

COUNTY OF IMPERIAL
DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS
SPECIAL PROVISIONS
PROPOSAL AND BID BOOK
FOR

MAIN STREET IMPROVEMENTS (NORTH SIDE) FROM HIGHWAY 111 TO
MEMPHIS AVENUE IN NILAND;
FEDERAL AID PROJECT NO. CML-5958 (119)
COUNTY PROJECT NO. 6601



Notice to bidders and Special Provision dated: July 27, 2023

Project Plans approved: February 14, 2023

Standard Specifications: 2018

Standard Plans Dated: 2018

Bid Opening Date: July 28, 2023



For use in connection with the 2018 edition of the California Department of Transportation Standard Plans and Standard Specifications, and "Green Book Standard Specifications for Public Works Construction" latest edition as it relates to all asphalt concrete and slurry seal; also in connection with General Prevailing Wage Rates and Labor Surcharge and Equipment Rental Rates of the State of California, Department of Transportation and State of California Department of Industrial Relations Wage Determinations and Federal Aid requirements in these special provisions.

SPECIAL NOTICE NO. 1

The bidder's attention is directed to the section entitled, "Subcontractor List" in Section 2 and the section entitled, "Control of Work" in Section 5 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. See Sections 2 and 3 for contractor's registration requirements.

See Section 2 for submittal requirements for DBE quotes, DVBE quotes, and Non-Small Business Subcontractor Preference.

The schedules for the submittal of DBE forms have been revised. See Section 2-1.33 for the submittal schedules.

SPECIAL NOTICE NO. 2

- Temporary traffic control requirements have been revised. The bidder's attention is directed to sections 7-1.04, and 12. Sections include method of payment and requirements to furnish, install, and maintain temporary traffic control.
- Attention is directed to Division I entitled, "General Provisions," found under Special, which lists amendments to the Standard Specifications, dated May 2018, 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 3 entitled, "Contract Award and Execution," for these special provisions.
- Caltrans is replacing its UDBE program with federal DBE regulations. The Contract documents have been modified accordingly.
- Form FHWA-1273 (revised May 1, 2012), entitled, "Required Contract Provisions, Federal-Aid Construction Contracts," has been included in Section 14 entitled, "Federal Requirement for Federal Aid Construction Projects," found under Part IV. Special Provisions – Other Agency Requirements.

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 Relations 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>.

SPECIAL NOTICE NO. 3 (continued)

NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW [SB 854] FACT SHEET

SB 854, a budget trailer bill that was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through this new program will be used to fund all of DIR's public works activities, including compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals.

Essentials of public works contractor registration program:

- Contractors will be subject to a registration and annual renewal fee that has been set initially at \$300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
 - Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
 - Must have Contractors State License Board license if applicable to trade.
 - Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
 - Must not be under federal or state debarment.
 - Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12 month period, a contractor may still qualify for registration by paying an additional penalty.
- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.

- DIR will post a list of registered contractors and subcontractors on its website so that awarding bodies and contractors will be able to comply with requirements to only use registered contractors and subcontractors.
- Various protections are built in so that
 - A contractor won't be in violation for working on a private job that is later determined to be public work;
 - The inadvertent listing of an unregistered subcontractor on a bid won't necessarily invalidate that bid;
 - A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work;
 - An unregistered contractor or subcontractor can be replaced with one who is registered;
 - A contractor whose registration lapses will have a 90 day grace period within which to pay a late fee and renew.
- Registrations will begin after July 1, 2014, once the registration system is ready to go online. The preferred method of payment will be by credit card.
- The requirement to list only registered contractors and subcontractors on bids becomes effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

Essentials of Public Works Enforcement Fund:

All contractor registration fees will go into the State Public Works Enforcement Fund and be used to fund the following items --

- administration of contractor registration requirement
- all DIR costs for administering and enforcing public works laws
- Labor Commissioner's enforcement of other Labor Code violations on monitored public works projects.

DIR will no longer charge awarding bodies for prevailing wage compliance monitoring and enforcement by the CMU. (*Note: DIR will continue to bill and collect fees from awarding agencies for CMU services provided through June 20, 2014.*)

Related changes in DIR's administration and enforcement of public works requirements:

- Requirements to use CMU or specified alternative (labor compliance program or project labor agreement) for state bond-funded and other specified projects have been eliminated and replaced by requirements that apply to all public works projects (as defined under the Labor Code).
- Awarding bodies are *now* required to submit PWC-100 (contract award notice) for all public works projects. (*This requirement previously applied to about 90% of all projects.*)
- Contractors and subcontractors on *all* public works projects will be required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement.
 - This requirement will be phased in as follows:
 - Applies immediately to public works projects that have already been under CMU monitoring, *i.e.* contractors on ongoing projects that have been submitting CPRs to the CMU will continue doing so
 - Will apply to any new projects awarded on or after April 1, 2015
 - May apply to other projects as determined by Labor Commissioner
 - Will apply to all public works projects, new or ongoing, on and after January 1, 2016
 - The Labor Commissioner may make exception to this requirement for
 - Projects covered by qualifying project labor agreement
 - Projects undertaken by one of four remaining awarding bodies with legacy LCPs (Caltrans, City of Los Angeles, County of Sacramento, and Los Angeles Unified School District), so long as those LCPs remain approved by DIR
 - CPRs will be furnished online (as is done currently for CMU). DIR intends to continue making improvements to this process, including creating a means for general contractors to have online access to the CPRs submitted by their subcontractors.
- Requirements for awarding bodies to adopt and enforce a DIR-approved LCP are now limited to: (1) public works projects awarded prior to January 1, 2012 that were under a preexisting LCP requirement; and (2) projects funded in whole or in part by Proposition 84.

SPECIAL NOTICE NO. 4

- See sections 2 and 3 for contractors' registration requirements.

- Add following note to the General Notes of the Project Plans: “The contractor shall be responsible for any survey monuments, corner accessories and/or benchmarks within the limits of the wok. In accordance with the Professional Land Surveyor’s Act (Chapter 15 of the California Business and Professions Code), such objects within the limits of work that may be disturbed or destroyed by construction shall be referenced by a person authorized to practice Land Surveying and a Corner Record (or Record of Survey) showing said references shall be filed with the County Surveyor prior to construction. Any monument, corner accessory, or benchmark that is disturbed or destroyed by construction shall be replaced with appropriate monumentation by a person authorized to practice Land Surveying and a Corner Record (or Record of Survey) shall be filed prior to project completion. Form MPR-01 and Form MPR-02 are required for all Imperial County projects.”

- For work plan for local material from (1) a noncommercial source or (2) a source not regulated under California jurisdiction, see section 6-1.03B (1).

- Pursuant to FHWA Policy Memorandum dated December 11, 2015, all recipients must insert a contract clause referencing and requiring compliance with the Cargo Preference Act of 1954 (CPA) requirements and its implementing regulations in 46 CFR 381 for all Federal-Aid highway projects awarded after February 15, 2016. The clause should incorporate by reference the recommended clauses in 46 CFR 381.7(a)-(b) until FHWA-specific ones are developed and implemented through a revision of Form FHWA-1273. This requirement applies to materials or equipment acquired for specific Federal-aid highway projects. Attention is directed to the “Cargo Preference Act”, found under Division 1, General Provisions Section 6, “Control of Materials”.

MAIN STREET IMPROVEMENTS (NORTH SIDE) FROM HIGHWAY 111 TO MEMPHIS
 AVENUE IN NILAND
 FEDERAL AID PROJECT NO. CML-5958 (119); COUNTY PROJECT NO. 6601

TABLE OF CONTENTS

<u>NOTICE TO BIDDERS</u>	1
<u>BID ITEM LIST</u>	2
<u>LOCATION MAP</u>	5
<u>SPECIAL PROVISIONS</u>	8
<u>ORGANIZATION</u>	8
<u>DIVISION I GENERAL PROVISIONS</u>	8
1 <u>GENERAL</u>	8
2 <u>BIDDING</u> (Includes Federal-Aid Contract Requirements)	9
3 <u>CONTRACT AWARD AND EXECUTION</u>	37
4 <u>SCOPE OF WORK</u>	39
5 <u>CONTROL OF WORK</u>	40
6 <u>CONTROL OF MATERIALS</u>	47
7 <u>LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC</u>	56
8 <u>PROSECUTION AND PROGRESS</u>	62
9 <u>PAYMENT</u>	63
<u>DIVISION II GENERAL CONSTRUCTION</u>	66
10 <u>GENERAL</u>	66
12 <u>TEMPORARY TRAFFIC CONTROL</u>	66
13 <u>WATER POLLUTION CONTROL</u>	74
<u>DIVISION III EARTHWORK AND LANDSCAPE</u>	75
17 <u>GENERAL</u>	75
19 <u>EARTHWORK</u>	75
<u>DIVISION IV SUBBASES AND BASES</u>	76
26 <u>AGGREGATE BASES</u>	76
<u>DIVISION V SURFACINGS AND PAVEMENTS</u>	77
39 <u>ASPHALT CONCRETE</u>	77
<u>DIVISION VIII MISCELLANEOUS CONSTRUCTION</u>	79
73 <u>CONCRETE CURBS AND SIDEWALK</u>	79
80 <u>FENCES</u>	79
<u>DIVISION IX TRAFFIC CONTROL DEVICES</u>	80
82 <u>SIGNS AND MARKERS</u>	80
84 <u>MARKINGS</u>	80
<u>DIVISION XIII OTHER AGENCY REQUIREMENTS</u>	81
<u>FEDERAL REQUIREMENTS FOR FEDERAL AID CONSTRUCTION PROJECTS</u>	82
<u>FEDERAL MINIMUM WAGES</u>	84
<u>DIVISION XIV DOCUMENTS TO BE EXECUTED BY BIDDER</u>	110
<u>PROPOSAL TO THE COUNTY OF IMPERIAL DEPARTMENT OF PUBLIC WORKS</u>	111
<u>QUESTIONNAIRE, STATEMENTS, AFFIDAVITS, AND CERTIFICATIONS</u>	117
<u>LIST OF SUBCONTRACTORS AND SUPPLIERS</u>	124
<u>DIVISION XV DOCUMENTS TO BE EXECUTED BY THE SUCCESSFUL BIDDER</u>	134

<u>MINIMUM INSURANCE AMOUNTS</u>	135
<u>SAMPLE CONSTRUCTION CONTRACT</u>	136
<u>DISADVANTAGED BUSINESS ENTERPRISE FORMS</u>	178
<u>PERFORMANCE BOND</u>	182
<u>PAYMENT BOND</u>	183
<u>DIVISION XVI EXHIBITS & PERMITS</u>	184
<u>AIR POLLUTION CONTROL DISTRICT PERMIT REQUIREMENT</u>	185
<u>MONUMENT PRESERVATION REPORT</u>	186
<u>ENCROACHMENT PERMITS</u>	188

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 **2:00 p.m. on July 28, 2023** 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, for the following project:

MAIN STREET IMPROVEMENTS (NORTH SIDE) FROM HIGHWAY 111 TO MEMPHIS
AVENUE IN NILAND
FEDERAL AID PROJECT NO. CML-5958 (119); COUNTY PROJECT NO. 6601

The DBE Contract Goal for the project is 10.88 %.

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 state or 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.

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991. SEE FEDERAL AID CONTRACT REQUIREMENTS IN DIVISION 1 GENERAL PROVISIONS, SECTION 2 BIDDING.

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. The contractor must respond with a bid proposal for Bid.

Recommendation of selection to award Base Bid will be based on cost and budget availability at time of award. For purposes of determination of the lowest bid, Public Contract Code Section 20103.8 (a) will be used.

Technical questions or clarifications must be in writing and should be directed to the Imperial County Department of Public Works, Attention to Adolfo Garcia, Construction Engineering Coordinator, at 155 S. 11th Street, El Centro, CA 92243 or emailed to adolfofgarcia@co.imperial.ca.us before July 18, 2023. No questions will be responded to after this day.

Questions about alleged patent ambiguity of the plans, specifications, or estimate must be submitted communicated as a bidder inquiry before bid opening. Any such inquiries or questions, submitted after bid opening, will not be considered as bid protests.

The Engineer's Quantity Estimate for this project follows:

BID ITEM LIST

Item No.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY
1	Mobilization	LS	1
2	Construction Area Signs and Traffic Control	LS	1
3	Sawcut Existing A.C. Pavement	LF	3470
4	Cold Plane Existing AC Pavement	SF	7,020
5	Roadway Excavation, Remove and Dispose Existing Shoulder Material, Existing Concrete, Buried Asphalt Concrete Pavement and Underlying Material to Subbase Design Elevation.	CY	4,910
6	Remove and Dispose Existing Trees, including Roots and All Organic Material, Replant New Tree per Each Tree Removed.	EA	5
7	Relocate Existing Fence Behind Proposed ADA Curb Return	LS	1
8	Remove and Dispose Existing Guard Posts	EA	4
9	Remove Existing Traffic Signs and Deliver to County Yard.	EA	5
10	Construct Earthen Drainage "V" Swale	LF	510
11	Subbase Preparation, Moisture Condition, Scarify and Recompect 12 inches of Native Material.	SY	7,120
12	Furnish and Install Class II Aggregate Base (61,800 S.F.)	CY	3,550
13	Asphalt Concrete Type A (61,800 S.F.)	TON	1,600
14	P.C.C. Curb and Gutter	LF	2,528
15	P.C.C. Sidewalk	SF	6,970
16	P.C.C. Driveway Per County SD 410A	SF	9,450
17	P.C.C. Confined Driveway	SF	305
18	P.C.C. Cross Gutter	SF	1,920
19	P.C.C. Spandrel	SF	2,460
20	P.C.C. ADA Curb Return	EA	9
21	On-Street Accessible Parking Stall per Caltrans SP A90B, Include Ramps, Truncated Domes, Concrete Walkway, Striping and ADA Signage.	EA	1
22	Place Native Material Behind New Sidewalk. Contractor Shall Use Material Removed Onsite.	LS	1
23	Thermoplastic Striping	LS	1
24	Monument Preservation	LS	1
25	Erosion and Dust Control	LS	1
26	Survey Construction Staking	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 construction 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. It is the bidder’s ultimate responsibility to verify that he or she has obtained ALL the addendums for each project in case bidder did not purchase the bid documents directly from the Imperial County Public Works Department.

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

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 California Labor Code 1777.1 and 1777.7.

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.

SB 854 was signed into law on June 20, 2014 and became effective immediately. All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to the DIR. An awarding body may NOT accept a bid or enter into a contract for public works from an unregistered contractor.

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, Suite 209, El Centro, CA 92243.

