (ASTM D5329)
Resilience (ASTM D5329)
Softening Point (ASTM D36)

SPECIFICATION

15-45
30% Minimum
200°F (93°C) Minimum

Ductility, 77°F (25°C) (ASTM D113)	30 cm Minimum
Flexibility (Crafco Procedure)	Pass at 30°F (-1°C)
Asphalt Compatibility (ASTM D5329)	Pass
Bitumen Content (ASTM D4)	60% Minimum
Tensile Adhesion (ASTM D5329)	400% Minimum
Safe Heating Temperature	400°F (204°C)
Recommended Pour Temperature	380°F (193°C)

The crack sealant shall be a Crafco Polyflex Type 3 material or an approved equal. After the crack sealant material is applied, the debris, loose particles, dirt and pavement residue resultant from the crack cleaning and routing operation shall be removed and disposed of by the Contractor. The Contractor shall remove and dispose of the material resultant from the crack sealing cleaning operation with a vacuum street sweeper at the conclusion of each work day. The street area subject to crack sealing shall be closed to traffic until the crack sealant has sufficiently cured and is not subject to "tracking" by vehicular traffic.

If equipment being used requires the cleaning out of pumps and plumbing, follow the manufacturer's clean out instructions. If solvent is used for clean out, insure that the solvent does not contaminate the sealant because sealant dilution and flash problems may occur.

Pallets of boxed product are protected with a weather resistant covering. During storage, the protective wrap must be kept on the pallets to prevent boxes from getting wet. If boxes are subjected to moisture, they may lose strength and crush resulting in pallet leaning. If rips in the pallet covering occur during handling, they should be repaired to help maintain packaging integrity. Pallets should be stored on a level surface which is dry and has good drainage. Pallets should be not stacked because crushing of bottom layer may occur. Sealant material properties are not affected by packaging deterioration.

Since these sealants are heated to elevated temperatures, it is essential that operations be conducted in manners which assure safety of personnel. All associated with use of the material need to be aware of the hazards of using hot applied materials and safety precautions. Before use, the crew should read and understand product use and safety information on each box of sealant and the products MSDS. This sheet which is supplied with each shipment, describes the characteristics of the product as well as any potential health hazards and precautions for safe handling and use. User should check D.O.T. requirements for transportation at elevated temperatures above 212°F (100°C).

Skin contact with hot applied materials cause burns. Overexposure to fumes may cause respiratory tract irritation, nausea, or headaches. Appropriate precautions need to be taken to prevent contact with the hot material and to avoid inhalation of fumes for everyone in the vicinity of the sealing operation. Safety precautions should include: (1) Protective clothing to prevent skin contact with hot material; (2) Care when adding blocks of product to melters to reduce splashing; (3) Careful operation and control of wands or pour pots which are used to apply product; (4) Traffic and pedestrian control measures which meet or exceed local requirements to prevent access to work areas while product is still in a molten state; (5) Avoidance of material fumes; (6) Proper application configurations with a minimum amount of excesses of material; and (7) Appropriate cleanup of excessive applications or products spills.

MEASUREMENT AND PAYMENT

Crack treatment is measured by square yard.

The contract price paid per square yard of "Crack Sealing" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in treating cracks, complete in place, including crack treatment of shoulders, applying sand and sweeping excess sand, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.27 GLASPAVE 50 PAVING FABRIC (GEOTEXTILE FABRIC)

DESCRIPTION

This work shall consist of furnishing and placing a Glaspave 50 Paving Fabric or an approved equal asphalt overlay geotextile (paving fabric) beneath a pavement overlay or between pavement layers to provide a crack-retarding layer.

MATERIAL REQUIREMENTS

Paving Fabric: The paving fabric will be a staple fiber, needle-punched, nonwoven material consisting of at least 85 percent by weight polyolefins, polyesters or polyamides. The paving fabric shall be resistant to chemical attack, rot and mildew and shall have no tears or defects that will adversely alter its physical properties. The fabric shall be specifically designed for pavement applications and be heat-set on one side to reduce bleed-through of tack coat and to minimize fabric pick-up by construction equipment during installation. The fabric shall meet the physical requirements specified in Table 1.

Tack Coat: The tack coat used to impregnate the fabric and bond the fabric to the pavement shall be the same grade asphalt cement as used in the hot mix asphalt. A cationic or anionic emulsion may be used as approved by the engineer. The contractor shall follow the recommendations of the paving fabric manufacturer when an asphalt emulsion is used. The use of cutbacks or emulsions that contain solvents shall not be permitted.

CONSTRUCTION AND INSTALLATION REQUIREMENTS

Shipping and storage: The paving fabric shall be kept dry and wrapped such that it is protected from the elements during shipping and storage. If stored outdoors, the fabric shall be elevated and protected with a waterproof cover. The paving fabric shall be labeled in accordance with ASTM D 4873-88, "Standard Guide for identification, Storage, and Handling of Geotextiles."

Weather Limitations: The air and pavement temperatures shall be at least 50° F and rising for placement of asphalt cement and shall be at least 60° F and rising for placement of asphalt emulsion. Neither asphalt tack coat nor paving fabric shall be placed when weather conditions are not suitable, in the opinion of the Engineer.

Surface preparation: The pavement surface shall be dry and be thoroughly cleaned of all dirt and oil to the satisfaction of the engineer. Cracks 1/8" wide or greater shall be cleaned and filled with suitable bituminous material or by a method approved by the Engineer. Crack filling material shall be allowed to cure prior to placement of paving fabric. Potholes and other pavement distress shall be repaired. Repairs shall be performed as directed by the Engineer.

Tack Coat Application: The tack coat shall be applied using a calibrated distributor spray bar. Hand spraying, squeegee and brush application may be used in locations where the distributor truck cannot reach. Every effort shall be made to keep hand spraying to a minimum.

The tack coat shall be applied uniformly to the prepared, dry pavement surface. The tack coat application rate must be sufficient to saturate the fabric and to bond the fabric to the existing pavement surface. The tack coat application rate shall be 0.22 to 0.30 gallons per square yard as required by the roadway surface and environment conditions. When using emulsions, the application rate must be increased as directed by the engineer to offset the water content of the emulsion. Within street intersections, on steep grades or in other zones where vehicle speed changes are common, the normal application rate shall be reduced by about 20 percent as directed by the engineer, but to no less than 0.20 gallons per square yard.

The temperature of the tack coat shall be sufficiently high to permit a uniform spray pattern. For asphalt cements, the minimum temperature shall be 290° F. To avoid damage to the fabric, distributor tank temperatures shall not exceed 325° F. For asphalt emulsions, the distributor tank temperatures shall be maintained between 130° F and 160° F.

The target width of the tack coat application shall be equal to the paving fabric width plus 6". Tack coat application shall be wide enough to cover the entire width of the fabric overlaps. The tack coat shall be applied only as far in advance of paving fabric installation as is appropriate to ensure a tacky surface at the time of paving fabric placement. Traffic shall not be allowed on the tack coat. Excess tack coat shall be cleaned from the pavement.

Paving Fabric Placement: The paving fabric shall be placed onto the tack coat using mechanical or manual laydown equipment capable of providing a smooth installation with a minimum amount of wrinkling or folding. The paving fabric shall be placed before the asphalt cement tack coat cools and loses its tackiness. Paving fabric shall not be installed in areas where the overlay asphalt tapers to a minimum compacted thickness or less than 1.5"

When asphalt emulsions are used, the emulsion shall be allowed to cure properly such that essentially no water moisture remains prior to placing the paving fabric. Fabric wrinkles severe enough to cause folds shall be slit and laid flat. Brooming and/or rubber-tire rolling will be required to maximize paving fabric contact with the pavement surface. Additional hand-placed tack coat may be required at overlaps and repairs as required by the engineer.

Turning of the paver and other vehicles shall be done gradually and kept to a minimum to avoid movement and damage to the paving fabric. Abrupt starts and stops shall also be avoided. Damaged fabric shall be removed and replaced with the same type of fabric and a tack coat.

Joints and Overlaps: At joints, fabric rolls shall overlap by 1" to 3". End joints and joints from repair of wrinkles should be made to overlap or "shingle" in the direction that the pavement

overlay will be placed. Overlaps of adjacent rolls may be as great as 6" to accommodate variations between the width of the roadway and the paving fabric. Excess fabric shall be cut and removed to ensure that overlaps of adjacent rolls do not exceed 6". A uniform application of tack coat shall be applied between all fabric overlaps. Any locations that do not have tack between the overlaps shall be corrected by manual placement of tack coat prior to overlay construction.

All areas with paving fabric placed will be paved the same day. No traffic except necessary construction traffic will be allowed to drive on the paving fabric.

Overlay Placement: Asphalt overlay construction shall closely follow placement. All areas in which paving fabric has been placed will be paved during the same day. Excess tack coat that bleeds through the paving fabric shall be removed. Excess tack coat can be removed by broadcasting hot mix or sand on the paving fabric. Excess sand or hot mix should be removed before beginning the paving operation. In the event of rainfall on the paving fabric prior to the placement of the asphalt overlay, the paving fabric must be allowed to dry completely before asphalt is placed. Overlay asphalt thickness shall meet the requirements of the contract drawings and documents. The minimum compacted thickness of overlay asphalt shall not be less than 1.5" in areas of paving fabric installation.

MEASUREMENT AND PAYMENT

The contract item for paving fabric is measured by the square feet for the actual area placed. Overlaps are not measured for payment.

The contract price paid per square feet for "Glaspave 50 Paving Fabric" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing geogrid, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.28 ROADSIDE SIGNS - Roadside signs shall be furnished and installed at the locations shown on the plans or where designated by the Engineer and in conformance with the provisions in Section 56-2, "Roadside Signs," of the Standard Specifications and these special provisions.

The contract price paid to "Temporary Remove and Install Stop Sign" shall include full compensation for furnishing all labor, materials (except State-furnished materials), tools, equipment, and incidentals, and for doing all the work involved in removing and resetting roadside signs, complete in place, including the installation of sign panels, as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer, and no separate payment shall be made therefore.

10-1.29 PERMITTING WITH THE QUECHAN TRIBE – All provisions for permitting with the Quechan Tribe including all work, materials, fees, and conditions that are required from said Tribe (excluding TERO fees or Cultural Monitoring fees) shall be considered part of this contract and shall be performed or provided by the Contractor. It shall be the responsibility of the Contactor to secure all necessary Quechan Tribe permits, licenses (such as Business License fees and Revocable Permit fees) prior to starting work.

For projects where mobilization is limited to the County's Right of Way, no TERO fees are to be assessed. However, if the contractor mobilizes within the tribal lands outside the County's ROW, the contractor may be subject to TERO fees and any other applicable fees from the Tribe. All permitting and provisions from the Tribe shall be the responsibility of the contractor and considered included in the various items of work and no additional payment shall be made therefor.

10-1.30 ENVIRONMENTAL MITIGATION – The following conditions apply to this project and shall be complied by the contractor.

BIOLOGY CONDITIONS:

- No removal of vegetation is necessary, or will be authorized, as part of the proposed project activities.
- Staging or storage areas will occur in paved areas or level areas devoid of vegetation or animal burrows.
- Shoulder backing shall be placed in bare areas or areas where shoulder backing already exists and will avoid animal burrows.
- If modifications are made to the project plans, such as identification of staging areas, the Office of Environmental Stewardship and Ecological Studies must be notified so that a reevaluation may be completed.
- Possible work debris or runoff shall be restricted to the work area directed away from the drainages to prevent into the waterways.

SPECIES PROTECTION:

Construction should be done Sept 1-Jan 31 to avoid the burrowing owl nesting season. Alternatively, for construction between February 1 and August 31, a qualified biologist shall conduct a pre-construction survey for burrowing owls covering all accessible, potential owl habitat within 500 feet.

Disturbance to active burrows will be avoided. If any active burrows are found, hay bales, or other temporary barriers would be placed to shelter burrowing owls in place, if determined to be warranted by the biologist. Visible markers may also be placed at the discretion of the biologist. The biologist will also be present during work near occupied burrows, working with the resident engineer/inspector and contractor to avoid impacts.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work to comply with the environmental section shall be considered as included in all bid items of work, and no separate payment will be made therefore.

10-1.31 REPAIR A.C. DIKE – Asphalt concrete dikes shall be repaired at the locations shown on the plans or where designated by the Engineer and in conformance with the provisions in Section 39-2, "Hot Mix Asphalt," of the 2018 State of California Department of Transportation Standard Specifications and these special provisions.

General

For miscellaneous areas and dikes:

1. Choose the aggregate gradation from:
 - 1.1. 3/8-inch Type A HMA aggregate gradation
 - 1.2. 1/2-inch Type A HMA aggregate gradation
 - 1.3. dike mix aggregate gradation
2. Choose asphalt binder Grade PG 64-10, PG 64-16 or PG 70-10.
3. Minimum asphalt binder content must be:
 - 3.1. 6.40 percent for 3/8-inch Type A HMA aggregate gradation
 - 3.2. 5.70 percent for 1/2-inch Type A HMA aggregate gradation
 - 3.3. 6.00 percent for dike mix aggregate gradation

If you request and the Engineer authorizes, you may reduce the minimum asphalt binder content.

Aggregate gradation for dike mix must be within the Target Value (TV) limits for the specified sieve size shown in the following table:

Dike Mix Aggregate Gradation (Percentage Passing)

Sieve size	Target value limit	Allowable tolerance
1/2"	100	--
3/8"	---	95 - 100
No. 4	73-77	TV ± 10
No. 8	58-63	TV ± 10
No. 30	29-34	TV ± 10
No. 200		0 - 14

Construction

Prepare the area to receive HMA for miscellaneous areas and dikes, including excavation and backfill as needed.

Spread the HMA in miscellaneous areas in 1 layer and compact to the specified lines and grades.

In median areas adjacent to slotted median drains, each layer of HMA must not exceed 0.20 foot maximum compacted thickness.

The finished surface must be:

1. Textured uniformly
2. Compacted firmly
3. Without depressions, humps, and irregularities

Dikes shall be shaped and compacted with an extrusion machine or other equipment capable of shaping and compacting the material to the required cross section.

Payment

Full compensation for furnishing all labor, materials (e.g. asphalt concrete), tools, equipment, incidentals, any necessary excavation, backfill, preparation of the area, and for doing all the work

involved in repairing the A.C. dike shall be considered as included in the contract price per linear foot for "Repair A.C. Dike", and no separate payment will be made therefore.

10-1.32 Barrier Curb – The work performed in connection with constructing portland cement concrete barrier curbs shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks" of the Standard Specifications and these special provisions.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in forming and constructing a P.C.C. barrier curb shall be considered as included in the contract price paid per linear foot of "Install 6-Inch Barrier Curb", and no separate payment will be made therefore.

SECTION 11. (BLANK)

SECTION 12. (BLANK)

SECTION 13. (BLANK)

**PART IV
SPECIAL PROVISION – OTHER AGENCY REQUIREMENTS**

PART V
DOCUMENTS TO BE EXECUTED BY BIDDER

(Because some colored inks will not reproduce in copy machines, please use black ink to complete this proposal.)
(DO NOT DETACH)

PROPOSAL TO THE COUNTY OF IMPERIAL

DEPARTMENT OF PUBLIC WORKS
County Project No. 6574

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE NO: AREA CODE () _____

FAX NO: AREA CODE () _____

CONTRACTOR LICENSE NO. _____

PUBLIC WORKS CONTRACTOR REGISTRATION NO. _____

The work for which this proposal is submitted is for construction in accordance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates) The project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the 2006 California Department of Transportation Standard Plans, the 2006 Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions for the work to be done are dated September 22, 2020 and are entitled:

**COUNTY OF IMPERIAL
DEPARTMENT OF PUBLIC WORKS**

**NOTICE TO BIDDERS
SPECIAL PROVISIONS
PROPOSAL AND BID BOOK
FOR**

**OVERLAY OF PICACHO ROAD FROM WINTERHAVEN DRIVE TO QUECHAN
DRIVE IN IMPERIAL COUNTY
State Aid Project No. LPPSB1L-5958 (115)
County of Imperial Project No. 6574**

The project plans for the work to be done were adopted: September 22, 2020 and are entitled:

**OVERLAY OF PICACHO ROAD FROM WINTERHAVEN DRIVE TO QUECHAN
DRIVE IN IMPERIAL COUNTY
State Aid Project No. LPPSB1L-5958 (115)
County of Imperial Project No. 6574**

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

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

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

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

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

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

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

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the *County of Imperial*, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *County of Imperial* that the contract has been awarded, the *County of Imperial* may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the *County of Imperial*.

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

BID ITEM LIST

Item No.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	ITEM PRICE (in figures)	TOTAL (in figures)
1	Mobilization	LS	1		
2	Traffic Control & Construction Area Signs	LS	1		
3	Asphalt Concrete - 1.25", 1.5" to 2" and 2" Cap	TON	1,614		
4	Asphalt Concrete - 1" Leveling Course	TON	31		
5	Asphalt Concrete - 6" Digout	TON	10		
6	Glaspave 50 Paving Fabric	SF	3,356		
7	Class II Base - 12" Digout-(Beneath P.C.C and A.C. Pavement)	TON	201		
8	Class II Base Shoulder Backing	LF	5,604		
9	Crack Sealing	SY	13,000		
10	4-Inch P.C.C. Concrete	CYD	2		
11	7-Inch P.C.C. Concrete Pavement (Including Rebar)	CYD	53		
12	Install 6-inch Barrier Curb	LF	59		
13	Repair A.C. Dike	LF	20		
14	Sanitary Sewer Manhole Adjustment	EA	10		
15	Temporary Remove and Install Stop Sign	EA	2		
16	Grinding - 2"	SY	13,200		
17	Header Cut Grinding	SY	266		
18	Grinding P.C.C. and A.C. (1.5" to 2" and 1.25" per Improvement Plans)	SY	260		
19	Saw Cut A.C. Pavement and P.C.C. Pavement	LF	172		
20	Roadwork Excavation, EarthWork,& Hauling including Removal and Disposal of A,C. Pavement and P.C.C. Pavement	CYD	162		
21	Paint Striping & Signage	LS	1		
22	Surveying and Construction Staking	LS	1		
23	Monument Preservation/Perpetuation	LS	1		
24	Erosion Control	LS	1		
25	Time and Material Allocation	LS	1	\$20,000.00	\$20,000.00

Total _____

Accompanying this proposal is _____

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

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

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

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

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

License No. _____ Classification(s) _____

ADDENDA

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

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

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____



Signature and Title of Bidder

Business Address _____

Place of Business _____

Place of Residence _____

**COUNTY OF IMPERIAL
DEPARTMENT OF PUBLIC WORKS
BIDDER'S BOND**

We, _____ as Principal, and _____

as Surety are bound unto the County of Imperial, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____

(Copy here the exact description of work, including location as it appears on the proposal)

for which bids are to be opened at _____ on _____
(Insert place where bids will be opened) (Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 20__ .

Principal

Surety
By _____
Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
County of Imperial, SS

On this _____ day of _____ in the year 20__ before me

_____, personally appeared _____,
Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL) _____
Notary Public

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.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID**

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

**To the County of Imperial
Department of Public Works**

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

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

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

The Bidder shall list the name and address, Contractor license number, and description of portion of work subcontracted of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions of the Standard Specifications and of the special provisions.

LIST OF SUBCONTRACTORS

Business Name and Location	California Contractor License Number	Description of Portion of Work	Bid Items Numbers	Percentage of Bid Item Subcontracted

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

Signature

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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.

DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

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

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

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

SF-LLL-Instructions Rev 05/04-99 (ENDIF)

PART VI
DOCUMENTS TO BE EXECUTED BY THE SUCCESSFUL BIDDER
(FOR INFORMATION ONLY)

MINIMUM INSURANCE AMOUNTS

Construction contract (Agreement for Services) form and content is included.

Insurance Minimum Amounts *

<u>Insurance</u>	<u>Minimum Limit *</u>
Workers Compensation, Coverage A	Statutory
Employers Liability, Coverage B	\$1 million
Comprehensive General Liability (Including Contractual Liability):	
Bodily Injury	\$2 million per occurrence \$5 million aggregate
Property Damage	\$2 million per occurrence \$5 million aggregate
Comprehensive Automobile Liability (Owned, hired & non-owned vehicles)	
Bodily Injury	\$1 million per occurrence
Property Damage	\$1 million per occurrence
Professional Liability/Errors and Omissions	\$1 million per occurrence

An endorsement covering any explosion collapse and underground exposures, "XCU", in the Commercial General Liability policy is required.