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

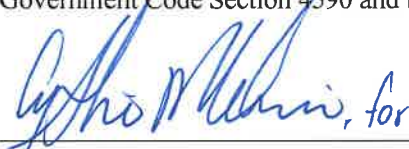
Attention is directed to the Federal minimum wage rate requirements set forth elsewhere in these special provisions. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department 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 experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

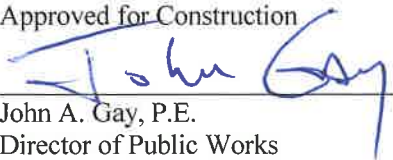
Bidders are advised that, as required by federal law, the State has established a statewide overall DBE goal. This County of Imperial federal-aid contract is considered to be part of the statewide overall DBE goal. The Agency is required to report to Caltrans on DBE participation for all Federal-Aid contracts each year so that attainment efforts may be evaluated.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, telephone no. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

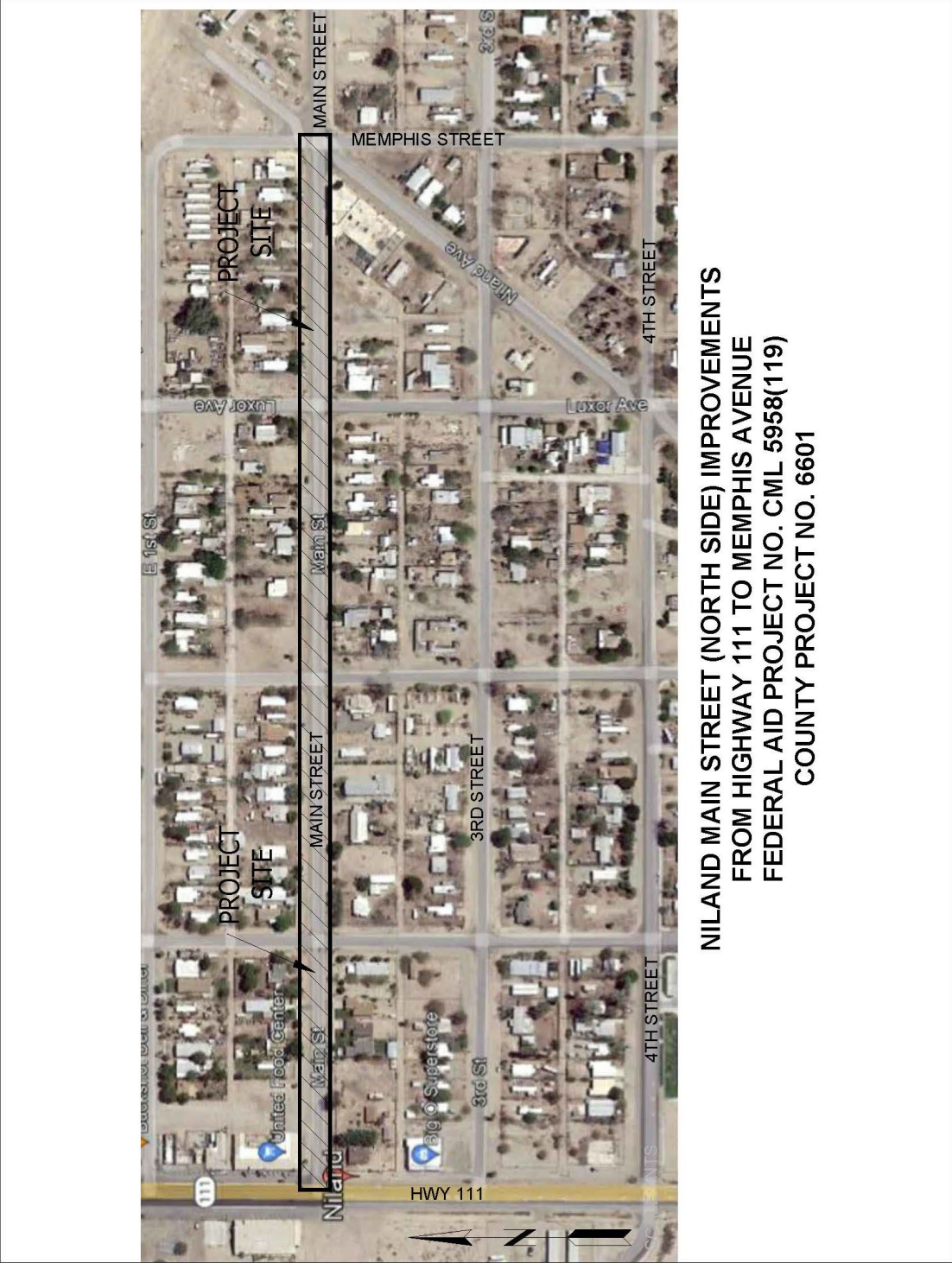
Withdrawal of bids shall not be permitted for a period of seventy-five (75) days after the date set for the opening thereof.

Monies withheld by the owner to ensure performance under the contract may be released in accordance with Government Code Section 4590 and these contract documents.

 for 6-27-23
Blanca Acosta Date
Clerk of the Board of Supervisors

Approved for Construction
 6/27/23
John A. Gay, P.E. Date
Director of Public Works

PROJECT LOCATION



**NILAND MAIN STREET (NORTH SIDE) IMPROVEMENTS
FROM HIGHWAY 111 TO MEMPHIS AVENUE
FEDERAL AID PROJECT NO. CML 5958(119)
COUNTY PROJECT NO. 6601**

STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below are included in the project plans.

ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

A3A	Abbreviations (Sheet 1 of 3)
A3B	Abbreviations (Sheet 2 of 3)
A3C	Abbreviations (Sheet 3 of 3)
A10A	Legend - Lines and Symbols (Sheet 1 of 5)
A10B	Legend - Lines and Symbols (Sheet 2 of 5)
A10C	Legend - Lines and Symbols (Sheet 3 of 5)
A10D	Legend - Lines and Symbols (Sheet 4 of 5)
A10E	Legend - Lines and Symbols (Sheet 5 of 5)

PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

A20A	Pavement Markers and Traffic Lines - Typical Details
A24D	Pavement Markings - Words
A24F	Pavement Markings - Crosswalks
RSP A24G	Pavement Markings - Yield Lines, Limit Lines, and Wrong Way Details

TEMPORARY WATER POLLUTION CONTROL

T56	Temporary Water Pollution Control Details (Temporary Fiber Roll)
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CANCELED STANDARD PLANS LIST

The standard plan sheets listed below are canceled and not applicable to this contract.

Plan No.	Date Canceled	Plan No.	Date Canceled	Plan No.	Date Canceled
P31B	10-18-19				
P32A	10-18-19				
P32B	10-18-19				
C7A	10-19-18				
C7B	10-19-18				
C7C	10-19-18				
D89	10-18-19				
B11-55	04-19-19				
B11-56	10-19-18				
B11-57	10-19-18				
ES-2C	10-19-18				
RSP ES-3I	10-16-20				
ES-3J	10-16-20				
ES-3L	10-16-20				
ES-7P	04-17-20				

SPECIAL PROVISIONS

MAIN STREET IMPROVEMENTS (NORTH SIDE) FROM HIGHWAY 111 TO MEMPHIS AVENUE IN NILAND

FEDERAL AID PROJECT NO. CML-5958 (119); COUNTY PROJECT NO. 6601

ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

^^

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.01:

The work embraced herein shall be done in accordance with the Standard Specifications dated May 2018 and the Standard Plans dated May 2018, 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 5-1.02, "Contract Components," 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

Add to section 1-1.07B:

Attorney General: County Counsel

Board of Supervisors or Board: 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.

Chief Engineer: County Director of Public Works

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

Contract Documents: Plans, *Notice to Bidders and Special Provisions*, and *Bid Book* and Contract.

Redefine the following definitions in section 1-1.07B to mean:

The County will receive sealed bids until the time and date stated in the Notice to Bidders at the office of the Clerk of the Board of Supervisors at the County Administration Center located at 940 Main Street in El Centro, CA 92243. Bids received after this time will not be accepted.

The County will immediately open and public read the bids at the above location after the specified bid opening time.

The *Notice to Bidders and Special Provisions* includes the *Notice to Bidders* and the special provisions (as referenced in Section 2-1.06B).

The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the County or any other person will not affect the risks or obligations assumed by you or relieve you from fulfilling any of the conditions of the Contract.

A Non-Collusion Affidavit is included in the *Bid Book* (Pub Cont Code §7106). Signing the bid also constitutes signature of the Non-Collusion Affidavit.

Add to section 2-1.07:

Check with local contractors regarding local site, surface, subsurface, and material conditions and variability. Failure to do so will not relieve your obligation to enter into a contract and complete the contemplated work under the Contract Documents.

Examine all of the various parts of these Documents if contemplating the submission of a bid, and should there be any doubt as to the meaning or intent of the Contract Documents, you must request an interpretation, in writing. Any interpretation or change in the Contract Documents will be made, in the form of addenda to the Documents and will be furnished to all Bidders receiving a set of the Documents. The County is not responsible for any other explanation or interpretations of the Documents.

Request for interpretation must be submitted in writing to Adolfo Garcia, at 155 S. 11th Street, El Centro, CA 92243 or emailed to adolfo.garcia@co.imperial.ca.us before **July 18, 2023**. No questions will be responded to after this day.

Replace item 2 in the list in the 2nd paragraph of section 2-1.10 with:

2. California contractor license number

Add to section 2-1.10:

SUBCONTRACTOR LIST

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.

A sheet for listing subcontractors, as required herein is included in the proposal. The bidder must list in its bid all its subcontractors who will perform work in excess of one-half percent of the total bid or, in the case of streets, or highways, one-half percent or \$10,000, whichever is greater (Public Contract Code S 4104).

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 your 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.

Replace the paragraphs of section 2-1.33A with:

Complete the forms in the *Bid Book*. Submit the forms with your bid.

Do not fax forms, except for the copies of forms with the public works contractor registration number submitted after the time of bid. Fax these copies to (442) 265-1818, Attention Adolfo Garcia, Construction Engineering Coordinator.

Failure to submit the forms and information as specified may result in a nonresponsive bid.

All blank spaces in the bid form must be filled in, in ink, in both words and figures, where required. No changes will be made in the phraseology of the forms. Written amounts will govern in cases of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and totals, unit prices will prevail. Indicate receipt of all addenda.

Any bid will be deemed nonresponsive if it contains any of the following:

1. Omissions, erasures, alterations, or additions of any kind
2. Prices uncalled for
3. Prices that are obviously unbalanced
4. Fails to conform to the conditions of the published Advertisement for Bid in any manner.

Sign your bid in ink in the space provided.

If you are a corporation, state the legal name of the corporation, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If you are a co-partnership, state the true name of the firm, together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership.

If an agent other than the authorized corporate officer or a partnership member signs the bid, file a Power of Attorney with the County either before opening bids or with the bid. Otherwise, the bid may be nonresponsive.

State and local sales and use taxes required by State statutes and laws will be paid by you. Prices quoted in the Bid must include sales tax.

Submit bids in a sealed envelope to the office of the Clerk of the Board of Supervisors at the County Administration Center located at 940 Main Street in El Centro, CA 92243. Each sealed bid must be plainly marked on the outside as "**BID for MAIN STREET IMPROVEMENTS (NORTH SIDE) FROM HIGHWAY 111 TO MEMPHIS AVENUE IN NILAND; FEDERAL AID PROJECT NO. CML-5958 (119); COUNTY PROJECT NO. 6601**", to be opened at **July 28, 2023 at 2:00p.m.** and must bear on the outside the name of the bidder, his address, and his license number.

All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

You must satisfy yourself of the accuracy of the estimated quantities in the bid schedule by examination of the site and a review of the drawings and specifications, including addenda. After bids are submitted, you will not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

You may modify your bid by written communication provided such communication is received by the County before bid opening time. The written communication should not reveal the bid price but should state the addition or subtraction or other modification so that the final prices or terms will not be known by the County until the sealed bid is opened.

A bid will not be accepted if it modifies the plans or specifications or method of work.

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 bid opening shall render their bids nonresponsive and/or responsible.

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

Replace the paragraphs of section 2-1.34 with:

Each bid must be accompanied by a bid bond payable to the County for ten percent (10%) of the total amount of the bid. Once bid prices have been compared, the County will return the bid bonds of all except the three lowest responsible bidders. When the agreement is executed, the bid bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved. A certified check or cashier's check may be used instead of a bid bond, made payable to the County of Imperial.

The bidder's bond must conform to the bond in the *Bid Book* and must be properly filled out and executed. The bidder's bond form included in the *Bid Book* may be used.

Replace the paragraphs of section 2-1.40 with:

The County may waive any informalities or minor defects or reject all bids. Any bid may be withdrawn before the bid opening or authorized postponement date. No bidder may withdraw a bid within seventy-five (75) days after the bid opening date. If the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the County and the bidder.

Add to section 2-1.46:

The County may make such investigations necessary to determine your ability to perform the work, and you will furnish to the County all requested information and data for this purpose. The County reserves the right to reject any bid if it is determined you are unqualified to carry out the obligations of the Contract and to complete the work.

Add to section 2-1.49:

Failure to fulfill the requirements of these Contract Documents may subject you to a determination of bidder's responsibility if you are the apparent low bidder on future public works contracts.

Add the following to Section 2:

FEDERAL-AID CONTRACT REQUIREMENTS

(1-14)

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49 CFR 26.13(b):

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

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

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

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

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

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49CFR26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

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

B. Contract Assurance

Under 49 CFR 26.13(b):

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

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

C. Prompt Progress Payment

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

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

D. Prompt Payment of Withheld Funds to Subcontractors

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

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

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

subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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

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

E. Termination and Substitution of DBE Subcontractors

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

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

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.

4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

The prime contractor's request to use other forces or material sources must include:

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

If the Agency authorizes the termination or substitution of a listed DBE, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must (1) perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal, and (2) be certified as a DBE with the most specific available NAICS codes and work codes applicable to the type of work the DBE will perform on the contract at the time of the prime contractor's request for substitution. The prime contractor shall submit their documentation of good faith efforts within 7 days of their request for authorization of the substitution. The Agency may authorize a 7-day extension of this submittal period at the prime contractor's request. More guidance can be found at 49 CFR 26 app A regarding evaluation of good faith efforts to meet the DBE goal.

F. Commitment and Utilization

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

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

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

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

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

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

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

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

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

G. DBE Running Tally of Attainments

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete

and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

2. BID OPENING

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

3. BID RIGGING

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

4. CONTRACT AWARD

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

5. CONTRACTOR LICENSE

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

6. DIFFERING SITE CONDITIONS

a. Differing Site Conditions

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

b. Suspensions of Work Ordered by the Engineer

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

c. Significant Changes in the Character of Work

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

percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

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

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

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:

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

Production includes:

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

9. QUALITY ASSURANCE

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

10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

Refer to Section 5-1.08 – Prompt Payment of Withheld Funds to Subcontractors in Part II Special Provisions – Special Conditions of these Specifications.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS (Excluding ATTACHMENT A- EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of

employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as

amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

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

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The

contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on

the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the

contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by

the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer,

or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

related project submitted for approval to the Secretary of Transportation; or

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

- By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or sub grantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or sub grantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

participating in covered transactions by any Federal department or agency;

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or sub grantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or sub grantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification,

in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

12. FEMALE AND MINORITY GOALS

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

The nationwide goal for female utilization is 6.9 percent.

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

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo	16.1
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3

178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

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

13. Federal Trainee Program

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

This section applies if a number of trainees or apprentices is specified in the special provisions.

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

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

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

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

Before starting work, submit to the County of Imperial:

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

Obtain the County of Imperial approval for this submitted information before you start work.

The County of Imperial credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

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

Do not employ as an apprentice or trainee an employee:

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

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The County of Imperial and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period

2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

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

The County of Imperial reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

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

Each apprentice or trainee must:

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

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

14. TITLE VI ASSURANCES

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

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

21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

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

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

***THE CONTRACTOR SHALL MAINTAIN RECORDS AND SUBMIT REPORTS
DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION***

END FEDERAL AID REQUIREMENTS 1-14

END SECTION 2, BIDDING

^^

3 CONTRACT AWARD AND EXECUTION

Add to section 3-1.02A:

All bids will be compared on the basis of the engineer's estimate of the quantities of work to be done.

The estimated quantities listed in the bid are approximate and for the basis of award of the Contract. Payment will be made on the measurement of the work actually performed by you. The County reserves the right to increase or decrease the amount of any class of work as may be deemed necessary and as stated in section 9-1.06.

When the bid for the work is to be submitted on a lump sum basis, a single lump sum price must be submitted in the appropriate place. The total amount to be paid must be the amount of the lump sum in the bid, as adjusted for additions or deletions resulting from changes in construction. After award of Contract, you will break down and submit the lump sum bid into unit prices for the various portions to be completed.

If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder whose proposal complies with all the requirements prescribed.

Replace the paragraphs of section 3-1.02B with:

The Department breaks a tied bid with a coin toss.

Replace the paragraphs of section 3-1.04 with:

Any party with a direct financial interest adversely affected by any alleged bid irregularity at the bid opening may file a protest with the County based on alleged violations of Federal, State, or local law or ordinance, or alleged bid irregularity.

A protest must:

1. Be delivered to 155 S. 11th Street, El Centro, CA 92243
2. Be written
3. State the specific basis of the appeal
4. Request a determination of the protest issue
5. Be filed no later than 72 hours before the scheduled award of Contract by County, as determined by the published agenda of the Board of Supervisors of the County of Imperial. Any protest filed after this time will not be considered.

The party filing the protest must transmit a copy of all protest documents and any attachments to all other parties with a direct financial interest which may be adversely affected by the determination of the protest appeal concurrently.

The County will review the protest and make a determination.

The Notice to Proceed will be issued after the Contract has been approved by the Imperial County Board of Supervisors.

If the County awards the Contract, the award is made to the lowest responsible bidder within seventy-five (75) days. This period may be subject to extension for such further period as agreed upon in writing between the Department and you.

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 should be provided for County of Imperial filing purposes

Replace the paragraphs of section 3-1.05 with:

The successful bidder must furnish 2 bonds with a corporate surety approved by the County:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the total bid.
2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the total bid.

The bond forms are in the *Bid Book*.

Attorneys-in-fact who sign bonds must file with each a certified and effective dated copy of their power of attorney.

File bonds within 10 business days from the date when Notice of Award is delivered to you. The Notice of Award must be accompanied by the necessary agreement and bond forms. Your failure to execute the agreement may be considered as a default by the County and the bid bond will become the property of the County.

Within 15 days of receipt of acceptable performance bond, payment bond and agreement signed by you, the County will sign the agreement and return an executed duplicate of the agreement. Should the County not execute the agreement within such period, you may withdraw your signed agreement with written notice. Such notice of withdrawal will be effective upon receipt of the notice by the County.

Add to section 3-1.06:

REQUIRED LICENSES

At the time the Contract is awarded and at all times during construction of the project, the Contractor shall possess and maintain a California contractor's license, Class A.

Replace section 3-1.08 with:

3-1.08 RESERVED

Replace the paragraph of section 3-1.11 with:

Complete and deliver to the Engineer a *Payee Data Record* when requested by the County.

Replace the paragraphs of section 3-1.18 with:

The successful bidder must sign the Contract form. The Contract form is found in the *Bid Book*.

Deliver to the Department of Public Works, 155 S. 11th Street, El Centro, CA 92243:

- 1. Signed Contract form
- 2. Contract bonds
- 3. Documents identified in section 3-1.07

The County must receive these documents before the 10th business day after the bidder receives the Contract.

The bidder's security may be forfeited for failure to execute the Contract within the time specified (Public Contract Code §§ 10181, 10182, and 10183).

Failure to do so shall be just cause for forfeiture of the proposal guaranty.

^^

4 SCOPE OF WORK

Replace the paragraphs of section 4-1.06B with:

CONTRACTOR’S NOTIFICATION

Provide notification in writing promptly, and before disturbing the affected area for any of the following:

- 1. Subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract
- 2. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as included in the work provided for in the Contract are encountered at the site

Upon written notification the Engineer will investigate the conditions, and if the Engineer determines the conditions materially differ and cause an increase or decrease in the cost or item required for the performance of any work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified. The Engineer will notify you of his determination whether or not and adjustment of the Contract is warranted.

You will be allowed 15 days from notification of determination to file a notice of potential claim as allowed under Section 5-1.43, otherwise the Engineer's determination will be deemed to have been accepted by you as correct.

The notice of potential claim must state how your position differs from the Engineer's determination and you must provide any additional information obtained by you, including but not limited to additional

geotechnical data. Supplementary information, obtained by you subsequent to the filing of the notice of potential claim, must be submitted to the Engineer in an expeditious manner.

The notice of potential claim must be accompanied by your certification that the following were made in preparation of the bid:

1. Review of the contract
2. Review of the *Information Handout*
3. Review of the log of test borings and other records of geotechnical data to the extent they were made available to you prior to the opening of bids
4. Examination of the conditions above ground at the site

No Contract adjustment which results in a benefit to you will be allowed unless you provide the required written notice.

No Contract adjustment will be allowed under the provisions in section 4 for any effects caused on unchanged work.

Any Contract adjustment warranted due to differing site conditions will be made under the provisions in section 4-1.05.

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 you encounter materials which you reasonably believe 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, you may continue work in unaffected areas reasonably believed to be safe. 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 a 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 you will be compensated for the delay in conformance with the provisions in section 8-1.07.

^^

5 CONTROL OF WORK

Replace the paragraphs of section 5-1.01 with:

Furnish the resources except County-furnished materials required to complete the work as described in the Contract.

Provide Quality Control (QC).

Work is subject to the County’s inspection, sampling, and testing. The County’s inspection, sampling, and testing do not relieve you of your responsibility to provide QC.

Ensure the County’s safe and unrestricted access to the work. Furnish facilities necessary for the County’s inspection.

Where the means and methods to complete the work are not described in the Contract, choose the means and methods to complete the work.

Where the Contract describes more than 1 construction method or more than 1 type of material or equipment, the County does not assure that each construction method or type of material or equipment can be used successfully throughout all or any part of the project. You are responsible to use the alternative or alternatives that will accomplish the work under the conditions encountered.

Failure to comply with any Contract part is a waiver of your right to an adjustment of time and payment related to that part.

Use contract administration forms designated by the County.

Replace the paragraphs of Section 5-1.13A with:

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

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

Except for a building-construction non-federal-aid contract, 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:

1. State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.)
2. Public works contractor registration number with the Department of Industrial Relations

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.

Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

Your subcontractors will perform the work and supply the materials they are listed for unless you have prior written authorization to perform the work with other forces or obtain the materials from other sources.

PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay to any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any 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.

The County shall hold retainage at least five percent of the contract price on any public works contract exceeding \$5,000 as per California public Contract Code § 9203 from the Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the County of the Contract work and pay retainage to the 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 County. 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 County'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.

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."

Add to section 5-1.20A

PERMITS, LICENSES, AGREEMENTS, AND CERTIFICATIONS WITH OTHER ENTITIES

The Contractor shall coordinate with and be responsible for obtaining permission, permits and other documentation as necessary by Caltrans, and any other agencies, utility providers and/or individuals that may be affected by the project in order to obtain any required authorization to access, construct, and permit to operate. This also includes obtaining provision for construction water for dust control and earthen compaction of materials.

Specifically for construction water from either Imperial Irrigation District (nearby canal), or Golden State Water (potable water supplier in Niland), an encroachment permit or other approval from the respective agency to draw water from their facilities may include water application and fees. Any permit or approval for construction water is entirely the responsibility of the contractor, considered a part of the various items of work, and no compensation shall be considered or made therefor for temporary construction water.

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 within 10 days after bid opening shall render their bids nonresponsive.

The Contractor shall be required to comply with the County of Imperial Air Pollution Control District's requirements. County of Imperial Air Pollution Control District forms, requirements and information are available via the internet at <http://www.imperialcounty.net/AirPollution/Default.htm>

The Contractor shall be responsible for completing, submitting and implementing the Construction Notification Form and Dust Control Plan as required by the Imperial County Air Pollution Control District.

Full compensation for all coordination with and obtaining such permits and licenses shall be at contractor expense, including any agency permit fees. All items within the required permits shall be considered as included in the various items of work and no additional payment shall be made therefor.

Replace section 5-1.24 of the RSS with:

SURVEYING

The contractor shall use a person (Surveyor) authorized to practice land surveying 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 shall 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, flow line grades, face of curb, existing and proposed 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.

Full compensation for providing Surveying work shall be considered as included in the contract lump sum price paid for “Surveying and Construction Staking” and no additional compensation shall be allowed therefor.

Replace the paragraphs of section 5-1.32 with:

AREAS FOR USE

Occupy County of Imperial Right-of-Way only for purposes necessary to perform the work.

If no County-owned area is designated for the Contractor's use, you may arrange for temporary storage with the County.

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

Defend, indemnify, and hold the County harmless to the same extent as under Section 7-1.05 of the Standard Specifications.

The County does not allow temporary residences within the County of Imperial Right-of-Way.

Add between the 2nd and 3rd paragraphs of section 5-1.36C (3):

Nonhighway Facility Rearrangement

The County may rearrange a nonhighway facility during the Contract. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility.

The County may authorize facility owners and their agents to enter the Right-of-Way to perform rearrangement work for their facilities or to make connections or repairs to their property. Coordinate activities to avoid delays.

Notify the Engineer at least 30 days before the interfering utilities are to be rearranged. The Engineer notifies the utility owners.

If necessary rearrangement of underground infrastructure is not described in the Contract, the Engineer may order you to perform the work. The rearrangement is change order work.

Immediately notify the Engineer of a delay due to a rearrangement different from that described in the Contract. *

If you want infrastructure rearrangement different from that described in the Contract:

1. Notify the Engineer
2. Make an arrangement with the infrastructure owner
3. Obtain authorization for the rearrangement
4. Pay the infrastructure owner any additional cost

The County does not adjust time or payment for a rearrangement different from that described in the Contract.

Replace section 5-1.36D with:

MONUMENT PRESERVATION/PERPETUATION

The contractor shall be responsible for any survey monuments, corner accessories and/or benchmarks within the limits of work. In accordance with Professional Land Surveyors' Act (Chapter 15 of the California Business and Professions Code), such objects within the limits of work that may be disturbed or destroyed by construction shall be referenced by a person authorized to practice Land Surveying and a Corner Record (or Record of Survey) showing said references shall be filed with the County Surveyor prior to construction. Any monument, corner accessory, or benchmark that is disturbed or destroyed by construction shall be replaced with appropriate monumentation by a person authorized to practice Land Surveying and a Corner Record (or Record of Survey) shall be filed prior to project completion. Form MPR-01 and Form MPR-02 are required for all Imperial County Projects. See Division XVI "Exhibits & Permits" for forms.

It shall be the contractor's responsibility to complete a field survey to determine the existence of survey monuments, corner accessories, and/or benchmarks to be impacted prior to construction, said survey shall be conducted by a person authorized to practice land surveying. 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. The person authorized to practice land surveying shall complete a Pre-construction Monument Preservation Report (form MPR-01) and the report shall be provided to the Imperial County Surveyor prior to construction. The report shall be accompanied by necessary sketches, photos, or other records as provided in the Monument Preservation Report. In addition to said pre-construction Monument Preservation Report, if it is determined that survey monuments, corner accessories and/or benchmarks within the limits of work may be disturbed or destroyed, the person authorized to practice land surveying shall reference said items and file a corner record (or record of survey) of the references with the County Surveyor prior to construction.

Full compensation for completing necessary research, site inspection, field survey, report, and/or preparation of corner records (or records of survey) shall be considered as included in the contract lump sum price paid for "Monument Preservation/Perpetuation" and no additional compensation shall be allowed therefor.

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.

Prior to final project inspection, the Contractor is responsible to have a post-construction Monument Preservation Report (form MPR-02) completed by a person authorized to practice land surveying and submitted to the Resident Engineer for submittal to the County Land Surveyor.

If survey monument(s), corner accessory(ies), and/or benchmark(s) are disturbed or destroyed during construction, new monument(s), corner accessory(ies), and/or benchmark(s) shall be set in the surface of the new construction or a witness monument(s) set to perpetuate the original location of the disturbed monument(s) or benchmark(s). Contractor is responsible that a post-construction corner record(s) (or record of survey) be filed with the County Surveyor prior to final inspection of the project.

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 monuments/benchmarks are identified after the initial survey, they must be preserved/perpetuated with no additional compensation therefor.

Replace first and second paragraph of section 5-1.47 with:

GUARANTEE

Guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Completion. You must warrant and guarantee for a period of one (1) year from the date of Completion of the project that the completed project is free from all defects due to faulty materials or workmanship and you will promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the project resulting from such defects. The County will give notice of observed defects with reasonable promptness. Should you fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the County may do so and bill you. Your performance bond remains in effect through the guarantee period.

The guarantee excludes damage or displacement caused by an event outside your control, including:

1. Normal wear and tear
2. Improper operation
3. Insufficient maintenance
4. Abuse
5. Unauthorized change
6. Act of God

The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results using the US EPA's ProUCL software with the applicable 95 percent upper confidence limit. I certify that the material from the local material source is suitable for unrestricted use at the job site, it has a pH above 5.0, does not contain soluble lead in concentrations equal to or greater than 5mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II, does not contain lead in concentrations above 80 mg/kg total lead, is free from all other contaminants identified in the local material plan, and will comply with the job site's basin plan and water quality objectives of the RWQCB.

2. Chain of custody of samples
3. Analytical results no older than 1 year
4. Statistical analysis of the data using US EPA's ProUCL software with a 95 percent upper confidence limit
5. Comparison of sample results to hazardous waste concentration thresholds and the RWQCB's basin plan requirements and water quality objectives for the job site location

6-1.03B(3) Sample and Analysis

Sample and analyze local material from a (1) noncommercial source or (2) source not regulated under CA jurisdiction:

1. Before bringing the local material to the job site
2. As described in the local material plan
3. Under US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)

The sample collection must be designed to generate a data set representative of the entire volume of proposed local material.