*Minimums subject to additional review after bid opens.

1 **AGREEMENT FOR CONSTRUCTION SERVICES**

2 «Consultant_Business_Name»

3 THIS AGREEMENT FOR CONSTRUCTION SERVICES (“Agreement”), made and entered into
4 effective the ____ day of _____, 2020, by and between the COUNTY OF IMPERIAL, a political
5 subdivision of the State of California, through its Department of Public Works (“COUNTY”) and
6 «Consultant_Business_Name», a «Consultant_Business_Type» licensed to do business within the state of
7 California (“CONTRACTOR”) (individually, “Party;” collectively, “Parties”) shall be as follows:

8 **RECITALS**

9 **WHEREAS**, COUNTY desires to retain a qualified individual, firm or business entity to provide
10 professional construction services for Imperial County Project Number «Project_Number»,
11 «Project_Name» (“Project”); and

12 **WHEREAS**, COUNTY wishes to engage CONTRACTOR for performance of such services as are
13 provided for herein and CONTRACTOR is willing to accept such engagement.

14 **NOW, THEREFORE**, COUNTY and CONTRACTOR have and hereby agree to the following:

15 1. **DEFINITIONS.**

16 1.1. “Invitation for Bid” shall mean the document entitled, “«Name_of_RFP»,” dated
17 «Date_of_RFP», which includes all special notices, addendums, exhibits and Plans and
18 Specifications as defined in Paragraph 1.3. The Invitation for Bid is attached hereto as
19 **Exhibit “A”** and incorporated herein as though fully set forth.

20 1.2. “Proposal” shall mean CONTRACTOR’s document entitled “«Name_of_Proposal»,”
21 dated «Date_of_Proposal» and submitted to the Clerk of the Board. The Proposal is
22 attached hereto as **Exhibit “B”** and incorporated herein as though fully set forth.

23 1.3. “Plans and Specifications” shall mean the plans and specifications approved by the
24 Director of Public Works, or his/her designee, for Project Number «Project_Number».
25 While COUNTY is responsible for the completeness and accuracy of the Plans and
26 Specifications for the Project, CONTRACTOR is required to review the Plans and
27 Specifications and promptly report any errors or omissions to COUNTY.

28 2. **CONTRACT COORDINATION.**

- 1 2.1. The Director of Public Works or his/her designee shall be the representative of COUNTY
2 for all purposes under this Agreement. The Director of Public Works or his/her designee
3 is hereby designated as the Contract Manager for COUNTY. He/she shall supervise the
4 progress and execution of this Agreement.
- 5 2.2. CONTRACTOR shall assign a single Contract Manager to have overall responsibility for
6 the progress and execution of this Agreement. Should circumstances or conditions
7 subsequent to the execution of this Agreement require a substitute Contract Manager for any
8 reason, the Contract Manager designee shall be subject to the prior written acceptance and
9 approval of COUNTY's Contract Manager.
- 10 3. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR
- 11 3.1. CONTRACTOR shall furnish all work, labor, tools, equipment, materials, supervision,
12 scheduling, coordination and contract administration necessary to construct and complete
13 the Project in a good, expeditious, workman-like and substantial manner under the terms of
14 and in full and complete compliance with this Agreement ("Work").
- 15 3.2. CONTRACTOR shall comply with and perform work consistent with all terms,
16 conditions and requirements of the Plans, Specifications, the Invitation for Bids and this
17 Agreement.
- 18 3.3. All described work shall be constructed, installed, placed and performed in conformance
19 with the Plans and Specifications and all Special Provisions contained therein and as directed
20 by COUNTY's engineer.
- 21 3.4. In the event of a conflict among this Agreement, the Invitation for Bid and the Proposal, the
22 Invitation for Bid shall take precedence over the Proposal and this Agreement shall take
23 precedence over both.
- 24 3.5. CONTRACTOR shall perform such other tasks as necessary and proper for the full
25 performance of the obligations assumed by CONTRACTOR hereunder, including but not
26 limited to any additional work or change orders agreed upon pursuant to written
27 authorization as described in Section 5. Proposed additional work or change order requests,
28 when applicable, will be attached and incorporated herein under **Exhibit "B"** (as "B-1," "B-

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2," etc.).

4. **TRENCHING REQUIREMENTS AND UTILITY RELOCATION.**

4.1. **Four Feet (4') Below the Surface.** In the event the Project involves digging trenches or other excavations that extend deeper than four feet (4') below the surface, CONTRACTOR shall:

4.1.1. Promptly, and before the following conditions are disturbed, notify COUNTY, in writing, of any:

- (a) Material that CONTRACTOR believes may be material that is hazardous waste, as defined in Health & Safety Code §25117, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law;
- (b) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; and
- (c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

4.1.2. In response to any written notice generated pursuant to Subparagraph 4.1.1, COUNTY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of any part of the Work, COUNTY shall issue a change order under the procedures described in this Agreement.

4.1.3. In the event that a dispute arises between COUNTY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the Work, CONTRACTOR shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all Work

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to be performed under this Agreement. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.

4.2. Trenching Requirements – Project in Excess of Twenty-Five Thousand Dollars (\$25,000) and Five Feet (5’) Below the Surface. For projects involving both an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) and the excavation of any trench five feet (5’) or more in depth, CONTRACTOR shall submit a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench. The plan must be accepted by COUNTY (or by a registered civil or structural engineer, employed by COUNTY, to whom authority to accept has been delegated) in advance of excavation. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this Paragraph shall allow CONTRACTOR to use a shoring, sloping, or protective system less effective than that required by California Construction Safety Orders. Further, nothing in this Paragraph shall be construed to impose tort liability on COUNTY or any of its employees.

4.3. Utilities Relocation. In the event that CONTRACTOR, in the scope of work, encounters utilities not shown on COUNTY’S plans, COUNTY shall compensate CONTRACTOR for utilities relocation work. COUNTY shall also waive liquidated damages for any delay that occurs as a result of said encounter and/or relocation of utilities.

5. CHANGE ORDERS.

5.1. Change Orders. CONTRACTOR shall make no changes to the Work to be performed pursuant to this Agreement, including but not limited to additions, deletions, modifications or substitutions, nor shall CONTRACTOR perform any extra work (collectively, “Change Order Work”) without the prior written consent of COUNTY. If CONTRACTOR encounters conditions it considers different from those described in Exhibit “A” to this Agreement, CONTRACTOR may request a change order in conformance with COUNTY’s standard procedure (“Change Order”). If COUNTY approves the request, CONTRACTOR

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will execute a Change Order and CONTRACTOR's execution of the Change Order shall confirm approval thereof. COUNTY may order additional work, and CONTRACTOR shall perform such changes in the Work as directed by COUNTY in any Change Order prepared by CONTRACTOR. COUNTY's rights to eliminate portions of the Work or to initiate a Change Order shall not be limited in any way. The Change Order shall be in writing and shall include:

- 5.1.1. Any and all supporting documents and drawings depicting the source and location of the desired change, and explain in detail the field conditions and reasons for the requested change;
- 5.1.2. Any change or adjustment to the compensation set forth in this Agreement as a result of changes in the Work based on a lump sum or time and material basis, as may be directed by COUNTY; and
- 5.1.3. Any request for adjustments to time for completion of the Project.

5.2. Payment for Change Order Work. CONTRACTOR shall not be entitled to receive any compensation for work, labor, materials or changes of any kind, regardless of whether ordered by COUNTY or any of its representatives, unless a Change Order has been submitted in writing and approved prior to the commencement of any Change Order Work as described above. If the changes are required by any inspecting governmental agencies or utility companies, or are otherwise required to comply with any codes, laws, rules or regulations, including those set forth in this Agreement, then CONTRACTOR shall not be entitled to any increases in the compensation set forth in this Agreement or other compensation as a result of the changes.

5.3. Disputed Change Order Work. Any dispute concerning the performance of such Change Order Work or the amount of compensation to be paid to CONTRACTOR by COUNTY shall not affect CONTRACTOR's obligation to perform such Change Order Work. CONTRACTOR agrees that it shall timely complete all Change Order Work even if there shall be a dispute between CONTRACTOR and COUNTY over the amount or scope of the Change Order Work. CONTRACTOR shall have the right to be compensated for any

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undisputed Change Order Work amounts as determined to be undisputed in COUNTY's sole discretion.

5.4. Authorized Representative. No Change Order shall be valid or binding against COUNTY unless such Change Order has been executed by COUNTY's designated representative, who is the Director of Public Works. COUNTY shall notify CONTRACTOR in writing if the designated representative is changed.

5.5. Limits. When applicable, the authority to execute a Change Order on this Project shall not exceed the amount allowed by law pursuant to Public Contract Code sections 20137-20142 et seq. Where Change Orders are in an amount between ten percent (10%) and twenty-five percent (25%) of the amount set forth in this Agreement and based on a need for additional quantities due to an increase in the unit quantities required to complete the project in excess of the COUNTY's Engineer's estimate of unit quantities as set forth in the Invitation to Bid, CONTRACTOR shall be paid pursuant to Public Contract Code sections 20143 and 20139 and section 4 of the Standard Specifications, State of California, Business, Transportation and Housing Agency, May 2006 Issued by the Department of Transportation ("Caltrans Standard Specifications") referred to in Exhibit "A" and incorporated herein by reference.

6. **REPRESENTATIONS BY CONTRACTOR**

6.1. CONTRACTOR understands and agrees that COUNTY has limited knowledge in the construction specified in the description of work. CONTRACTOR has represented itself to be expert in these fields and understands that COUNTY is relying upon such representation.

6.2. CONTRACTOR represents and warrants that it is a lawful entity possessing all required licenses and authorities to do business in the State of California and perform all aspects of this Agreement.

6.3. CONTRACTOR shall not commence any work under this Agreement or provide any other services, or materials, in connection therewith until CONTRACTOR has received written authorization from the Director of Public Works, or his/her designee ("Notice to Proceed") to do so.

6.4. CONTRACTOR represents and warrants that the people executing this Agreement on

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behalf of CONTRACTOR have the authority of CONTRACTOR to sign this Agreement and bind CONTRACTOR to the performance of all duties and obligations assumed by CONTRACTOR herein.

6.5. CONTRACTOR represents and warrants that any employee, contractor, subcontractor and agent who will be performing any of the duties and obligations of CONTRACTOR herein possess all required licenses and authorities, as well as the experience and training, to perform such tasks.

6.6. CONTRACTOR represents and warrants that the allegations contained in its Proposal are true and correct.

6.7. CONTRACTOR understands that COUNTY considers the representations made herein to be material and would not enter into this Agreement with CONTRACTOR if such representations were not made.

6.8. Retention and Access of Books and Records. CONTRACTOR represents and warrants that it shall maintain books, records, documents, reports and other materials developed under this Agreement as follows:

6.8.1. CONTRACTOR shall hold and possess as the property of COUNTY all papers, books, files, correspondence and other records of all kinds which at any time shall come into its possession or under its control relating only to services performed by CONTRACTOR under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date said papers came into the possession of CONTRACTOR pursuant to this Agreement.

6.8.2. Any records or documents required to be maintained by CONTRACTOR pursuant to this Agreement shall be made available to COUNTY for inspection or audit, at any time during CONTRACTOR's regular business hours provided COUNTY provides CONTRACTOR with seven (7) days advanced written or oral notice. Copies of such documents shall, at no cost to COUNTY, be provided to COUNTY for inspection at CONTRACTOR's address indicated for receipt of notices under this Agreement.

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6.8.3. CONTRACTOR shall surrender all papers maintained by CONTRACTOR pursuant to Subparagraph 6.8.1 of this Agreement within thirty (30) days of termination of this Agreement.

6.8.4. CONTRACTOR represents and warrants that it has not been engaged by, nor will it be engaged by and owes no duty of performance to any other person or entity that would constitute a conflict. For breach or violation of this warranty, COUNTY shall amongst other remedies at law, have the right to terminate this Agreement without liability, or at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage brokerage fee, gift or contingent fee paid or received from another entity or person.

6.9. CONTRACTOR shall perform pursuant to this Agreement in accordance with and in full compliance with all applicable Federal, State and local statutes, rules, regulations and policies and procedures, regardless of whether they are expressly set forth in this Agreement. It is understood that in the event COUNTY is investigated or audited by any State or Federal governmental agency, or any other recognized investigative/auditing entity, CONTRACTOR shall fully cooperate with such agencies' reasonable and lawful request for information.

7. TERM OF AGREEMENT.

This Agreement shall commence on the date first written above and shall remain in effect until the services provided as outlined in Section 3, ("SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR"), have been completed, unless otherwise terminated as provided for in this Agreement.

8. COMPENSATION.

The total compensation payable under this Agreement shall be in accordance with the item prices incorporated within the Proposal submitted by CONTRACTOR for labor, materials and all other services related to the performance of this Agreement, attached hereto as **Exhibit "B"** and incorporated herein as though fully set forth. The total compensation payable under this Agreement shall not exceed **«Cost_of_Original_Contract»**.

1 **9. PAYMENT AND RETENTION OF FUNDS.**

2 COUNTY shall pay CONTRACTOR for completed and approved services upon presentation
3 and approval of its itemized billing, subject to the following.

4 **9.1. Retention.**

5 **9.1.1.** In accordance with Cal. Pub. Contract Code §§ 7201 and 9203, COUNTY shall
6 generally retain five percent (5%) of the total compensation payable under this
7 Agreement until the Work to be performed has been completed in accordance with
8 this Agreement, as determined by COUNTY, and payment in full of all of
9 CONTRACTOR's subcontractors has been certified.

10 **9.1.2.** The 5% retention amount may be exceeded if the COUNTY's Board of Supervisors
11 has approved a finding, during a properly noticed and normally scheduled public
12 hearing conducted either prior to or concurrent with authorizing this Project to go
13 out to bid, that the Project is substantially complex and therefore requires a higher
14 retention amount than 5%. Should the retention amount exceed 5% for this Project,
15 then the actual retention amount will be listed in the Plans and Specifications, along
16 with the findings justifying the increased retention amount.

17 **9.2. Substitution of Retention.**

18 **9.2.1.** CONTRACTOR may elect to substitute securities for any retention of funds by
19 COUNTY to ensure performance under this Agreement. At the request and
20 expense of CONTRACTOR, securities equivalent to the amount retained shall be
21 deposited with the COUNTY, or with a state or federally chartered bank in this state
22 as the escrow agent, who shall then return the securities to CONTRACTOR once
23 the Work to be performed has been completed in accordance with this Agreement,
24 as determined by COUNTY, and payment in full of all of CONTRACTOR's
25 subcontractors has been certified.

26 **9.2.2.** Alternatively, CONTRACTOR may request and COUNTY shall make payment of
27 retentions earned directly to the escrow agent at the expense of CONTRACTOR.
28 CONTRACTOR, at its sole cost and expense, may direct the investment of the

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payments into securities, and CONTRACTOR shall receive the interest earned on the investments upon the same terms provided for in this Section for securities deposited by CONTRACTOR. Once the Work to be performed has been completed in accordance with this Agreement, as determined by COUNTY, and payment in full of all of CONTRACTOR’s subcontractors has been certified, CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from COUNTY, pursuant to the terms of this Section.

9.2.3. Securities eligible for investment under this Section shall include those listed in Cal. Gov. Code § 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by COUNTY and CONTRACTOR. CONTRACTOR shall be the beneficial owner of any securities substituted for retained funds and shall receive any interest thereon.

9.2.4. Substitution of securities shall be conducted through an Escrow Agreement substantially similar to that found in Cal. Pub. Contract Code § 22300(f).

9.2.5. Notwithstanding any other provision in this Section, substitution of securities is prohibited where funding for the Project, in whole or in part, will be provided by the Farmers Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921 et seq.), or where otherwise disallowed by federal law.

10. **METHOD OF PAYMENT.**

10.1. CONTRACTOR shall at any time prior to the fifteenth (15th) day of any month, submit to COUNTY’s Director of Public Works or his/her designee, a complete and accurate written claim for compensation for services performed. The claim shall be in a format approved by COUNTY. COUNTY shall make no payment prior to the claims being approved in writing by the Director of Public Works or his/her designee.

10.2. After determining that the claim is a proper payment request, the Director of Public

1 Works, or his/her designee, shall submit to COUNTY's Auditor/Controller undisputed
2 and properly submitted claims approved for payment within ten (10) days following the
3 date the claim was submitted to his/her Department.

4 **10.3.** CONTRACTOR may expect to receive payment within a reasonable time thereafter and
5 in any event in the normal course of business within thirty (30) days after the undisputed
6 and properly submitted claim is submitted.

7 **10.4.** Any claim determined to be an improper payment request shall be returned to
8 CONTRACTOR as soon as practicable, but not later than seven (7) days, after receipt with
9 a written explanation as to why the claim is an improper request for payment.

10 **10.5.** In order for prompt payment to be made by COUNTY pursuant to Public Contract Code
11 §20104.50, CONTRACTOR must properly fill out all written claims for compensation for
12 services performed.

13 **10.6.** COUNTY shall pay interest at the legal rate set forth in Code of Civil Procedure §685.010
14 in the event payment is not made within thirty (30) days of an undisputed properly submitted
15 request.

16 **11. INDEMNIFICATION.**

17 **11.1.** CONTRACTOR agrees to the fullest extent permitted by law to indemnify, defend,
18 protect and hold COUNTY and its representatives, officers, directors, designees,
19 employees, agents, successors and assigns harmless from any and all claims, expenses,
20 liabilities, causes of action, demands, losses, penalties, attorneys' fees and costs, in law
21 or equity, of every kind and nature whatsoever arising out of or in connection with
22 CONTRACTOR's negligent acts and omissions or willful misconduct under this
23 Agreement ("Claims"), whether or not arising from the passive negligence of COUNTY,
24 but does not include Claims that are finally determined to be the result of the sole
25 negligence or willful misconduct of COUNTY.

26 **11.2.** CONTRACTOR agrees to defend with counsel acceptable to COUNTY, indemnify and
27 hold COUNTY harmless from all Claims, including but not limited to:

28 **11.2.1.** Personal injury, including but not limited to bodily injury, emotional injury,

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sickness or disease or death to persons including but not limited to COUNTY's representatives, officers, directors, designees, employees, agents, successors and assigns, subcontractors and other third parties and/or damage to property of anyone (including loss of use thereof) arising out of CONTRACTOR's negligent performance of, or willful misconduct surrounding, any of the terms contained in this Agreement, or anyone directly or indirectly employed by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable;

11.2.2. Liability arising from injuries to CONTRACTOR and/or any of CONTRACTOR's employees or agents arising out of CONTRACTOR's negligent performance of, or willful misconduct surrounding, any of the terms contained in this Agreement, or anyone directly or indirectly employed by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable;

11.2.3. Penalties imposed upon account of the violation of any law, order, citation, rule, regulation, standard, ordinance or statute caused by the negligent action or inaction, or willful misconduct of CONTRACTOR or anyone directly or indirectly employed by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable, including but not limited to:

(a) Any loss of funding, penalties, fees, or other costs resulting from CONTRACTOR's failure to adhere to Disadvantaged Business Enterprise requirements and/or goals, as determined by COUNTY or such other lawful entity in charge of monitoring Disadvantaged Business Enterprise compliance;

(b) Any loss of funding, penalties, fees, or other costs resulting from CONTRACTOR's failure to adhere to prevailing wage requirements, as determined by COUNTY, the California Department of Industrial Relations, or such other lawful entity in charge of monitoring prevailing wage compliance;

11.2.4. Infringement of any patent rights which may be brought against COUNTY arising

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out of CONTRACTOR's work;

11.2.5. Any violation or infraction by CONTRACTOR of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees; and

11.2.6. Any breach by CONTRACTOR of the terms, requirements or covenants of this Agreement.

11.3. The indemnification provisions of this Agreement shall extend to Claims occurring after this Agreement is terminated, as well as while it is in force.

12. **INDEPENDENT CONTRACTOR.**

12.1. In all situations and circumstances arising out of the terms and conditions of this Agreement, CONTRACTOR is an independent contractor, and as an independent contractor, the following shall apply:

12.2. CONTRACTOR is not an employee or agent of COUNTY and is only responsible for the requirements and results specified by this Agreement.