Before excavating at the (1) noncommercial material source or (2) a source not regulated under CA jurisdiction, collect the minimum number of samples and perform the minimum number of analytical tests for the corresponding maximum volume of local material as shown in the following table:

Minimum Number of Samples and Analytical Tests for Local Material

Maximum volume of imported borrow (cu yd)	Minimum number of samples and analytical tests
< 5,000	8
5,000–10,000	12 for the first 5,000 cu yd plus 1 for each additional 1,000 cu yd or portion thereof
10,000–20,000	17 for the first 10,000 cu yd plus 1 for each additional 2,500 cu yd or portion thereof
20,000-40,000	21 for the first 20,000 cu yd plus 1 for each additional 5,000 cu yd or portion thereof
40,000–80,000	25 for the first 40,000 cu yd plus 1 for each additional 10,000 cu yd or portion thereof
> 80,000	29 for the first 80,000 cu yd plus 1 for each additional 20,000 cu yd or portion thereof

Do not collect composite samples or mix individual samples to form a composite sample.

Analyze the samples using the US EPA's ProUCL software with a 95 percent upper confidence limit. All chemical analysis must be performed by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP).

The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste
2. Has a pH above 5.0
3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
4. Is free of possible contaminants identified in the local material plan
5. Complies with the RWQCB's basin plan for the job site location
6. Complies with the RWQCB's water quality objectives for the job site location

6-1.03C Local Material Management

Do not place local material until authorized.

If the Engineer determines the appearance, odor, or texture of any delivered local material suggests possible contamination, sample and analyze the material. The sampling and analysis is change order work unless (1) hazardous waste is discovered or (2) the analytical test results indicate the material does not comply with section 6-1.03B(3).

Dispose of noncompliant local material at an appropriately permitted CA Class I, CA Class II or CA Class III facility. You are the generator of noncompliant local material.

Replace section 6-1.06 of the RSS for section 6-1 with:

6-1.06 BUY CLEAN CALIFORNIA ACT

6-1.06A Summary

The materials or products shown in the following table are subject to the Buy Clean California Act (Pub Cont Code § 3500 et seq.):

Material or product	Material specifications
Carbon steel rebar ^a	Section 52-1.02B, "Bar Reinforcement" Excludes epoxy-coated or galvanized reinforcement uses.
Structural steel ^b	Section 55-1.02D(1), "General," – Structural Steel and Other Materials tables and Section 99, "Building Construction" For hot-rolled, plate or hollow products.
Flat glass ^c	Section 99, "Building Construction"
Mineral wool board insulation ^d	Section 99, "Building Construction"

^aFor each mill providing 20,000 pounds or more on the project

^bFor each mill providing 5,000 pounds or more on the project

^cFor each manufacturer providing 2,000 square feet or more on the project

^dFor each manufacturer providing 4,000 square feet or more on the project

For product category rules for applicable materials or products, go to the METS website. Use the product category rule in effect on the date of bid opening unless otherwise authorized. An environmental product declaration is not required for a material or product for either of the following conditions:

1. Applicable product category rule has expired without replacement as of the bid opening date.
2. Applicable product category rule was issued less than 100 days before the bid opening date.

For projects with a bid opening date from December 1, 2019, through May 31, 2021, with total bid over \$1 million and 175 or more original working days, submit an environmental product declaration as an

informational submittal for each applicable material or product. Submit each environmental product declaration within 15 days of initial installation of the material or product.

For projects with a bid opening date after May 31, 2021, with total bid over \$1 million and 175 or more original working days, submit an environmental product declaration for each applicable material or product. Submit an environmental product declaration for each applicable material or product at least 15 days before scheduled installation. The global warming potential of each applicable material or product as evidenced by its environmental product declaration shall not exceed the maximum acceptable global warming potential values established by the Department of General Services. Do not install the applicable material or product until the submittal is authorized. The Department of General Services publishes the maximum acceptable global warming potential for each category of material or product in the State Contracting Manual. For the manual go to: <https://www.dgs.ca.gov/>.

6-1.06B Definitions

environmental product declaration: Independently verified document created and verified under International Organization for Standardization (ISO) 14025 for Type III environmental declarations that identifies the global warming potential emissions of the facility-specific material or product through a product stage life cycle assessment.

product category rule: Program operator established rule based on the science of life cycle assessment that governs the development of the environmental product declaration for the material or product.

product stage: Boundary of the environmental product declaration that includes (1) raw material supply, (2) transportation processes, and (3) processing operations, including operations such as melting, mixing, fabrication, finishing, curing, cooling, trimming, packaging and loading for transport delivery. Commonly referred to as a "cradle-to-gate" life cycle assessment.

program operator: Independent agency that supervises and confirms the full environmental product declaration development process under ISO 14025.

raw material supply: Upstream processes which can include allocations, extraction, refinement, reclamation, handling and processing of the constituents used in producing the material or product.

transportation processes: Includes transportation of raw, reclaimed or recycled material constituents from the supplier to the gate of the manufacturer, producer or fabricator. Includes transport of related waste products.

6-1.06C Submittals

At least 15 days before submitting environmental product declarations, you must register on the Department's Data Interchange for Materials Engineering. Follow the registration process at:

<https://dime.dot.ca.gov/>

Submit environmental product declarations for applicable materials or products to the Department's Data Interchange for Materials Engineering and provide PDF copies to the Engineer. Carbon steel rebar or structural steel environmental product declarations must be mill produced.

Immediately notify the Engineer if a program operator has determined their product category rule does not allow for development of a facility-specific environmental product declaration for an applicable material or product. Include written correspondence from the program operator. If the Engineer determines the development of a facility-specific environmental product declaration for an applicable material or product cannot be achieved, no environmental product declaration will be required for that specific material or product.

6-1.06D Quality Assurance

Not Used

Add the following to Section 6

BUY AMERICA REQUIREMENTS

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

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

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

Production includes:

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


Memorandum

*Flex your power!
Be energy efficient!*

To: REGION/DISTRICT DIVISION CHIEFS
Right of Way

Date: December 30, 2013

File: UTILITIES
General

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

Subject: BUY AMERICA

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

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

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

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

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

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

Paragraph V-9 Federal Aid Clause – Master Contract:

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

“Caltrans improves mobility across California”

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

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

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

Paragraph V-11a Utility Owner Self Certification Method:

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

NOTE:

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

Paragraph 11b Vendor/Manufacturer Certification Method:

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

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

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

be made available to Caltrans or FHWA upon request.”

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

Paragraph V-12 Utility Agreement not subject to BA

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

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

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

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

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END BUY AMERICA REQUIREMENTS

CARGO PREFERENCE ACT (CPA)

Pursuant to FHWA Policy Memorandum dated December 11, 2015, all recipients must insert a contract clause referencing and requiring compliance with the Cargo Preference Act of 1954 (CPA) requirements and its implementing regulations in 46 CFR 381 for all Federal-aid highway projects awarded after February 15, 2016.

The clause should incorporate by reference the recommended clauses in 46 CFR 381.7(a)-(b) until FHWA-specific ones are developed and implemented through a revision of Form FHWA-1273.

This requirement applies to materials or equipment acquired for specific Federal-aid highway projects. Attention is directed to Section 5-1.17 entitled, "Cargo Preference Act," found under Part II. Special Provisions – Special Conditions.

Local agencies must include the following contract clause (either directly or by reference) in all Federal-aid contracts awarded after February 15, 2016.

USE OF UNITED STATES FLAG VESSELS:

The Contractor agrees –

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

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

3. - To insert the substance of the provisions of this clause in all subcontractors issued pursuant to this contract.

END CARGO PREFERENCE ACT

END SECTION 6

^^

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add after the 1st sentence of the 1st paragraph of section 7-1.02A:

This requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

Replace the 2nd paragraph of section 7-1.02K(2) with:

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the Department of Industrial Relations' website and the County of Imperial office. These wage rates are not included in the Contract Documents. Changes in general prevailing wage determinations apply to the Contract when the Director of Industrial Relations has issued them at least 10 days before advertisement (Labor Code § 1773.6 and 8 CA Code of Regs 16204).

Add to section 7-1.02K(2):

All labor will be paid at not less than the minimum wage rates established by the State of California's Director of Industrial Relations (State Wage Rates).

Replace the 6th paragraph of section 7-1.02K(3) with:

Submit certified payroll and your signed contractor's acknowledgement to the Engineer.

Delete the 7th through 10th paragraphs of section 7-1.02K(3).

Replace section 7-1.02K(6)(j)(ii) with:

Section 7-1.02K(6)(j)(ii) applies if a bid item for a lead compliance plan is shown on the Bid Item List.

Regulations containing specific Cal/OSHA requirements when working with lead include 8 CA Code of Regs § 1532.1.

Submit a plan:

1. That documents your compliance program to prevent or minimize worker exposure to lead
2. Including the items listed in 8 CA Code of Regs § 1532.1(e)(2)(B)
3. Sealed and signed by a CIH with knowledge of and experience complying with 8 CA Code of Regs

Allow 7 days for review. Obtain authorization for the plan before starting any activity that presents the potential for lead exposure.

Before starting any activity that presents the potential for lead exposure to employees who have no prior training, including County employees, provide a safety training program to these employees that complies with 8 CA Code of Regs § 1532.1 and your lead compliance plan.

Submit copies of air monitoring or job site inspection reports made by or under the direction of the

CIH under 8 CA Code of Regs § 1532.1 within 10 days after the date of monitoring or inspection.

Supply personal protective equipment, training, and washing facilities required by your lead compliance plan for 5 County employees.

Payment

Full compensation for preparation of a Lead Compliance Plan shall be considered as included in the contract price paid per lump sum for “Lead Compliance Plan” and no separate or additional payment shall be considered therefor.

Replace *Reserved* in the RSS for section 7-1.02K(6)(j)(iii) with:

Section 7-1.02K(6)(j)(iii) includes specifications for handling, removing, and disposing of unregulated earth material containing lead. Management of this material exposes workers to health hazards that must be addressed in your lead compliance plan. This material contains average lead concentrations below 80 mg/kg total lead and below 5 mg/L soluble lead and is not regulated by DTSC as a hazardous substance or a hazardous waste. This material does not require disposal at a permitted landfill or solid waste disposal facility. The RWQCB has jurisdiction over reuse of this material at locations outside the job site limits.

Unregulated earth material exists throughout the job site.

Lead is typically found within the top 2 feet of material within the highway. Reuse all of the excavated material on the right-of-way.

Handle the material under all applicable laws, rules, and regulations, including those of the following agencies:

1. Cal/OSHA
2. CA RWQCB, Region 7 - Colorado River

Replace section 7-1.04 with:

PUBLIC SAFETY

You are responsible to provide for public safety. Do not construct a temporary facility that interferes with the safe passage of traffic. Control dust resulting from the work, inside and outside the Right-of-Way.

Move workers, equipment, and materials without endangering traffic.

Whenever your activities create a condition hazardous to the public, furnish, erect and maintain those fences, temporary railing, barricades, lights, signs, and other devices and take any other necessary protective measures to prevent damage or injury to the public.

Any fences, temporary railing, barricades, lights, signs, or other devices furnished, erected and maintained by you are in addition to those for which payment is provided elsewhere in the specifications.

Provide flaggers whenever necessary to ensure that the public is given safe guidance through the work zone. Flagging must comply with section 12-1 of the Standard Specifications.

At locations where traffic is being routed through construction under one-way controls, move your equipment in compliance with the one-way controls unless otherwise ordered.

Use of signs, lights, flags, or other protective devices must comply with the current edition of the *California MUTCD* and any directions of the Engineer. Signs, lights, flags or other protective devices must not obscure the visibility of, nor conflict in intent, meaning, and function of either existing signs, lights and traffic control devices, or any construction area signs.

Keep existing traffic signals and highway lighting in operation. Other forces within the County will perform routine maintenance of these facilities during the work.

Cover signs that direct traffic to a closed area. Except for work specified in Section 12 of the Standard Specifications, maintaining, and removing the covers on construction area signs is change order work.

Install temporary illumination such that the illumination and the illumination equipment do not interfere with public safety. The installation of general roadway illumination does not relieve you from furnishing and maintaining any protective devices.

All movements of workmen and construction equipment on or across lanes open to traffic must be performed in a manner that do not endanger the public. Your vehicles or other mobile equipment leaving an open traffic lane to enter the construction area must slow down gradually in advance of the location of the turnoff to give the traffic following an opportunity to slow down. When leaving a work area and entering a roadway carrying traffic, your vehicles and equipment must yield to traffic.

Immediately remove hauling spillage from a roadway lane or shoulder open to traffic. When hauling on roadways, trim loads and remove material from shelf areas to minimize spillage.

Notify the Engineer not less than 25 days and not more than 125 days before the anticipated start of an activity that will change the vertical or horizontal clearance available to traffic, including shoulders.

If vertical clearance is temporarily reduced to 15.5 feet or less, place low clearance warning signs in compliance with the current edition of the *California MUTCD* and any directions of the Engineer. Signs must comply with the dimensions, color, and legend requirements of the current edition of the *California MUTCD* and section 12-3.11 of the Standard Specifications except that the signs must have black letters and numbers on an orange retroreflective background. W12-2P signs must be illuminated so that the signs are clearly visible.

Pave or provide full width continuous and cleared wood walks for pedestrian openings through falsework. Protect pedestrians from falling objects and concrete-curing water. Extend overhead protection for pedestrians at least 4 feet beyond the edge of the bridge deck. Illuminate all pedestrian openings through falsework. Temporary pedestrian facilities must comply with the *California MUTCD*, Part 6, Chapter 6D, "Pedestrian and Worker Safety."

Do not store vehicles, material, or equipment in a way that:

1. Creates a hazard to the public
2. Obstructs traffic control devices

Do not install or place temporary facilities used to perform the work which interfere with the free and safe passage of traffic.

Temporary facilities that could be a hazard to public safety if improperly designed must comply with design requirements described in the Contract for those facilities or, if none are described, with standard design criteria or codes appropriate for the facility involved. Submit shop drawings and design calculations for the temporary facilities and show the standard design criteria or codes used. Shop

drawings and supplemental calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State.

If you appear to be neglectful or negligent in furnishing warning devices and taking protective measures, the Engineer may direct your attention to the existence of a hazard. You must furnish and install the necessary warning devices. If the Engineer points out the inadequacy of warning devices and protective measures, that action on the part of the Engineer does not relieve you from your responsibility for public safety or abrogate your obligation to furnish and pay for these devices and measures.