12.3. CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

12.4. CONTRACTOR is not, and shall not be, entitled to receive from, or through, COUNTY, and COUNTY shall not provide, or be obligated to provide, CONTRACTOR with Worker's Compensation coverage or any other type of employment or worker insurance or benefit coverage required or provided by any Federal, State or local law or regulation for, or normally afforded to, an employee of COUNTY.

12.5. CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of CONTRACTOR, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability program required or provided by any Federal, State or local law or regulation.

- 1 12.6. CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or
2 make any claim against any COUNTY fringe benefit program, including, but not limited
3 to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance
4 plan, or any other type of benefit program, plan, or coverage designated for, provided to,
5 or offered to COUNTY's employee.
- 6 12.7. COUNTY shall not withhold or pay, on behalf of CONTRACTOR, any Federal, State,
7 or local tax, including, but not limited to, any personal income tax, owed by
8 CONTRACTOR.
- 9 12.8. CONTRACTOR is, and at all times during the term of this Agreement shall represent and
10 conduct itself as, an independent contractor, not an employee of COUNTY.
- 11 12.9. CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind
12 or obligate COUNTY in any way without the written consent of COUNTY.
- 13 13. INSURANCE.
- 14 13.1. CONTRACTOR hereby agrees at its own cost and expense to procure and maintain,
15 during the entire term of this Agreement and any extended term therefore, insurance in a
16 sum acceptable to COUNTY and adequate to cover potential liabilities arising in
17 connection with the performance of this Agreement and in any event not less than the
18 minimum limit set forth in the "Minimum Insurance Amounts" attachment to the Plans
19 and Specifications which are incorporated as if set forth fully herein.
- 20 13.2. Special Insurance Requirements. All insurance required shall:
- 21 13.2.1. Be procured from California admitted insurers (licensed to do business in
22 California) with a current rating by Best's Key Rating Guide, acceptable to
23 COUNTY. A rating of at least A-VII shall be acceptable to COUNTY; lesser
24 ratings must be approved in writing by COUNTY.
- 25 13.2.2. Be primary coverage as respects COUNTY and any insurance or self-insurance
26 maintained by COUNTY shall be in excess of CONTRACTOR's insurance
27 coverage and shall not contribute to it.
- 28 13.2.3. Name COUNTY as an additional insured on all policies, except Workers'

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Compensation, and provide that COUNTY may recover for any loss suffered by COUNTY by reason of CONTRACTOR's negligence.

13.2.4. State that it is primary insurance and regards COUNTY as an additional insured and contains a cross-liability or severability of interest clause.

13.2.5. Not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to COUNTY. However, CONTRACTOR may not terminate such coverage until it provides COUNTY with proof that equal or better insurance has been secured and is in place. Cancellation or change without the prior written consent of COUNTY shall, at the option of COUNTY, be grounds for termination of this Agreement.

13.2.6. If this Agreement remains in effect more than one (1) year from the date of its original execution, COUNTY may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar COUNTY Agreements by giving sixty (60) days notice to CONTRACTOR.

13.3. Additional Insurance Requirements.

13.3.1. COUNTY is to be notified immediately of all insurance claims. COUNTY is also to be notified if any aggregate insurance limit is exceeded.

13.3.2. The comprehensive or commercial general liability shall contain a provision of endorsements stating that such insurance:

- (a) Includes contractual liability;
- (b) Does not contain any exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU Hazards";
- (c) Does not contain a "pro rata" provision which looks to limit the insurer's liability to the total proportion that its policy limits bear to the total coverage available to the insured;
- (d) Does not contain an "excess only" clause which requires the exhaustion

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of other insurance prior to providing coverage;

- (e) Does not contain an “escape clause” which extinguishes the insurer’s liability if the loss is covered by other insurance;
- (f) Includes COUNTY as an additional insured; and
- (g) States that it is primary insurance and regards COUNTY as an additional insured and contains a cross-liability or severability of interest clause.

13.4. Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any insurance policy required by this Agreement, CONTRACTOR shall, if requested by COUNTY, cause to be given to COUNTY satisfactory evidence that insurance policy premiums have been paid together with a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent.

13.5. Certificates of Insurance. Complete copies of certificates of insurance for all required coverages including additional insured endorsements shall be attached hereto as **Exhibit “C”** and incorporated herein as though fully set forth.

13.6. Additional Insurance. Nothing in this, or any other provision of this Agreement, shall be construed to preclude CONTRACTOR from obtaining and maintaining any additional insurance policies in addition to those required pursuant to this Agreement.

14. **WORKERS’ COMPENSATION CERTIFICATION.**

14.1. Prior to the commencement of work, CONTRACTOR shall sign and file with COUNTY the following certification: “I am aware of the provisions of California Labor Code §§3700 et seq. 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.”

14.2. This certification is included in this Agreement and signature of the Agreement shall constitute signing and filing of the certificate.

14.3. CONTRACTOR understands and agrees that any and all employees, regardless of hire

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date, shall be covered by Workers' Compensation pursuant to statutory requirements prior to beginning work on the Project.

14.4. If CONTRACTOR has no employees, initial here: _____.

15. **WARRANTY.**

15.1. **One Year Warranty.** CONTRACTOR agrees to provide a one-year warranty for all of its work and component parts and guarantees that all work shall be performed in a professional and workman-like manner and be free from defects. CONTRACTOR guarantees to timely correct all work performed by it under this Agreement which COUNTY determines to be defective in design, material and/or workmanship within a period of one (1) year from the date of the completion of the Work. The warranties set forth in this Agreement shall be in addition to, and not in lieu of, all other statutory and case law warranties and obligations of CONTRACTOR. CONTRACTOR expressly agrees that all warranties made by CONTRACTOR, all obligations under this Agreement and all remedies for breach of such warranties shall survive this Agreement in the event it is terminated or expires for any reason prior to the running of the full warranty periods listed above.

15.2. **Materials.** All materials furnished by CONTRACTOR shall be new, manufactured during the current year, of first quality and carrying full manufacturer's warranty. CONTRACTOR shall be responsible for any expiration of manufacturer or other warranties of material or equipment being supplied for this Agreement. CONTRACTOR guarantees that all warranties of material and equipment shall become effective when the project is accepted by COUNTY's Board of Supervisors, not at time of installation by CONTRACTOR.

15.3. **Manufacturers' Warranty Information.** CONTRACTOR agrees to promptly provide such information and maintenance recommendations to COUNTY at the inception of CONTRACTOR's work to the extent such information is reasonably available.

16. **DEFAULT AND REMEDIES.**

16.1. **Default.** In the event that (i) CONTRACTOR files a petition requesting relief under any

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bankruptcy act, or is adjudged as bankrupt, or makes a general assignment for the benefit of creditors or has a receiver appointed on account of its insolvency, or (ii) CONTRACTOR refuses or is unable, for whatever reason, to supply enough properly skilled workers or proper materials to complete the Project, or (iii) CONTRACTOR fails to follow the directions of COUNTY, or (iv) CONTRACTOR fails to make prompt payment to its subcontractors and suppliers for materials or labor supplied or permits any lien to be imposed upon all or any portion of the Project, or (v) CONTRACTOR disregards any laws or orders of any public or private authority having jurisdiction over the Work or the Project, or (vi) CONTRACTOR fails to perform in accordance with any of the terms of this Agreement or breaches any provision of this Agreement, COUNTY may give notice of such failure or breach to CONTRACTOR, identifying the failure or breach of this Agreement. Should any such failure or breach continue for twenty-four (24) hours after delivery of notice without a good faith effort on the part of CONTRACTOR to commence all necessary corrective action, or should such a breach continue despite CONTRACTOR's efforts for forty-eight (48) hours, then at that time such failure shall be deemed a default by CONTRACTOR under this Agreement and COUNTY shall have all rights and remedies available at law or in equity, including the right to terminate this Agreement. Without limiting its rights and remedies, COUNTY may then proceed as follows:

16.1.1. Without terminating this Agreement or the obligations of CONTRACTOR hereunder as to all of the Work required to be performed or furnished by CONTRACTOR pursuant to this Agreement, COUNTY may require CONTRACTOR, at CONTRACTOR's expense, to cure such default(s) as may exist in the performance of CONTRACTOR's obligations hereunder within forty-eight (48) hours after such default(s) has/have occurred including but not limited to repairing, replacing and correcting material or Work determined by COUNTY to be defective or not complying with the requirements of this Agreement. Should CONTRACTOR fail to timely repair, replace and/or correct non-complying or

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defective materials and workmanship or otherwise cure its default(s) hereunder, and in the case of emergencies in which case COUNTY may act immediately if CONTRACTOR is not available or is not responding, and without further notice, COUNTY may make required repairs, replacements and other corrections or otherwise remedy the default by CONTRACTOR pursuant to the subparagraph below.

16.1.2. Without terminating this Agreement or the obligations of CONTRACTOR hereunder as to all of the Work required to be performed or furnished by CONTRACTOR pursuant to this Agreement, COUNTY may engage another contractor to perform such portion of CONTRACTOR’s Work required pursuant to this Agreement or furnish any materials or other items required hereunder as COUNTY in its sole discretion may deem necessary to avoid delay in the progress of the Work, and in connection therewith, COUNTY may perform such Work or any portion thereof itself or have the same performed by others and COUNTY may procure all necessary materials, equipment or other items required for the continued progress of such Work. The costs incurred by COUNTY as a result of engaging another contractor shall be deducted from the compensation payable pursuant to this Agreement and if COUNTY’s costs exceed or may reasonably be anticipated to exceed the balance of the compensation due to CONTRACTOR for such work, such excess, or anticipated excess, shall be immediately due and owing from CONTRACTOR to COUNTY and may be withheld from any funds due to CONTRACTOR pursuant to this Agreement or any other agreement.

16.1.3. COUNTY may terminate CONTRACTOR’s right to perform upon written notice and COUNTY shall then have the option of completing the Work or any portion thereof by exercise of its interest under the performance bond issued in favor by CONTRACTOR, or having such Work in whole or in part be completed by others for CONTRACTOR’s account. A calculation shall take place at the conclusion of the Project wherein to the degree the sum of COUNTY’s costs and any amounts

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paid to complete the Project exceed the compensation payable pursuant to this Agreement, then any such excess shall be immediately due and owing from CONTRACTOR to COUNTY.