Install Type K temporary railing or other authorized protective systems under any of the following conditions:

1. Excavations: Where the near edge of the excavation is within 15 feet from the edge of an open traffic lane
2. Temporarily unprotected permanent obstacles: When the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and you elect to install the obstacle before installing the protective system; or you, for your convenience and as authorized, remove a portion of an existing protective railing at an obstacle and do not replace such railing completely the same day
3. Storage areas: When material or equipment is stored within 15 feet of the edge of an open traffic lane and the storage is not otherwise prohibited by the Contract
4. Height differentials: When construction operations create a height differential greater than 0.15 feet within 15 feet of the edge of traffic lane

Installation of Type K temporary railing is not required if an excavation within 15 feet from the edge of an open traffic lane is protected by any of the following:

1. Steel plate or concrete covers of adequate thickness to prevent accidental entry by traffic or the public
2. Side slope where the downhill slope is 4:1 (horizontal:vertical) or less unless a naturally occurring condition
3. Barrier or railing

Offset the approach end of Type K temporary railing a minimum of 15 feet from the edge of an open traffic lane. Install the temporary railing on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing must 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 must be installed at the approach end of the temporary railing.

Secure Type K temporary railing in place before starting work for which the temporary railing is required.

If a traffic lane is closed with channelizers for excavation work, move the devices to the adjacent edge of the traveled way when not excavating. Space the devices as specified for the closure.

Do not move or temporarily suspend anything over a traffic lane open to the public unless the public is protected.

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 per Lump Sum for Temporary Traffic Control and no additional compensation will be allowed therefore.

Add before the 1st paragraph of section 7-1.05A:

INDEMNIFICATION

You must indemnify and hold harmless the County, its agents, officers, and employees, against and from any and all claims, lawsuits, actions, liability, damages, losses, expenses, costs, and actual attorney's fees, arising out of or in connection with your performance of this Contract for (1) injuries to or death of any person or persons, including your employees, and (2) injuries to or destruction of property, including the loss of use, provided that any such claim, lawsuit, action, liability, damage, loss, expense, or cost is caused in whole or in part by any negligent or intentional act or omission from you, your subcontractor, anyone directly or indirectly employed by you, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by the passive negligence of a party indemnified hereunder.

For purposes of your obligation to defend, indemnify, and save harmless, the term State means (1) the County of Imperial, and (2) LC Engineering Consultants, Inc., including their officers, directors, employees, agents, and design professionals.

Your obligations under section 7 will survive the termination of the agreement.

Replace section 7-1.06 with:

7-1.06 INSURANCE

7-1.06A General

Nothing in the Contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these insurance specifications.

You shall carry Public Liability and Property Damage Liability Insurance as well as Automobile Liability Insurance at all times when work is being performed. Before beginning work, provide the Engineer a Certificate of Insurance detailing the insurance amounts, to be reviewed and approved by the County.

7-1.06B Liability Insurance

7-1.06B(1) General

Carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of you providing insurance for bodily injury liability and property damage liability for the following limits and including coverage for:

1. Premises, operations and mobile equipment
2. Products and completed operations
3. Broad form property damage (including completed operations)
4. Explosion, collapse, and underground hazards
5. Personal injury
6. Contractual liability

Obtain insurance and submit all certificates of insurance to the County for acceptance before starting work. The certificates of insurance must contain a provision that coverage afforded under the policies will not be cancelled until at least 30 days prior written notice has been given to the County, or 10 days' notice if cancellation is due to nonpayment of premium.

Do not allow any subcontractor to commence work until the insurance required of the subcontractor has been obtained.

Any violation of the requirements of section 7 constitutes a material breach of the entire agreement.

Certificates evidencing the issuance of insurance as listed in section 7-1.06B(2) must be filed with the County within 10 days after the date of execution of this agreement by you and before the start of work.

7-1.06B(2) Liability Limits

7-1.06B(2)(i) Workers' Compensation Insurance and Employer's Liability Insurance

You and your subcontractors must obtain and maintain for all employees engaged in the work. Provide Employer's Liability Insurance in amounts not less than \$1,000,000 per occurrence.

7-1.06B(2)(ii) Commercial General Liability (Form CG 20 10 11 85)

You must obtain and maintain for yourself and all your employees, during the course of this agreement, Commercial General Liability Insurance (Occurrence Form CG 0001) for bodily injury and property damage in an amount of not less than \$5,000,000 combined single limit coverage per occurrence and if the policy includes an aggregate limit, the aggregate limit must be at least \$10,000,000 for the following coverage:

1. Personal injury
2. Broad form property damage
3. Explosion, collapse, and underground hazards
4. Premises, operations, and mobile equipment
5. Products and completed operations
6. Blanket contractual liability

7-1.06B(2)(iii) Automobile Liability Insurance

Carry Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned automobiles used in connection with your business in an amount not less than \$1,000,000 combined single-limit coverage per occurrence.

7-1.06C Subcontractors

You must include all subcontractors as insured under the policies or furnish separate certificates and endorsements to the County for approval for each subcontractor. All insurance coverage for subcontractors is subject to each of the requirements in section 7 and must contain the additional insured endorsements required of you described under section 7.

7-1.06D Additional Insured Endorsement

The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, designated agents, and appointed volunteers must be named as additional insureds and must be added in the form of an endorsement to your insurance on Form CG 20 10 11 85. You must not commence work under this agreement until Form CG 20 10 11 85 is delivered to the County. This provision is not intended to extend to construction contractors contracted by the County to perform the work of improvement.

Coverage must not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

7-1.06E Other Insurance Provisions

For any claims related to the work performed under this agreement, your insurance coverage must be primary insurance as to the County, its officers, officials, employees, designated agents and appointed volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees,

designated agents or appointed volunteers must be in excess of your insurance and must not contribute with it.

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either you must reduce or eliminate such deductibles or self-insurance retentions as they apply to the County or you must provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense and defense-related expenses.

Insurance coverage required of you under this agreement must be placed with insurers with a current A.M. Best rating of no less than A:VII.

Insurance coverage in the minimum amounts must not be construed to relieve you for liability in excess of such coverage, nor will it preclude the County from taking other action as is available to it under any other provision of this agreement or applicable law. Failure of the County to enforce in a timely manner any of the provisions of section 7 will not act as a waiver to enforcement of any of these provisions at a later date.

If any insurance coverage required by this agreement is provide on a "Claims Made", rather than "occurrence" form, you agree to maintain required coverage for a period of three years after the expiration of this agreement (Post Agreement Coverage) and any extensions. You must maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This sub-provision is contingent upon the Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this agreement in order to purchase prior acts or tail coverage for Post Agreement Coverage must be deemed to be reasonable.

You agree to waive all rights of subrogation against the County, its officers, officials, employees, agents, and volunteers for losses arising from work performed by you under this agreement.

The County will include a provision in its Contract with the general contractor hired to perform the work of improvements requiring that the general contractor and all of its subcontractors maintain general liability insurance of not less than \$1,000,000 and that such insurance include the County, its officers, officials, employees, designated agents and appointed volunteers as additional insureds.



8 PROSECUTION AND PROGRESS

Replace section 8-1.02 with:

The Contractor shall provide the County with a detailed schedule and detour plan indicating how the project will be constructed prior to beginning of work. Full compensation for preparation of the detailed schedule and detour plan indicating how the project will be constructed shall be considered as included in the contract prices paid for various items of work and no additional compensation will be allowed therefor.

Replace Reserved in section 8-1.04C with:

Section 8-1.04B does not apply.

Start job site activities on the date stated in the Notice to Proceed. If no date specified, start work within 10 working days of receiving the Notice to Proceed. This work shall be diligently prosecuted to completion before the expiration of 55 WORKING DAYS.

Add to section 9-1.16E(1):

The bid amount of the contract items of work is the maximum value the County recognizes for progress payment purposes unless approved change order work increases this amount.

After acceptance of the contract pursuant to the provisions in Section 5-1.46, "Final Inspection and Contract Acceptance," 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 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.

Replace the paragraphs of section 9-1.16F with:

The County will withhold 5 percent of all progress payments as retention. Retention will be paid to you on the Final Payment.

You will have the right to substitute securities for the retention under Public Contract Code § 22300. No substitution will be accepted until:

1. County approves the securities and their value,
2. Parties have entered into an escrow agreement (if the securities are to be held in escrow) in a form substantially similar to that under § 22300,
3. All documentation necessary for assignment of the securities to the County or to the escrow agent are delivered in a form satisfactory to the County.

If you have substituted securities for any of the retention, the County may request that such securities be revalued from time to time, but not more often than monthly. Such revaluation will be made by a person or entity designated by the County and approved by you. If such revaluation results in a determination that the securities have a market value less than the amount of retention for which they were substituted, then the amount of the retention required under the Contract will be increased by such difference in market value. Such increased retention will be withheld from the next progress payment(s) due to you under the Contract.

Replace the 3rd and 4th paragraphs of section 9-1.17D(3) with:

The Director of Public Works will make the final determination of any claims which remain in dispute after completion of claim review by the Engineer's authorized representative.

For claims of \$375,000 or less, the County and the Contractor agree to follow and comply with the mediation, arbitration, claim, civil action procedure and trial de novo provisions under California Public Contracts Code § 20104, 20104.2 and 20104.4.

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.

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.

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.

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.

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.

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.

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.

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.

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.

Replace the paragraphs of section 9-1.22 with:

ARBITRATION

For claims of \$375,000 or less, the County and Contractor shall agree to follow and comply with the mediation, arbitration, claim, civil action procedure and trial de novo provisions set forth in California Public Contracts Code 20104, 20104.2 and 20104.4.

Any unresolved claims shall be resolved by litigation in a court of competent jurisdiction within the County of Imperial.

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DIVISION II GENERAL CONSTRUCTION
10 GENERAL

Add to section 10-1.01:

DESCRIPTION OF WORK

The proposed improvements encompass providing roadway excavation, grading, compaction, concrete curb & gutter, sidewalk, driveways, ADA ramps, asphalt concrete, class II aggregate base, bike lane, striping, signage, erosion control, temporary construction signs, and any additional work as shown in the approved plans and specifications for the project. All work, tools, equipment, materials and labor shall be provided, performed, placed, constructed and/or installed in conformance with the Standard Plans and Specifications, the project plans, these Special Provisions, and as directed by the Engineer.

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12 TEMPORARY TRAFFIC CONTROL

Replace *Not Used* in section 12-3.11B(5)(a) of the RSS for section 12 with:

Provide a minimum of two Imperial County project identification signs and a minimum two additional Prime Contractor Identity and California Labor Law/EEO and OSHA signs, as shown below and in the Project Plans. The location will be determined by the Engineer.

Replace reserved in Sections 12-3.11C(3) 12-3.11D with:

Provide and place two of the Project Identification Signs as shown below on the jobsite. The location will be determined by the Engineer.

Before any major physical construction work readily visible to highway users is started on this contract, the contractor shall furnish, install, and maintain project identification signs at the locations designated by the Engineer. At Project conclusion the signs and posts shall become property of County and County shall remove same at County expense.

The Project Identification Sign requirements are illustrated by the drawing on the following page. Contractor shall use Project Name and confirm with Engineer prior to making.

The contract price paid for project identification signs shall be considered included in the item of work for "Temporary Traffic Control" and shall include full compensation for furnishing, erecting and

maintaining the signs, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

California requires a Prime Contractor Identity Sign for all construction projects in the State of California. At a minimum, this sign shall contain the Prime Contractor's name, address, telephone number, State Contractor's License number, and an afterhours emergency telephone number in the event of an emergency.

California and Federal labor laws require that employee notices and posters be posted at all project sites that employ workers. Federal labor laws for Public Works Projects require that current Federal Wage Decisions be posted and maintained at the project site for the duration of the construction project. California labor laws for Public Works projects require that current State Wage Decisions be posted and maintained at the project site for the duration of the construction project. In addition, there are EEO, OSHA and other required information to be posted and maintained at the project site for the duration of the construction project.

The Prime Contractor Identity Sign and California Labor Law/EEO and OSHA Sign requirements are illustrated by the drawing on the following page, after the Project Identification Sign.

The contract price paid for Prime Contractor Identity Signs shall be considered included in the item of work for "Temporary Traffic Control" and shall include full compensation for furnishing, erecting and maintaining the signs, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Replace section 12-3.11D of the RSS for section 12 with:

PAYMENT

Full compensation for furnishing, installing, and maintaining Construction Area Signs, including all temporary signs and object markers required for the direction of traffic through or within the project limits, Imperial County project identification signs, and project funding signs, shall be considered as included in the contract lump sum price paid for "Temporary Traffic Control" and no additional compensation shall be allowed therefor.

Replace *Reserved* in section 12-4.02C(3)(d) with:

Road shall remain open to traffic at all times.

Legal and safe access shall be provided and maintained to all properties throughout the construction period as required. Access shall accommodate emergency safety vehicles as required.

Add to the end of the 1st paragraph of section 12-4.02C(7)(a):

Except you may use a moving closure during traffic striping and pavement marker placement using a bituminous adhesive. Do not use a moving lane closure when grinding for recessed striping and recessed markers.

Replace section 12-4.02D of the RSS for section 12 with:

PAYMENT

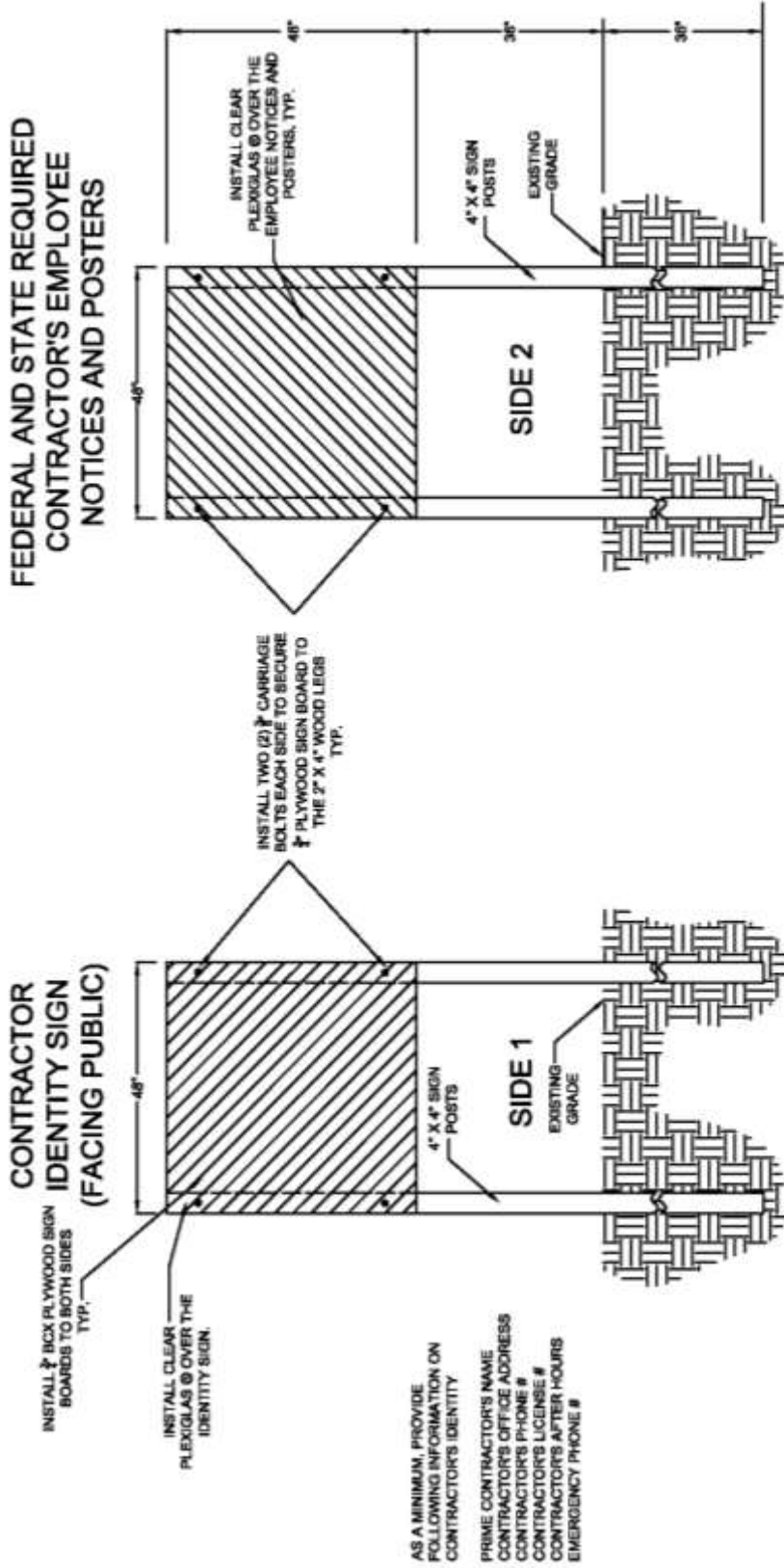
Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations 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 temporary traffic control devices and temporary pavement striping/markings as part of the "Traffic Control System" shall be considered as included in the contract lump sum price paid for "Temporary Traffic Control" and no additional compensation shall be allowed therefor.



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 or as directed by the Engineer.
3. The sign shall be reflectorized material on an aluminum base.



NOT TO SCALE

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 AWARING AGENCY. IF TWO (2) SEPARATE SIGNS ARE INSTALLED, PLACE THOSE SIGNS IN CLOSE PROXIMITY.

Following are additional requirements of section 12, where applies:

ADDITIONAL TRAFFIC CONTROL - At least 48 hours prior to the beginning of placement of traffic control signs and initiating the traffic control, temporary notifications shall be placed on stakes along the roadway section to be improved at a minimum of 400 foot on center on each side of the road section. The notifications shall include the impact to the roadway (Road Closed, One-Way Traffic, etc.) and the date and times the roadway will be impacted. The Contractor shall notify local authorities 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 emergency vehicle access must be maintained during the course of work. The Contractor shall accommodate solid waste pick up throughout the community during the construction period. All cones and barricades shall be placed within the construction work zone in accordance with the approved Traffic Control Plan and in accordance to the *State of California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Works Zones*, latest edition. Additional cones, lighted barricades and other traffic control devices shall be provided as requested by the engineer at no additional expense to the County of Imperial should changes be needed for the protection of the public.

The Contractor shall also comply with the Standard Specification Sections entitled, "Public Convenience," "Public Safety," and, "Construction Area Traffic Control Devices," of the State of California Department of Transportation Standard Specifications. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in these Standard Specification Sections. Lane closures shall conform to the provisions in the "Traffic Control System for Lane Closure" section of these special provisions. Personal vehicles of the Contractor's employees shall not be parked on the traveled way including any section closed to public traffic.

Suitable methods shall be used by the Contractor to protect the A.C. resurfacing surfaces from damage by traffic until such time that the A.C. pavement surface have cured sufficiently so that the A.C. Pavement surface will not adhere to and be picked up by the tires of the vehicular traffic.

The contractor shall contact the School District 10 days prior to the commencement of construction activities within the proximity of school and school commute traffic route. The contractor shall meet and coordinate the commencement date and durations of the construction activities with the School District. The contractor shall accommodate the needs and requirements of traffic control specified by the School District.

The costs associated with traffic control shall be included in the lump sum price paid for "Temporary Traffic Control" bid item and no additional compensation shall be provided therefore.

The costs associated with traffic control for striping application shall be included in the lump sum price paid for "Signing, Striping and Pavement Markings" and no additional compensation shall be provided therefore.

MAINTAINING TRAFFIC -- Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Standard Specification Sections.

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

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

The Contractor shall notify local authorities 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 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.

A minimum of one paved traffic lane, not less than 10 feet wide, shall be open for use by public traffic when construction operations are not actively in progress, not less than 2 of these lanes shall be open to public traffic.

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 furnishing, placing, maintaining and removing signals and barricades shall be considered as included in the contract lump sum price for "Temporary Traffic Control" and no additional compensation shall be considered therefore.

TRAFFIC CONTROL SYSTEM FOR LANE CLOSURES – A traffic control system shall consist of closing traffic lanes in accordance with the details shown on the plans, the provisions of the Standard Specification Sections in 12 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 the Standard Specification Sections related to, "Public Safety,".

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 County roadway and 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 the Standard Specification Sections entitled "Flagging Costs" 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 prices, paid for "Temporary Traffic Control" of these special provisions and no separate payment will be made therefore.

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

TEMPORARY PAVEMENT DELINEATION – Temporary pavement delineation shall be furnished, placed, maintained and removed in conformance with the Standard Specification Sections 12 and these special provisions. Nothing in these special provisions shall be construed as reducing the minimum standards specified in the California Manual on Traffic Control Devices published by the California Department Transportation or as relieving the Contractor from his responsibility as provided in the Standard Specification Sections entitled "Public Safety,".

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/her 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 and any other tools, labor and equipment shall be considered as included in the contract prices, paid for "Temporary Traffic Control" of these special provisions and no separate payment will be made therefor.



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13 WATER POLLUTION CONTROL

Full compensation paid per lump sum for, “Water Pollution Control”, shall include development, preparing and implementing the Water Pollution Control plan and program for this project and also includes furnishing, and implementing all materials, tools, labor, equipment and incidentals to place and construct all erosion control and best management practices required for addressing the plans, specifications and these special provisions, including stabilized construction entrances, hay bale and/or fiber roll filters along existing road flow lines, and temporary drainage inlet protection, and no additional compensation shall be made therefor.

Replace 2nd paragraph of section 13-2.01A with:

Preparing a water pollution control program includes developing, preparing and implementing the Water Pollution Control Program (WPCP), providing a WPC manager, conducting WPC training, and monitoring, inspecting and correcting WPC practices.

Replace section 13-2.04 with:

PAYMENT

Full compensation for developing, preparing and implementing a Water Pollution Control Program shall be considered as included in the contract price paid per lump sum for “Water Pollution Control” and no separate or additional payment shall be considered therefor.

Replace section 13-4.04 with:

PAYMENT

Full compensation for providing Job Site Management shall be considered as included in the contract price paid per lump sum for “Water Pollution Control” and no separate or additional payment shall be considered therefor.

Delete the last paragraph of section 13-6.04.

Replace section 13-6.04 with:

PAYMENT

Full compensation for furnishing, placing, maintaining, and removing Temporary erosion control and/or fiber rolls, or other measures specified in the plans, these specifications, special provisions and as directed by the Engineer shall be considered as included in the contract price paid per lump sum for “Water Pollution Control” and no separate or additional payment shall be considered therefor.

The payment quantity for temporary fiber roll does not include the additional quantity used for overlaps.

The cost of sweeping of the A.C. pavement prior to Tack Coat application shall be considered as included in, in COLD PLANE ASPHALT CONCRETE PAVEMENT” and/or in the various items of work, and no separate or additional compensation shall be considered therefor.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in asphalt concrete paving, including furnishing and applying Tack Coat for the asphalt concrete, over base and existing asphalt concrete, complete in place, as shown on the plans, as specified in these special provisions, and as directed by the Engineer shall be considered as included in the contract price paid per ton for “ASPHALT CONCRETE (Type A) and no separate or additional compensation shall be considered or made therefor.

Full compensation for furnishing all labor, materials, tools, incidentals, and equipment and for doing all the work involved in “COLD PLANE EXISTING AC PAVEMENT” including removing, hauling and disposal of the existing asphalt concrete pavement shall be considered as included in the contract price paid per square foot for “COLD PLANE EXISTING AC PAVEMENT” and no additional compensation shall be considered or made therefor.

END DIVISION V

DIVISION XIII
OTHER AGENCY REQUIREMENTS

- **Federal Requirements for Federal Aid Construction**
 - **Federal Minimum Wages**

SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer," "SHA resident engineer," or "authorized representative of the SHA," such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are DBE owned.)

1. Name of joint venture _____

2. Address of joint venture _____

3. Phone number of joint venture _____

4. Identify the firms which comprise the joint venture. (The DBE partner must complete Schedule A.) _____

a. Describe the role of the DBE firm in the joint venture. _____

b. Describe very briefly the experience and business qualifications of each non-DBE joint venturer: _____

5. Nature of the joint venture's business _____

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of DBE ownership? _____

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

- a. Profit and loss sharing.
- b. Capital contributions, including equipment.
- c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

a. Financial decisions _____

b. Management decisions, such as:

1. Estimating _____

2. Marketing and sales _____

3. Hiring and firing of management personnel _____

4. Purchasing of major items or supplies _____

c. Supervision of field operations _____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Revised 3-95
08-07-95

.....
Name of Firm	Name of Firm
.....
Signature	Signature
.....
Name	Name
.....
Title	Title
.....
Date	Date

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

FR-2

"General Decision Number: CA20230002 04/07/2023

Superseded General Decision Number: CA20220002

State: California

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

County: Imperial County in California.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$16.20 per hour (or

	the applicable wage rate
	listed on this wage
	determination, if it is
	higher) for all hours
	spent performing on the
	contract in 2023.
<hr/>	
If the contract was awarded on	Executive Order 13658
or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.
contract is not renewed or	The contractor must pay
all	covered workers at least
extended on or after January	\$12.15 per hour (or the
30, 2022:	applicable wage rate
listed	on this wage
determination,	if it is higher) for all
	hours spent performing on
	that contract in 2023.
<hr/>	

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

conformance request.

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

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	02/10/2023
3	04/07/2023

ASBE0005-002 07/04/2022

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 49.58	25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 32.09	19.66

ASBE0005-004 07/04/2022

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

 BRCA0004-002 11/01/2022

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 54.55	19.10

 BRCA0018-004 06/01/2022

	Rates	Fringes
MARBLE FINISHER.....	\$ 37.87	14.13
TILE FINISHER.....	\$ 32.44	12.54
TILE LAYER.....	\$ 45.05	18.33

 BRCA0018-010 09/01/2022

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 38.37	14.13
TERRAZZO WORKER/SETTER.....	\$ 46.49	14.66

 CARP0213-001 07/01/2021

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 51.60	16.28
(2) Millwright.....	\$ 52.10	16.48
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Frammer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 51.73	16.28
(4) Pneumatic Nailer, Power Stapler.....	\$ 51.85	16.28
(5) Sawfiler.....	\$ 51.69	16.28

(6) Scaffold Builder.....	\$ 42.80	16.28
(7) Table Power Saw Operator.....	\$ 51.70	16.28

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

CARP0213-002 07/01/2021

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

Amounts in "'Rates' column are per day

CARP0213-004 07/01/2021

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 51.60	16.28
STOCKER/SCRAPPER.....	\$ 22.16	8.62

CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15

ELEC0569-002 08/31/2020

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

ELEC0569-005 06/01/2021

	Rates	Fringes
Sound & Communications		
Sound Technician.....	\$ 35.20	13.84
SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music,		

sound, impulses and video. Excluded from this Scope of Work -

transmission, service and maintenance of background music.

All of the above shall include the installation and transmission over fiber optics.

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

ELEC0569-006 06/06/2022

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

	Rates	Fringes
Traffic signal, street light and underground work		
Utility Technician #1.....	\$ 38.67	9.11
Utility Technician #2.....	\$ 30.10	8.85

STREET LIGHT & TRAFFIC SIGNAL WORK:

UTILITY TECHNICIAN #1: Installation of street lights and traffic signals, including electrical circuitry, programmable controller, pedestal-mounted electrical meter

enclosures and laying of pre-assembled cable in ducts.

The

layout of electrical systems and communication installation

including proper position of trench depths, and radius at duct banks, location for manholes, street lights and traffic signals.

UTILITY TECHNICIAN #2: Distribution of material at jobsite,

installation of underground ducts for electrical, telephone, cable TV land communication systems. The setting, leveling, grounding and racking of precast manholes, handholes and transformer pads.

ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

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

ELEV0018-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 63.95	37.335+a+b

FOOTNOTE:

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

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

ENGI0012-003 07/01/2022

	Rates	Fringes
OPERATOR: Power Equipment		
(All Other Work)		
GROUP 1.....	\$ 51.90	30.70
GROUP 2.....	\$ 52.68	30.70
GROUP 3.....	\$ 52.97	30.70
GROUP 4.....	\$ 54.46	30.70
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 54.68	30.70
GROUP 8.....	\$ 54.79	30.70
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 54.91	30.70
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 55.08	30.70
GROUP 13.....	\$ 55.18	30.70
GROUP 14.....	\$ 55.21	30.70
GROUP 15.....	\$ 55.29	30.70
GROUP 16.....	\$ 55.41	30.70
GROUP 17.....	\$ 55.58	30.70
GROUP 18.....	\$ 55.68	30.70
GROUP 19.....	\$ 55.79	30.70
GROUP 20.....	\$ 55.91	30.70
GROUP 21.....	\$ 56.08	30.70
GROUP 22.....	\$ 56.18	30.70
GROUP 23.....	\$ 56.29	30.70
GROUP 24.....	\$ 56.41	30.70
GROUP 25.....	\$ 56.58	30.70
OPERATOR: Power Equipment		
(Cranes, Piledriving &		
Hoisting)		
GROUP 1.....	\$ 53.25	30.70
GROUP 2.....	\$ 54.03	30.70
GROUP 3.....	\$ 54.32	30.70
GROUP 4.....	\$ 54.46	30.70
GROUP 5.....	\$ 54.68	30.70
GROUP 6.....	\$ 54.79	30.70
GROUP 7.....	\$ 54.91	30.70
GROUP 8.....	\$ 55.08	30.70
GROUP 9.....	\$ 55.25	30.70
GROUP 10.....	\$ 56.25	30.70
GROUP 11.....	\$ 57.25	30.70

GROUP 12.....	\$ 58.25	30.70
GROUP 13.....	\$ 59.25	30.70
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 54.53	30.70
GROUP 2.....	\$ 54.82	30.70
GROUP 3.....	\$ 54.96	30.70
GROUP 4.....	\$ 55.18	30.70
GROUP 5.....	\$ 55.29	30.70
GROUP 6.....	\$ 55.41	30.70
GROUP 7.....	\$ 55.71	30.70