16.2. Damages. CONTRACTOR shall be liable for all damages suffered by COUNTY by reason of CONTRACTOR's default in any provision of this Agreement and the exercise of COUNTY of its option to terminate this Agreement shall not release CONTRACTOR of such liability. CONTRACTOR shall have no right to receive any further payment after a default has occurred until such time as the Work to be performed by CONTRACTOR pursuant hereto has been completed and accepted by COUNTY and damages suffered by COUNTY, if any, ascertained. Damages shall include by way of illustration, but not of exclusion, COUNTY's costs of completing the Work which exceeds the compensation payable pursuant to this Agreement, other general, liquidated, special or consequential damages, attorney fees and costs.

16.3. Actions After Default. Should COUNTY exercise any of its options, remedies or rights granted pursuant to the terms of this Agreement in the event of a default by CONTRACTOR, COUNTY at its sole election may, but shall not be obligated to, use any materials, supplies, tools or equipment on the work site which belong to CONTRACTOR to complete the Work required to be completed by CONTRACTOR, whether such work is completed by COUNTY or by others, and CONTRACTOR agrees that it shall not remove such materials, supplies, tools and equipment from the work site unless directed in writing by COUNTY to do so.

16.4. Limit on Force Majeure Damages. CONTRACTOR shall not be responsible for repairing or restoring damage to work caused by an act of God in excess of five (5) percent of the contract amount, provided that the work damaged is built in accordance with accepted and applicable building standards and the plans and specifications of COUNTY. In the event of such damage, COUNTY may, at its option, elect to terminate this Agreement. For purposes of this Agreement, an "act of God" shall be defined as an earthquake in excess of 3.5 on the Richter Scale and a tidal wave.

- 1 16.5. Resolution of Claims. COUNTY and CONTRACTOR agree to follow and comply with
2 the mediation, arbitration, claim, civil action procedure and trial de novo provisions set
3 forth in California Public Contracts Code §§ 9204 and 20104 – 20104.6.
- 4 16.6. No Limitation of Rights. The options and rights granted to COUNTY herein shall not be
5 deemed as limitations upon the other rights and remedies of COUNTY in the event of a
6 failure of performance or breach by CONTRACTOR, and COUNTY shall be entitled to
7 exercise the rights and remedies hereinabove specified and all other rights and remedies
8 which may be provided in this Agreement or by law or in equity, either cumulatively or
9 consecutively, and in such order as COUNTY in its sole discretion shall determine.
- 10 17. NON-DISCRIMINATION.
- 11 17.1. During the performance of this Agreement, CONTRACTOR and its subcontractors shall
12 not unlawfully discriminate, harass or allow harassment against any employee or
13 applicant for employment because of sex, race, color, ancestry, religious creed, national
14 origin, physical disability (including HIV and AIDS), mental disability, medical
15 condition (cancer), age (over forty (40)), marital status and denial of family care leave.
- 16 17.2. CONTRACTOR and its subcontractors shall insure that the evaluation and treatment of
17 their employees and applicants for employment are free from such discrimination and
18 harassment.
- 19 17.3. CONTRACTOR and its subcontractors shall comply with the provisions of the Fair
20 Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable
21 regulations promulgated thereunder (California Code of Regulations, Title 2, Section
22 7285 et seq.).
- 23 17.4. The applicable regulations of the Fair Employment and Housing Commission
24 implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of
25 Title 2 of the California Code of Regulations, are incorporated into this Agreement by
26 reference and made a part hereof as if set forth in full.
- 27 17.5. The applicable regulations of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.
28 §794 (a)) are incorporated into this Agreement by reference and made a part hereof as if

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set forth in full.

17.6. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

17.7. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under this Agreement.

18. DISADVANTAGED BUSINESS ENTITY COMPLIANCE.

18.1. When applicable, CONTRACTOR and its subcontractors shall reference and abide by the guidance and Disadvantaged Business Enterprise (“DBE”) specifications contained in the California Department of Transportation’s Standard Specifications.

18.2. CONTRACTOR represents and warrants that is has fully read the applicable DBE requirements pertaining to this Project and has fully and accurately completed any and all required DBE forms.

18.3. CONTRACTOR represents and warrants that it will comply with all applicable DBE requirements for this Project.

18.4. CONTRACTOR shall comply with the applicable DBE provisions attached hereto as Exhibit “D” and incorporated by this reference as though fully set forth herein.

18.5. If any state or federal funds are withheld from COUNTY or not reimbursed to COUNTY due to CONTRACTOR’s failure to either comply with the DBE requirements set forth in the RFP and this Agreement, or to meet the mandatory DBE goals as determined by COUNTY, Caltrans, the Federal Highway Administration, and/or any other state or federal agency contributing funds to the Project, then CONTRACTOR shall fully reimburse COUNTY the amount of funding lost. COUNTY reserves the right to deduct any such loss in funding from the amount of compensation due to CONTRACTOR under this Agreement.

18.6. In addition to the above, CONTRACTOR’s failure to comply with DBE requirements/goals shall subject it to such sanctions as are permitted by law, which may include, but shall not be limited to the following:

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- 18.6.1. Termination of this Agreement;
- 18.6.2. Withholding monthly progress payments;
- 18.6.3. Denial of payment for any portion of the Project that was committed at the time of the execution of this Agreement to be performed by a DBE subcontractor, but was completed by CONTRACTOR or a substitute non-DBE subcontractor;
- 18.6.4. Compensatory, special, incidental, liquidated and other damages; and/or
- 18.6.5. Designation of CONTRACTOR as “nonresponsible,” and disqualification from bidding on future public works projects advertised by COUNTY.

19. **PREVAILING WAGE.**

- 19.1. CONTRACTOR and its subcontractors shall pay all workers employed on the Project the higher of either the rates determined by the Director of the California Department of Industrial Relations (“DIR”) or, when applicable, the Davis-Bacon Federal wage rates as supplemented by the Department of Labor regulations. The Davis-Bacon Federal wage rates are attached to the RFP. Copies of the State prevailing rate of per diem wages are on file with the Department of Industrial Relations, Division of Apprenticeship Standards, 445 Golden Gate Avenue, San Francisco, California, and at COUNTY’s Department of Public Works, and are available to CONTRACTOR and any other interested party upon request. CONTRACTOR shall post the prevailing rate of per diem wages to be posted at the Project site.
- 19.2. CONTRACTOR is responsible for compliance with the provisions herein.
- 19.3. Mandatory Registration with the Department of Industrial Relations – NEW REQUIREMENTS PURSUANT TO SB 854.
 - 19.3.1. CONTRACTOR and its subcontractors shall register with the DIR and pay all applicable fees as set forth in Labor Code section 1725.5.
 - 19.3.2. CONTRACTOR and its subcontractors acknowledge that they shall not be listed on any bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5. The requirements of this section shall apply unless one of the limited exceptions

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provided under Labor Code Section 1771.1(a) applies.

19.3.3. CONTRACTOR and its subcontractors acknowledge that they shall not be awarded any contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

19.3.4. The Project described herein is subject to compliance monitoring and enforcement with the DIR.

19.3.5. For further information concerning compliance with SB 854, please visit: <http://www.dir.ca.gov/Public-Works/SB854.html>.

19.4. Cognizance of Violations by County.

19.4.1. CONTRACTOR understands and agrees that COUNTY shall take cognizance of violations of Chapter 1 of Part 7 of Division 2 of the California Labor Code committed in the course of the execution of this Agreement, and shall promptly report any suspected violations to the Labor Commissioner.

19.4.2. If CONTRACTOR determines as a result of its own investigation that there has been a violation of Chapter 1 of Part 7 of Division 2 of the California Labor Code and withholds payment to CONTRACTOR, the procedures in California Labor Code §1771.6 shall be followed.

19.4.3. CONTRACTOR may bring an action in a court of competent jurisdiction to recover from COUNTY the difference between the wages actually paid to an employee and the wages that were required to be paid to an employee pursuant to Chapter 1 of Part 7 of Division 2 of the California Labor Code, any penalties required to be paid pursuant to Chapter 1 of Part 7 of Division 2 of the California Labor Code, and costs and attorney's fees related to the action, if either of the following is true:

- (a) COUNTY previously affirmatively represented to CONTRACTOR in writing, in the call for bids, or otherwise, that the Work was not a "public work," as defined in Chapter 1 of Part 7 of Division 2 of the California

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Labor Code; or

(b) COUNTY received actual written notice from the Department of Industrial Relations that the Work is a “public work,” as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, and failed to disclose that information to CONTRACTOR before the bid opening or award.

19.5. Prevailing Wage Rates and Payroll Records.

19.5.1. CONTRACTOR agrees to comply with §§1775 and 1776 of the California Labor Code relating to the payment of prevailing wage and the maintenance of certified payroll records and to make the certified payroll records available for inspection at all reasonable hours at CONTRACTOR’s principal office. The responsibility for compliance with these provisions is fixed with CONTRACTOR. CONTRACTOR understands and agrees that it shall, as a penalty to COUNTY, forfeit specific monetary fines for each worker paid less than the prevailing wage rates as determined by the Labor Commissioner for the work or craft in which the worker is employed for any Work done pursuant to this Agreement.

19.5.2. *Prevailing Wage Compliance For those Projects subject to DIR Monitoring and Enforcement.* CONTRACTOR has reviewed and agrees to comply with any applicable provisions for those Projects subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages. COUNTY hereby notifies CONTRACTOR that CONTRACTOR is responsible for complying with the requirements of Senate Bill 854 (SB854) regarding certified payroll record reporting. Further information concerning the requirements of SB854 is available on the DIR website located at: <http://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html>.

19.5.3. CONTRACTOR shall be liable for penalties pursuant to this section when a subcontractor on the Project fails to pay its workers the general prevailing rate of per diem wages and any of the following conditions are met:

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- (a) CONTRACTOR had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers; or
- (b) CONTRACTOR fails to comply with the following requirement: The contract executed between CONTRACTOR and the subcontractor for the performance of Work on the Project shall include a copy of the provisions of California Labor Code §§1771, 1775, 1776, 1777.5, 1813 and 1815; and
- (c) CONTRACTOR fails to comply with the following requirement: CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor; and
- (d) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project; and
- (e) Prior to making final payment to the subcontractor for Work performed on the Project, CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the Project and any amounts due pursuant to California Labor Code §1813.