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar

types over 5 tons; Hydrostatic pump operator; oiler crusher

(asphalt or concrete plant); Petromat laydown machine; PJU

side dum jack; Screening and conveyor machine operator (or

similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson

(with dragtype attachments); Helicopter radioman (ground);

Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or

similar type); Boring machine operator; Boxman or mixerman

(asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline

cableway

signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed

operator

(asphalt or concrete); Trenching machine operator (up to 6

ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator,

bucket or auger types (Calweld 100 bucket or similar types

- Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (guniting work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld

150 bucket or similar types - Watson 1500, 2000 2500
auger
or similar types - Texoma 700, 800 auger or similar types
-
drilling depth of 60' maximum); Elevating grader
operator;
Grade checker; Gradall operator; Grouting machine
operator;
Heavy-duty repairman; Heavy equipment robotics operator;
Kalamazoo balliste regulator or similar type; Kolman belt
loader and similar type; Le Tourneau blob compactor or
similar type; Loader operator (Athey, Euclid, Sierra and
similar types); Mobark Chipper or similar; Ozzie padder
or
similar types; P.C. slot saw; Pneumatic concrete placing
machine operator (Hackley-Presswell or similar type);
Pumpcrete gun operator; Rock Drill or similar types;
Rotary
drill operator (excluding caisson type); Rubber-tired
earth-moving equipment operator (single engine,
caterpillar, Euclid, Athey Wagon and similar types with
any
and all attachments over 25 yds. up to and including 50
cu.
yds. struck); Rubber-tired earth-moving equipment
operator
(multiple engine up to and including 25 yds. struck);
Rubber-tired scraper operator (self-loading paddle wheel
type-John Deere, 1040 and similar single unit); Self-
propelled curb and gutter machine operator; Shuttle
buggy;
Skiploader operator (crawler and wheel type over 1-1/2
yds.
up to and including 6-1/2 yds.); Soil remediation plant
operator; Surface heaters and planer operator; Tractor
compressor drill combination operator; Tractor operator
(any type larger than D-5 - 100 flywheel h.p. and over,
or
similar-bulldozer, tamper, scraper and push tractor
single
engine); Tractor operator (boom attachments), Traveling
pipe wrapping, cleaning and bendng machine operator;
Trenching machine operator (over 6 ft. depth capacity,
manufacturer's rating); trenching Machine with Road Miner
attachment (over 6 ft depth capacity): Ultra high
pressure

waterjet cutting tool system mechanic; Water pull
(compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger
types

(Calweld 200 B bucket or similar types-Watson 3000 or
5000

auger or similar types-Texoma 900 auger or similar
types-drilling depth of 105' maximum); Dual drum mixer,
dynamic compactor LDC350 (or similar types); Monorail
locomotive operator (diesel, gas or electric); Motor
patrol-blade operator (single engine); Multiple engine
tractor operator (Euclid and similar type-except Quad 9
cat.); Rubber-tired earth-moving equipment operator
(single
engine, over 50 yds. struck); Pneumatic pipe ramming tool
and similar types; Prestressed wrapping machine operator;
Rubber-tired earth-moving equipment operator (single
engine, over 50 yds. struck); Rubber tired earth moving
equipment operator (multiple engine, Euclid, caterpillar
and similar over 25 yds. and up to 50 yds. struck), Tower
crane repairman; Tractor loader operator (crawler and
wheel
type over 6-1/2 yds.); Woods mixer operator (and similar
Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination,
Welder -
Certified.

GROUP 12: Auto grader operator; Automatic slip form
operator;

Drilling machine operator, bucket or auger types
(Calweld,

auger 200 CA or similar types - Watson, auger 6000 or
similar types - Hughes Super Duty, auger 200 or similar
types - drilling depth of 175' maximum); Hoe ram or
similar

with compressor; Mass excavator operator less tha 750 cu.
yards; Mechanical finishing machine operator; Mobile form
traveler operator; Motor patrol operator (multi-engine);
Pipe mobile machine operator; Rubber-tired earth- moving
equipment operator (multiple engine, Euclid, Caterpillar
and similar type, over 50 cu. yds. struck); Rubber-tired

self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

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

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

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

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

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

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

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

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

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

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

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

earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

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

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

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over

3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

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

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

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

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

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

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to

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

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

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, at that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM.

Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

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

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow

the west side of R30W, SBM to the SW corner of T9N, R30W, SBM.
Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

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

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the

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

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

ENGI0012-004 08/01/2022

Rates Fringes

OPERATOR: Power Equipment

(DREDGING)

(1) Leverman.....	\$ 61.60	32.50
(2) Dredge dozer.....	\$ 55.63	32.50
(3) Deckmate.....	\$ 55.52	32.50
(4) Winch operator (stern winch on dredge).....	\$ 54.97	32.50
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 54.43	32.50
(6) Barge Mate.....	\$ 55.04	32.50

IRON0229-001 01/01/2023

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 41.28	25.66
Ornamental, Reinforcing and Structural.....	\$ 46.20	34.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

LABO0300-005 08/01/2022

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 39.23	23.28

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

LABO0345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 48.50	21.37
GROUP 2.....	\$ 47.55	21.37
GROUP 3.....	\$ 44.01	21.37

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated

for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 40.69	18.25
(2) Vehicle Operator/Hauler.	\$ 40.86	18.25
(3) Horizontal Directional Drill Operator.....	\$ 42.71	18.25
(4) Electronic Tracking Locator.....	\$ 44.71	18.25
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 41.90	21.32
GROUP 2.....	\$ 43.20	21.32
GROUP 3.....	\$ 45.21	21.32
GROUP 4.....	\$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

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

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

conventional and moving lane closures; operation of all related machinery and equipment

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

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

 LABO1184-002 07/01/2022

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 45.68	23.30
GROUP 2.....	\$ 46.00	23.30
GROUP 3.....	\$ 46.46	23.30
GROUP 4.....	\$ 47.15	23.30
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

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

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

operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of

pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever

and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

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

TUNNEL LABORER CLASSIFICATIONS

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

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

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer

person; Grout pump person; Jackleg miner; Jumbo person;
 Kemper and other pneumatic concrete placer operator;
 Miner,
 tunnel (hand or machine); Nozzle person; Operating of
 troweling and/or grouting machines; Powder person (primer
 house); Primer person; Sandblaster; Shotcrete person;
 Steel
 form raiser and setter; Timber person, retimber person,
 wood or steel; Tunnel Concrete finisher

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

 LABO1184-004 07/01/2022

	Rates	Fringes
Brick Tender.....	\$ 37.32	21.45

LABO1414-003 08/03/2022

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 38.92	23.32
PLASTER TENDER.....	\$ 41.47	23.32

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

Work at Military Bases - \$3.00 additional per hour:
 Coronado Naval Amphibious Base, Fort Irwin, Marine Corps
 Air
 Station-29 Palms, Imperial Beach Naval Air Station,
 Marine
 Corps Logistics Supply Base, Marine Corps Pickle Meadows,
 Mountain Warfare Training Center, Naval Air
 Facility-Seeley, North Island Naval Air Station,
 Vandenberg
 AFB.

 PAIN0036-001 07/01/2020

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 33.12	17.24

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

 PAIN0036-008 09/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 46.28	23.52

 PAIN0036-013 10/01/2022

	Rates	Fringes
GLAZIER.....	\$ 47.90	20.71

 PAIN0036-019 06/01/2022

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 34.77	17.89

 PLAS0200-004 08/03/2022

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

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

 PLAS0500-002 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 38.50	25.91

 PLUM0016-008 09/01/2022

	Rates	Fringes
PLUMBER/PIPEFITTER		
Seeley Naval Air Station....	\$ 65.68	26.26
Work ONLY on new additions and remodeling of bars, restaurants, stores and commercial buildings, not to exceed 5,000 sq. ft. of floor space.....	\$ 53.51	25.28
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 40.95	23.61
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 55.18	26.26

 PLUM0345-001 09/01/2022

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 38.20	25.65
Sewer & Storm Drain Work....	\$ 42.29	23.03

ROOF0045-001 07/01/2022

	Rates	Fringes
ROOFER.....	\$ 39.90	11.19

* SFCA0669-002 04/01/2023

	Rates	Fringes
SPRINKLER FITTER.....	\$ 45.31	27.33

SHEE0206-002 07/01/2020

	Rates	Fringes
Sheet Metal (TECHNICIAN).....	\$ 30.51	9.49
SHEET METAL WORKER.....	\$ 40.62	29.55

SHEET METAL TECHNICIAN - SCOPE:

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

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

TEAM0011-002 07/01/2022

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 36.19	32.54
GROUP 2.....	\$ 36.34	32.54
GROUP 3.....	\$ 36.47	32.54
GROUP 4.....	\$ 36.66	32.54
GROUP 5.....	\$ 36.69	32.54
GROUP 6.....	\$ 36.72	32.54
GROUP 7.....	\$ 36.97	32.54
GROUP 8.....	\$ 37.22	32.54

GROUP 9.....	\$ 37.42	32.54
GROUP 10.....	\$ 37.72	32.54
GROUP 11.....	\$ 38.22	32.54
GROUP 12.....	\$ 38.65	32.54

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

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

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

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

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

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

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

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of

vehicles - 4 or more axles; Oil spreader truck; Dump truck,
16 yds. to 25 yds. water level

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

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

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

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

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

GROUP 12: Boom Truck 17K and above

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

DIVISION XIV
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
MAIN STREET IMPROVEMENTS (NORTH SIDE) FROM HIGHWAY 111 TO MEMPHIS AVENUE IN
NILAND; FEDERAL AID PROJECT NO. CML-5958 (119); COUNTY PROJECT NO. 6601**

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: AREA CODE () _____

FAX NO: AREA CODE () _____

CONTRACTOR LICENSE NO. _____

EMAIL ADDRESS _____

The work for which this proposal is submitted is for construction in conformance 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 2018 California Department of Transportation Standard Plans, Standard Specifications, these Special Provisions, 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 TBD and are entitled:

**COUNTY OF IMPERIAL
DEPARTMENT OF PUBLIC WORKS**

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

**MAIN STREET IMPROVEMENTS (NORTH SIDE) FROM HIGHWAY 111 TO MEMPHIS AVENUE IN
NILAND; FEDERAL AID PROJECT NO. CML-5958 (119); COUNTY PROJECT NO. 6601**

The project plans for the work to be done were approved: February 14, 2023 and are entitled:

**MAIN STREET IMPROVEMENTS (NORTH SIDE) FROM HIGHWAY 111 TO MEMPHIS
AVENUE IN NILAND; FEDERAL AID PROJECT NO. CML-5958 (119); COUNTY PROJECT
NO. 6601**

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	UNIT PRICE	TOTAL
1	Mobilization	LS	1	\$	\$
2	Construction Area Signs and Traffic Control	LS	1	\$	\$
3	Sawcut Existing A.C. Pavement	LF	3470	\$	\$
4	Cold Plane Existing AC Pavement	SF	7,020	\$	\$
5	Roadway Excavation, Remove and Dispose Existing Shoulder Material, Existing Concrete, Buried Asphalt Concrete Pavement and Underlying Material to Subbase Design Elevation.	CY	4,910	\$	\$
6	Remove and Dispose Existing Trees, including Roots and All Organic Material, Replant New Tree per Each Tree Removed.	EA	5	\$	\$
7	Relocate Existing Fence Behind Proposed ADA Curb Return	LS	1	\$	\$
8	Remove and Dispose Existing Guard Posts	EA	4	\$	\$
9	Remove Existing Traffic Signs and Deliver to County Yard.	EA	5	\$	\$
10	Construct Earthen Drainage "V" Swale	LF	510	\$	\$
11	Subbase Preparation, Moisture Condition, Scarify and Recompact 12 inches of Native Material.	SY	7,120	\$	\$
12	Furnish and Install Class II Aggregate Base (61,800 S.F.)	CY	3,550	\$	\$
13	Asphalt Concrete Type A (61,800 S.F.)	TON	1,600	\$	\$
14	P.C.C. Curb and Gutter	LF	2,528	\$	\$
15	P.C.C. Sidewalk	SF	6,970	\$	\$

16	P.C.C. Driveway Per County SD 410A	SF	9,450	\$	\$
17	P.C.C. Confined Driveway	SF	305	\$	\$
18	P.C.C. Cross Gutter	SF	1,920	\$	\$
19	P.C.C. Spandrel	SF	2,460	\$	\$
20	P.C.C. ADA Curb Return	EA	9	\$	\$
21	On-Street Accessible Parking Stall per Caltrans SP A90B, Include Ramps, Truncated Domes, Concrete Walkway, Striping and ADA Signage.	EA	1	\$	\$
22	Place Native Material Behind New Sidewalk. Contractor Shall Use Material Removed Onsite.	LS	1	\$	\$
23	Thermoplastic Striping	LS	1	\$	\$
24	Monument Preservation	LS	1	\$	\$
25	Erosion and Dust Control	LS	1	\$	\$
26	Survey Construction Staking	LS	1	\$	\$

Total Bid _____

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 co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

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**

KNOW ALL MEN BY THESE PRESENTS,

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 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 accordance 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 required by law, then this obligation shall be null and void; otherwise, it shall be and 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 _____, 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 SECTION 10162 QUESTIONNAIRE

In accordance 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 SECTION 10232 STATEMENT

In accordance 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.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance 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 of 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 CHECK MARK 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.

**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.

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, 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 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 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 align="center">Congressional District, if known</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p align="center">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 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>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</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. 06-04-90(ENRIF)

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

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

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

FEDERAL PROJECT NUMBER: _____

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
NAME							< \$1 million
							< \$6 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$6 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$6 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$6 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$6 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$6 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$6 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

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

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

FEDERAL PROJECT NUMBER: _____

Photocopy this form for additional firms.

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

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

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

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

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

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

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

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

LOCAL AGENCY SECTION

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

30. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

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

The _____ established a Disadvantaged Business Enterprise (DBE) goal of 0.00% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

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

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

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

Publications	Dates of Advertisement

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

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

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

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

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

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

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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. If all work is to be done without Subcontractors, write the word, "None" in the following space: _____ . This form shall be used to also include suppliers of materials.

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)

**DIVISION XV
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	\$1 million per occurrence \$5 million aggregate
Property Damage	\$1 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

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 _____, 2022, 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-

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

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

7 **5.1.1.** Any and all supporting documents and drawings depicting the source and location
8 of the desired change, and explain in detail the field conditions and reasons for the
9 requested change;

10 **5.1.2.** Any change or adjustment to the compensation set forth in this Agreement as a result
11 of changes in the Work based on a lump sum or time and material basis, as may be
12 directed by COUNTY; and

13 **5.1.3.** Any request for adjustments to time for completion of the Project.