19.6. Work Day and Work Week Requirements. CONTRACTOR agrees to comply with §§1810 through 1815 of the California Labor Code and, when applicable, sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§3700 et seq., as supplemented by the Department of Labor regulations, which provide that CONTRACTOR's workers and its subcontractor's workers may not be required or

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permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week. Further, work performed by employees of CONTRACTOR or its subcontractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be compensated for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay. The responsibility for compliance with these provisions is fixed with CONTRACTOR. CONTRACTOR understands and agrees that it shall, as a penalty to COUNTY, forfeit specific monetary fines to COUNTY should CONTRACTOR or its subcontractors fail to comply with the provisions contained within this Paragraph.

19.7. Apprenticeship Requirements.

19.7.1. CONTRACTOR agrees to comply with §§1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices and to provide COUNTY with copies of any contract award information and verified statements of the journeyman and apprentice hours performed pursuant to this Agreement as required by §1777.5(e). The responsibility for compliance with these provisions is fixed with 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 CONTRACTOR and its 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 California Labor Code §3077. Only apprentices, as defined in California Labor Code §3077, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeable occupations. This section shall not be enforced if the not-to-exceed amount of this Agreement set forth and/or incorporated in the “COMPENSATION” Section is less than thirty thousand dollars (\$30,000).

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19.7.2. If the Project falls within the jurisdiction of California Labor Code §1777.5, COUNTY shall, within five (5) days of the award, send a copy of the award to the Division of Apprenticeship Standards. In addition, COUNTY shall notify the Division of Apprenticeship Standards of a finding of any discrepancy regarding the ratio of apprentices to journeymen within five (5) days of the finding.

19.8. Labor Standards Compliance Requirements.

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

19.8.2. In the event, during the review process of labor compliance documentation from COUNTY's labor compliance monitor, inaccurate, missing or incomplete information was provided, the labor compliance monitor will request from CONTRACTOR the items, revisions and documentation needed. The cost of this additional labor compliance enforcement shall be borne by CONTRACTOR.

20. INELIGIBILITY.

20.1. CONTRACTOR represents and warrants that it and its subcontractors are not ineligible to work for COUNTY due to violations of Labor Code §§1777.1 and 1777.7.

20.2. If CONTRACTOR is deemed ineligible to perform work on public works projects pursuant to Labor Code Sections 1777.1 or 1777.7, then CONTRACTOR shall be prohibited from bidding on, being awarded an agreement for, or performing work as a subcontractor on this Project, or any other public works project within the state of California.

21. SIGNAGE REQUIREMENTS.

21.1. Project Identity Signage. CONTRACTOR is required to provide and install the required

1 project identity signage as detailed in the Plans and Specifications, in the size and at the
2 location indicated by the Director of Public Works or his/her designee, and to maintain
3 the signage in good condition for the duration of the Project. The signage may not be
4 removed until the Notice of Completion is recorded or by written direction of the Director
5 of Public Works or his/her designee.

6 **21.2. Required Employee Signage and Posters.** CONTRACTOR is required to provide and
7 install the Federal and State required employee posters and the required material
8 pertaining to the required labor standards provisions are posted (including, but not limited
9 to, WH-1321, OSHA 3165 and OFCCP-English, EFCCP-Spanish) at the worksite in a
10 prominent and accessible place.

11 **21.3. Section 3 Compliant Signage.** If required by COUNTY, CONTRACTOR is directed to
12 provide and install the "Offer for Employment" signage as detailed in the Plans and
13 Specifications in the size and at the location indicated by the Director of Public Works or
14 his/her designee and to maintain the signage in good condition for the duration of the
15 Project. The signage may not be removed until the Notice of Completion is recorded or
16 by written direction of the Director of Public Works or his/her designee.

17 **22. CONFLICT OF INTEREST AND GRATUITIES.**

18 **22.1.** CONTRACTOR agrees that it presently has no interest and shall not acquire any interest,
19 direct or indirect, which could conflict in any manner or degree with the performance of
20 services required to be performed under this Agreement. CONTRACTOR further agrees
21 that in the performance of this Agreement, no person having any such interest shall be
22 employed.

23 **22.2.** CONTRACTOR agrees to designate such person or persons who have responsibility for
24 carrying out the services under this Agreement and that such person or persons as may be
25 designated shall take any and all actions necessary to comply with COUNTY's Conflict
26 of Interest Code adopted pursuant to California Government Code §81000 to the extent
27 required thereunder.

28 **22.3.** If it is found, after notice and hearing by COUNTY, that gratuities (in the form of

1 entertainment, gifts, or otherwise) were offered or given by CONTRACTOR, or any
2 agent or representative of CONTRACTOR, to any officer, employee or agent of
3 COUNTY with a view toward securing a contract or securing favorable treatment with
4 respect to the awarding or amending or the making of any determinations with respect to
5 the performance of this Agreement, COUNTY may, by written notice to
6 CONTRACTOR, terminate the right of CONTRACTOR to proceed under this
7 Agreement and/or may pursue such other rights and remedies provided by law or under
8 this Agreement.

9 **22.4.** In the event this Agreement is terminated as provided herein, COUNTY shall be entitled
10 to:

11 **22.4.1.** Pursue the same remedies against CONTRACTOR as it could pursue in the event
12 of a breach of the Agreement by CONTRACTOR; and

13 **22.4.2.** As a penalty in addition to any other damages to which it may be entitled by law,
14 to exemplary damages in an amount (as determined by COUNTY) which shall be
15 not less than three (3) nor more than ten (10) times the costs incurred by
16 CONTRACTOR in providing any such gratuities to any such officer, employee
17 or agent.

18 **23. HOUSING AND URBAN DEVELOPMENT ACT COMPLIANCE.**

19 When applicable, CONTRACTOR agrees to comply with Section 3 of the Housing and Urban
20 Development Act of 1968 (42 U.S.C. 3601 et seq.) which provides that to the greatest extent feasible,
21 CONTRACTOR shall provide job training, employment and contracting opportunities for low- or very-
22 low income residents in connection with the Project. The responsibility for compliance with these
23 provisions is fixed with CONTRACTOR.

24 **24. COPELAND "ANTI-KICKBACK" ACT COMPLIANCE.**

25 When applicable, CONTRACTOR agrees to comply with the Copeland Act
26 (18 USC §874 and 40 USC §276c; 29 C.F.R. Part 3) which precludes CONTRACTOR and its
27 subcontractors from in any way inducing an employee to give up any part of the compensation to which
28 he or she is entitled under his or her contract of employment. CONTRACTOR and its subcontractors

1 shall submit a weekly statement of the wages paid to each employee performing on covered work during
2 the preceding payroll period. CONTRACTOR understands and agrees that should CONTRACTOR its
3 subcontractors induce an employee working on a covered contract to give up any part of the
4 compensation to which he or she is entitled, the inducing party may be subject to a five thousand dollar
5 (\$5,000) fine, or imprisonment for up to five (5) years, or both. CONTRACTOR also understands and
6 agrees that willful falsification of the statement of compliance may subject the employer to civil or
7 criminal prosecution and may be cause for contract termination or debarment. The responsibility for
8 compliance with these provisions is fixed with CONTRACTOR.

9 **25. FAIR LABOR STANDARDS ACT COMPLIANCE.**

10 When applicable, CONTRACTOR agrees to comply with the Fair Labor Standards Act of 1938
11 as amended (29 U.S.C. 201 et seq.) which establishes minimum wage, overtime pay, recordkeeping, and
12 youth employment standards affecting full-time and part-time workers on the Project. The responsibility
13 for compliance with these provisions is fixed with CONTRACTOR.

14 **26. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER**
15 **RESPONSIBILITY MATTERS.**

16 When applicable, CONTRACTOR agrees to execute a certification regarding debarment,
17 suspension and other responsibility matters. The responsibility for compliance with this provision is
18 fixed with CONTRACTOR.

19 **27. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT**
20 **SPECIFICATIONS.**

21 When applicable, CONTRACTOR agrees to incorporate the notice set forth in paragraph (d) of
22 41 C.F.R. 60-4.2 relating to the "Equal Opportunity Clause" and the "Standard Federal Equal
23 Employment Specifications." The responsibility for compliance with this provision is fixed with
24 CONTRACTOR.

25 **28. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

26 When applicable, CONTRACTOR agrees to comply with all applicable standards, orders or
27 regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.), the Federal Water Pollution
28 Control Act as amended (33 U.S.C. 1251 et seq.), Presidential Executive Order 11738 and

1 Environmental Protection Agency regulations set forth at 40 C.F.R. Part 15. CONTRACTOR
2 understands and agrees that violations shall be reported to the Federal awarding agency and the Regional
3 Office of the Environmental Protection Agency. The responsibility for compliance with these provisions
4 is fixed with CONTRACTOR.

5 **29. PROHIBITION ON THE USE OF FEDERAL FUNDS FOR LOBBYING.**

6 When applicable, CONTRACTOR shall file the required certification. Each tier certifies to the
7 tier above that it will not and has not used Federal appropriated funds to pay any person or organization
8 for influencing or attempting to influence an officer or employee of any agency, a member of Congress,
9 officer or employee of Congress, or an employee of a member of Congress in connection with obtaining
10 any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose
11 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
12 Such disclosures are forwarded from tier to tier up to the recipient. The responsibility for compliance
13 with this provision is fixed with CONTRACTOR.

14 **30. FEDERAL EMPLOYMENT ELIGIBILITY VERIFICATION.**

15 CONTRACTOR shall verify name, date of birth and social security number, along with
16 immigration information for non-citizens in order to verify the identity and employment eligibility of
17 both citizen and non-citizen new hires. The responsibility for compliance with this provision is fixed
18 with CONTRACTOR.

19 **31. THE CIVIL RIGHTS, HCD AND AGE DISCRIMINATION ACT ASSURANCES.**

20 **31.1.** During the performance of this Agreement, CONTRACTOR assures that no otherwise
21 qualified person shall be excluded from participation or employment, denied program
22 benefits or be subjected to discrimination based on race, color, national origin, gender,
23 age or handicap, under any program or activity funded by this Agreement, as required by
24 Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community
25 Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all
26 implementing regulations. The responsibility for compliance with these provisions is
27 fixed with CONTRACTOR.

28 **31.2.** CONTRACTOR and its subcontractors shall not discriminate on the basis of race, color,

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national origin, or sex in the performance of this Agreement. CONTRACTOR shall carry out the applicable requirements of 49 C.F.R. Chapter 26 in the award and administration of Department of Transportation assisted contracts. Failure by CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement, or such other remedy as COUNTY deems appropriate. CONTRACTOR shall include the nondiscrimination and compliance provisions of this Paragraph in all subcontracts to perform Work under this Agreement.

32. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.

32.1. CONTRACTOR hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause. For the purposes of this Subsection, the term “contractor” shall refer to CONTRACTOR, and the term “contract” shall refer to this Agreement:

“During the performance of this contract, the Contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment,*

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notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.*
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*
- (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed*

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and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

32.2. CONTRACTOR further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work; provided that if CONTRACTOR so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Agreement.

32.3. CONTRACTOR agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Department and HUD and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency’s primary responsibility for securing compliance.

1 32.4. CONTRACTOR further agrees that it will refrain from entering into any contract or
2 contract modification subject to Executive Order 11246 of September 24, 1965, with a
3 contractor debarred from, or who has not demonstrated eligibility for, government
4 contracts and federally-assisted construction contracts, pursuant to the Executive Order
5 and will carry out such sanctions and penalties for violation of the equal opportunity
6 clause as may be imposed upon contractors and subcontractors by the administering
7 agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.
8 In addition, CONTRACTOR agrees that if it fails or refuses to comply with these
9 undertakings, COUNTY may take any or all of the following actions: Cancel, terminate,
10 or suspend in whole or in part this funding commitment (contract, loan, grant, insurance,
11 guarantee); refrain from extending any further assistance to the applicant under the
12 program with respect to which the failure or refund occurred until satisfactory assurance
13 of future compliance has been received from such Contractor; and refer the case to the
14 Department of Justice for appropriate legal proceedings.

15 33. ASSIGNMENT OF CLAIMS – CLAYTON OR CARTWRIGHT ACTS.

16 CONTRACTOR shall comply with the following provisions regarding the assignment of claims
17 arising from either the Clayton Act or the Cartwright. For the purposes of this Section, the term
18 “contractor” shall refer to CONTRACTOR, the term “awarding body” shall refer to COUNTY, and the
19 term “public works contract” shall refer to this Agreement:

20 *“In entering into a public works contract or a subcontract to supply goods, services, or*
21 *materials pursuant to a public works contract, the contractor or subcontractor offers and*
22 *agrees to assign to the awarding body all rights, title, and interest in and to all causes of*
23 *action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the*
24 *Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the*
25 *Business and Professions Code), arising from purchases of goods, services, or materials*
26 *pursuant to the public works contract or the subcontract. This assignment shall be made*
27 *and become effective at the time the awarding body tenders final payment to the contractor,*
28 *without further acknowledgment by the parties.”*

1 **34. NON-COLLUSION.**

2 CONTRACTOR agrees he/she has executed and submitted with the Bid a Non-Collusion
3 Affidavit that complies with Cal. Public Code §7106, included in Exhibit "B" and incorporated herein.

4 **35. NOTICES AND REPORTS.**

5 **35.1.** All notices and reports under this Agreement shall be in writing and may be given by
6 personal delivery or by mailing by certified mail, addressed as follows:

7 COUNTY

8 Imperial County Department of Public Works
9 Attention: Director
10 155 South Eleventh Street
11 El Centro, CA 92243

CONTRACTOR

«Consultant_Business_Name»
«Consultant_Street_Address»
«Consultant_City_State»

12 with copies to:

13 Imperial County Executive Office
14 Attention: County Executive Officer
15 940 West Main Street, Suite 208
16 El Centro, CA 92243

17 and:

18 Imperial County Department of Human
19 Resources and Risk Management
20 Attention: Director
21 940 West Main Street, Suite 101
22 El Centro, CA 92243

23 **35.2.** Notices and reports under this Agreement may be given by personal delivery or by
24 mailing by certified mail at such other address as either Party may designate in a notice
25 to the other Party given in such manner. Any notice given by mail shall be considered
26 given when deposited in the United States Mail, postage prepaid, addressed as provided
27 herein.

28 **36. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement between COUNTY and CONTRACTOR relating
to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements,
understandings, provisions, negotiations, representations, or statements, either written or verbal.

37. ASSIGNMENT.

1 Neither this Agreement nor any duties or obligations hereunder shall be assignable by
2 CONTRACTOR without the prior written consent of COUNTY.

3 **38. MODIFICATION.**

4 No modification, waiver, amendment, discharge, or change of this Agreement shall be valid
5 unless the same is in writing and signed by the Party against whom the enforcement of such modification,
6 waiver, amendment, discharge, or change is or may be sought.

7 **39. CAPTIONS.**

8 Captions in this Agreement are inserted for convenience of reference only and do not define,
9 describe or limit the scope or the intent of this Agreement or any of the terms thereof.

10 **40. PARTIAL INVALIDITY.**

11 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void,
12 or unenforceable, the remaining provisions will nevertheless continue in full force without being
13 impaired or invalidated in any way.

14 **41. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.**

15 Words and expressions in the masculine gender include the feminine and neuter genders. Words
16 and expressions in the singular include the plural and words and expressions in the plural include the
17 singular. CONTRACTOR as used in this Agreement or in any other document referred to in or made a
18 part of this Agreement shall likewise include both singular and the plural, a corporation, a partnership,
19 individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or in any
20 other representative capacity or any other entity. All covenants herein contained on the part of
21 CONTRACTOR shall be joint and several if more than one person, firm or entity executes the
22 Agreement.

23 **42. WAIVER.**

24 No waiver of any breach or of any of the covenants or conditions of this Agreement shall be
25 construed to be a waiver of any other breach or to be consent to any further or succeeding breach of the
26 same or any other covenant or condition.

27 **43. CHOICE OF LAW.**

28 The laws of the State of California shall govern this Agreement. This Agreement is made and

1 entered into in Imperial County, California. Any action brought by either Party with respect to this
2 Agreement shall be brought in a court of competent jurisdiction within said County.

3 **44. AUTHORITY.**

4 **44.1.** Each individual executing this Agreement on behalf of CONTRACTOR represents and
5 warrants that:

6 **44.1.1.** He/She is duly authorized to execute and deliver this Agreement on behalf of
7 CONTRACTOR;

8 **44.1.2.** Such execution and delivery is in accordance with the terms of the Articles of
9 Incorporation or Partnership, any by-laws or Resolutions of CONTRACTOR and;

10 **44.1.3.** This Agreement is binding upon CONTRACTOR in accordance with its terms.

11 **44.2.** CONTRACTOR shall deliver to COUNTY evidence acceptable to COUNTY of the
12 foregoing within thirty days of execution of this Agreement.

13 **45. COUNTERPARTS.**

14 This Agreement and any subsequent modifications may be executed in any number of
15 counterparts, each of which when executed shall be an original, and all of which together shall constitute
16 one and the same Agreement. No counterparts shall be effective until all Parties have executed a
17 counterpart hereof.

18 **46. TIMING.**

19 The Parties agree that time is of the essence in this Agreement.

20 **47. REVIEW OF AGREEMENT TERMS.**

21 **47.1.** Each Party has had the opportunity to receive independent legal advice from its attorneys
22 with respect to the advisability of making the representations, warranties, covenants and
23 agreements provided for herein, and with respect to the advisability of executing this
24 Agreement.

25 **47.2.** Each Party represents and warrants to and covenants with the other Party that:

26 **47.2.1.** This Agreement in its reduction to final written form is a result of extensive good
27 faith negotiations between the Parties and/or their respective legal counsel; and

28 **47.2.2.** The Parties and/or their legal counsel have carefully reviewed and examined this

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Agreement for execution by said Parties.

47.3. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

County of Imperial

«Consultant_Business_Name»

By: _____
Luis A. Plancarte, Chairman
Imperial County Board of Supervisors

By: _____
«Consultant_Name_for_Signature»

ATTEST:

By: _____
Blanca Acosta,
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Adam G. Crook,
County Counsel

By: _____
«CC_Attorney»,
«CC_Attorney_Title»

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, the COUNTY OF IMPERIAL (hereinafter designated as "Public Entity") by resolution passed _____, 20____ has awarded to hereinafter designated as the "Principal," a contract for the work described as follows:

**OVERLAY OF PICACHO ROAD FROM WINTERHAVEN DRIVE TO QUECHAN DRIVE IN
IMPERIAL COUNTY
State Aid Project No. LPPSB1L-5958 (115)
County of Imperial Project No. 6574**

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

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Public Entity in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform, the covenants conditions and agreements in the said contract and any alteration thereof made as therein provided, on this or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Entity, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.

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

In the event suit is brought upon this bond by the Public Entity and judgment is recovered, the Surety shall pay all costs incurred by the Public Entity in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

Principal

BY: _____

Surety

BY: _____

Attorney-in-Fact

[Attach Required Acknowledgement]

PAYMENT BOND FOR PUBLIC WORKS

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the COUNTY OF IMPERIAL (hereinafter designated as "Public Entity") by resolution passed _____, 20____, has awarded to _____

(hereinafter designated as the "Principal") a contract for the work described as follows:

OVERLAY OF PICACHO ROAD FROM WINTERHAVEN DRIVE TO QUECHAN DRIVE IN IMPERIAL COUNTY

State Aid Project No. LPPSB1L-5958 (115)

County of Imperial Project No. 6574

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 9550), Title 3, Part 46, Division 4 of the California Civil Code to furnish a bond in connection with said contract:

NOW, THEREFORE, we, the Principal and _____

as Surety, are held and firmly bound unto the Public Entity in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 9100 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the California Revenue and Taxation Code, with respect to such work and labor the surety or sureties will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Section 9100 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Public Entity and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 8400 or 8402 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal

BY: _____

Surety

BY: _____

Attorney-in-Fact

[Attach Required Acknowledgement]

**PART VII
EXHIBITS & PERMITS**