14 **5.2.** Payment for Change Order Work. CONTRACTOR shall not be entitled to receive any
15 compensation for work, labor, materials or changes of any kind, regardless of whether
16 ordered by COUNTY or any of its representatives, unless a Change Order has been
17 submitted in writing and approved prior to the commencement of any Change Order Work
18 as described above. If the changes are required by any inspecting governmental agencies or
19 utility companies, or are otherwise required to comply with any codes, laws, rules or
20 regulations, including those set forth in this Agreement, then CONTRACTOR shall not be
21 entitled to any increases in the compensation set forth in this Agreement or other
22 compensation as a result of the changes.

23 **5.3.** Disputed Change Order Work. Any dispute concerning the performance of such Change
24 Order Work or the amount of compensation to be paid to CONTRACTOR by COUNTY
25 shall not affect CONTRACTOR's obligation to perform such Change Order Work.
26 CONTRACTOR agrees that it shall timely complete all Change Order Work even if there
27 shall be a dispute between CONTRACTOR and COUNTY over the amount or scope of the
28 Change Order Work. CONTRACTOR shall have the right to be compensated for any

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

3 **5.4. Authorized Representative.** No Change Order shall be valid or binding against COUNTY
4 unless such Change Order has been executed by COUNTY's designated representative, who
5 is the Director of Public Works. COUNTY shall notify CONTRACTOR in writing if the
6 designated representative is changed.

7 **5.5. Limits.** When applicable, the authority to execute a Change Order on this Project shall not
8 exceed the amount allowed by law pursuant to Public Contract Code sections 20137-20142
9 et seq. Where Change Orders are in an amount between ten percent (10%) and twenty-five
10 percent (25%) of the amount set forth in this Agreement and based on a need for additional
11 quantities due to an increase in the unit quantities required to complete the project in excess
12 of the COUNTY's Engineer's estimate of unit quantities as set forth in the Invitation to Bid,
13 CONTRACTOR shall be paid pursuant to Public Contract Code sections 20143 and 20139
14 and section 4 of the Standard Specifications, State of California, Business, Transportation
15 and Housing Agency, May 2006 Issued by the Department of Transportation ("Caltrans
16 Standard Specifications") referred to in **Exhibit "A"** and incorporated herein by reference.

17 **6. REPRESENTATIONS BY CONTRACTOR.**

18 **6.1.** CONTRACTOR understands and agrees that COUNTY has limited knowledge in the
19 construction specified in the description of work. CONTRACTOR has represented itself to
20 be expert in these fields and understands that COUNTY is relying upon such representation.

21 **6.2.** CONTRACTOR represents and warrants that it is a lawful entity possessing all required
22 licenses and authorities to do business in the State of California and perform all aspects
23 of this Agreement.

24 **6.3.** CONTRACTOR shall not commence any work under this Agreement or provide any
25 other services, or materials, in connection therewith until CONTRACTOR has received
26 written authorization from the Director of Public Works, or his/her designee ("Notice to
27 Proceed") to do so.

28 **6.4.** CONTRACTOR represents and warrants that the people executing this Agreement on

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

4 **6.5.** CONTRACTOR represents and warrants that any employee, contractor, subcontractor and
5 agent who will be performing any of the duties and obligations of CONTRACTOR herein
6 possess all required licenses and authorities, as well as the experience and training, to
7 perform such tasks.

8 **6.6.** CONTRACTOR represents and warrants that the allegations contained in its Proposal are
9 true and correct.

10 **6.7.** CONTRACTOR understands that COUNTY considers the representations made herein
11 to be material and would not enter into this Agreement with CONTRACTOR if such
12 representations were not made.

13 **6.8.** Retention and Access of Books and Records. CONTRACTOR represents and warrants
14 that it shall maintain books, records, documents, reports and other materials developed
15 under this Agreement as follows:

16 **6.8.1.** CONTRACTOR shall hold and possess as the property of COUNTY all papers,
17 books, files, correspondence and other records of all kinds which at any time shall
18 come into its possession or under its control relating only to services performed
19 by CONTRACTOR under this Agreement for a minimum period of five (5) years,
20 or for any longer period required by law, from the date said papers came into the
21 possession of CONTRACTOR pursuant to this Agreement.

22 **6.8.2.** Any records or documents required to be maintained by CONTRACTOR
23 pursuant to this Agreement shall be made available to COUNTY for inspection or
24 audit, at any time during CONTRACTOR's regular business hours provided
25 COUNTY provides CONTRACTOR with seven (7) days advanced written or oral
26 notice. Copies of such documents shall, at no cost to COUNTY, be provided to
27 COUNTY for inspection at CONTRACTOR's address indicated for receipt of
28 notices under this Agreement.

1 **6.8.3.** CONTRACTOR shall surrender all papers maintained by CONTRACTOR
2 pursuant to Subparagraph 6.8.1 of this Agreement within thirty (30) days of
3 termination of this Agreement.

4 **6.8.4.** CONTRACTOR represents and warrants that it has not been engaged by, nor will
5 it be engaged by and owes no duty of performance to any other person or entity
6 that would constitute a conflict. For breach or violation of this warranty,
7 COUNTY shall amongst other remedies at law, have the right to terminate this
8 Agreement without liability, or at its sole discretion, to deduct from the
9 Agreement price or consideration, or otherwise recover the full amount of such
10 fee, commission, percentage brokerage fee, gift or contingent fee paid or received
11 from another entity or person.

12 **6.9.** CONTRACTOR shall perform pursuant to this Agreement in accordance with and in full
13 compliance with all applicable Federal, State and local statues, rules, regulations and
14 policies and procedures, regardless of whether they are expressly set forth in this
15 Agreement. It is understood that in the event COUNTY is investigated or audited by any
16 State or Federal governmental agency, or any other recognized investigative/auditing
17 entity, CONTRACTOR shall fully cooperate with such agencies' reasonable and lawful
18 request for information.

19 **7. TERM OF AGREEMENT.**

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

23 **8. COMPENSATION.**

24 The total compensation payable under this Agreement shall be in accordance with the item prices
25 incorporated within the Proposal submitted by CONTRACTOR for labor, materials and all other services
26 related to the performance of this Agreement, attached hereto as **Exhibit “B”** and incorporated herein
27 as though fully set forth. The total compensation payable under this Agreement shall not exceed
28 **«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

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

9 **9.2.3.** Securities eligible for investment under this Section shall include those listed in Cal.
10 Gov. Code § 16430, bank or savings and loan certificates of deposit, interest-bearing
11 demand deposit accounts, standby letters of credit, or any other security mutually
12 agreed to by COUNTY and CONTRACTOR. CONTRACTOR shall be the
13 beneficial owner of any securities substituted for retained funds and shall receive
14 any interest thereon.

15 **9.2.4.** Substitution of securities shall be conducted through an Escrow Agreement
16 substantially similar to that found in Cal. Pub. Contract Code § 22300(f).

17 **9.2.5.** Notwithstanding any other provision in this Section, substitution of securities is
18 prohibited where funding for the Project, in whole or in part, will be provided by
19 the Farmers Home Administration of the United States Department of Agriculture
20 pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921
21 et seq.), or where otherwise disallowed by federal law.

22 **10. METHOD OF PAYMENT.**

23 **10.1.** CONTRACTOR shall at any time prior to the fifteenth (15th) day of any month, submit
24 to COUNTY's Director of Public Works or his/her designee, a complete and accurate
25 written claim for compensation for services performed. The claim shall be in a format
26 approved by COUNTY. COUNTY shall make no payment prior to the claims being
27 approved in writing by the Director of Public Works or his/her designee.

28 **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,

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

8 **11.2.2.** Liability arising from injuries to CONTRACTOR and/or any of
9 CONTRACTOR's employees or agents arising out of CONTRACTOR's
10 negligent performance of, or willful misconduct surrounding, any of the terms
11 contained in this Agreement, or anyone directly or indirectly employed by
12 CONTRACTOR or anyone for whose acts CONTRACTOR may be liable;

13 **11.2.3.** Penalties imposed upon account of the violation of any law, order, citation, rule,
14 regulation, standard, ordinance or statute caused by the negligent action or
15 inaction, or willful misconduct of CONTRACTOR or anyone directly or
16 indirectly employed by CONTRACTOR or anyone for whose acts
17 CONTRACTOR may be liable, including but not limited to:

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

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

28 **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

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

3 **14.4.** If CONTRACTOR has no employees, initial here: _____.

4 **15. WARRANTY.**

5 **15.1. One Year Warranty.** CONTRACTOR agrees to provide a one-year warranty for all of its
6 work and component parts and guarantees that all work shall be performed in a
7 professional and workman-like manner and be free from defects. CONTRACTOR
8 guarantees to timely correct all work performed by it under this Agreement which
9 COUNTY determines to be defective in design, material and/or workmanship within a
10 period of one (1) year from the date of the completion of the Work. The warranties set
11 forth in this Agreement shall be in addition to, and not in lieu of, all other statutory and
12 case law warranties and obligations of CONTRACTOR. CONTRACTOR expressly
13 agrees that all warranties made by CONTRACTOR, all obligations under this Agreement
14 and all remedies for breach of such warranties shall survive this Agreement in the event
15 it is terminated or expires for any reason prior to the running of the full warranty periods
16 listed above.

17 **15.2. Materials.** All materials furnished by CONTRACTOR shall be new, manufactured
18 during the current year, of first quality and carrying full manufacturer's warranty.
19 CONTRACTOR shall be responsible for any expiration of manufacturer or other
20 warranties of material or equipment being supplied for this Agreement. CONTRACTOR
21 guarantees that all warranties of material and equipment shall become effective when the
22 project is accepted by COUNTY's Board of Supervisors, not at time of installation by
23 CONTRACTOR.

24 **15.3. Manufacturers' Warranty Information.** CONTRACTOR agrees to promptly provide such
25 information and maintenance recommendations to COUNTY at the inception of
26 CONTRACTOR's work to the extent such information is reasonably available.

27 **16. DEFAULT AND REMEDIES.**

28 **16.1. Default.** In the event that (i) CONTRACTOR files a petition requesting relief under any

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

20 **16.1.1.** Without terminating this Agreement or the obligations of CONTRACTOR
21 hereunder as to all of the Work required to be performed or furnished by
22 CONTRACTOR pursuant to this Agreement, COUNTY may require
23 CONTRACTOR, at CONTRACTOR's expense, to cure such default(s) as may
24 exist in the performance of CONTRACTOR's obligations hereunder within forty-
25 eight (48) hours after such default(s) has/have occurred including but not limited
26 to repairing, replacing and correcting material or Work determined by COUNTY
27 to be defective or not complying with the requirements of this Agreement. Should
28 CONTRACTOR fail to timely repair, replace and/or correct non-complying or

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

7 **16.1.2.** Without terminating this Agreement or the obligations of CONTRACTOR
8 hereunder as to all of the Work required to be performed or furnished by
9 CONTRACTOR pursuant to this Agreement, COUNTY may engage another
10 contractor to perform such portion of CONTRACTOR's Work required pursuant
11 to this Agreement or furnish any materials or other items required hereunder as
12 COUNTY in its sole discretion may deem necessary to avoid delay in the progress
13 of the Work, and in connection therewith, COUNTY may perform such Work or
14 any portion thereof itself or have the same performed by others and COUNTY
15 may procure all necessary materials, equipment or other items required for the
16 continued progress of such Work. The costs incurred by COUNTY as a result of
17 engaging another contractor shall be deducted from the compensation payable
18 pursuant to this Agreement and if COUNTY's costs exceed or may reasonably be
19 anticipated to exceed the balance of the compensation due to CONTRACTOR for
20 such work, such excess, or anticipated excess, shall be immediately due and owing
21 from CONTRACTOR to COUNTY and may be withheld from any funds due to
22 CONTRACTOR pursuant to this Agreement or any other agreement.

23 **16.1.3.** COUNTY may terminate CONTRACTOR's right to perform upon written notice
24 and COUNTY shall then have the option of completing the Work or any portion
25 thereof by exercise of its interest under the performance bond issued in favor by
26 CONTRACTOR, or having such Work in whole or in part be completed by others
27 for CONTRACTOR's account. A calculation shall take place at the conclusion
28 of the Project wherein to the degree the sum of COUNTY's costs and any amounts

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

4 **16.2. Damages.** CONTRACTOR shall be liable for all damages suffered by COUNTY by
5 reason of CONTRACTOR's default in any provision of this Agreement and the exercise
6 of COUNTY of its option to terminate this Agreement shall not release CONTRACTOR
7 of such liability. CONTRACTOR shall have no right to receive any further payment after
8 a default has occurred until such time as the Work to be performed by CONTRACTOR
9 pursuant hereto has been completed and accepted by COUNTY and damages suffered by
10 COUNTY, if any, ascertained. Damages shall include by way of illustration, but not of
11 exclusion, COUNTY's costs of completing the Work which exceeds the compensation
12 payable pursuant to this Agreement, other general, liquidated, special or consequential
13 damages, attorney fees and costs.

14 **16.3. Actions After Default.** Should COUNTY exercise any of its options, remedies or rights
15 granted pursuant to the terms of this Agreement in the event of a default by
16 CONTRACTOR, COUNTY at its sole election may, but shall not be obligated to, use
17 any materials, supplies, tools or equipment on the work site which belong to
18 CONTRACTOR to complete the Work required to be completed by CONTRACTOR,
19 whether such work is completed by COUNTY or by others, and CONTRACTOR agrees
20 that it shall not remove such materials, supplies, tools and equipment from the work site
21 unless directed in writing by COUNTY to do so.

22 **16.4. Limit on Force Majeure Damages.** CONTRACTOR shall not be responsible for repairing
23 or restoring damage to work caused by an act of God in excess of five (5) percent of the
24 contract amount, provided that the work damaged is built in accordance with accepted
25 and applicable building standards and the plans and specifications of COUNTY. In the
26 event of such damage, COUNTY may, at its option, elect to terminate this Agreement.
27 For purposes of this Agreement, an "act of God" shall be defined as an earthquake in
28 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:

1 **18.6.1.** Termination of this Agreement;

2 **18.6.2.** Withholding monthly progress payments;

3 **18.6.3.** Denial of payment for any portion of the Project that was committed at the time
4 of the execution of this Agreement to be performed by a DBE subcontractor, but
5 was completed by CONTRACTOR or a substitute non-DBE subcontractor;

6 **18.6.4.** Compensatory, special, incidental, liquidated and other damages; and/or

7 **18.6.5.** Designation of CONTRACTOR as “nonresponsible,” and disqualification from
8 bidding on future public works projects advertised by COUNTY.

9 **19. PREVAILING WAGE.**

10 **19.1.** CONTRACTOR and its subcontractors shall pay all workers employed on the Project the
11 higher of either the rates determined by the Director of the California Department of
12 Industrial Relations (“DIR”) or, when applicable, the Davis-Bacon Federal wage rates as
13 supplemented by the Department of Labor regulations. The Davis-Bacon Federal wage
14 rates are attached to the RFP. Copies of the State prevailing rate of per diem wages are
15 on file with the Department of Industrial Relations, Division of Apprenticeship Standards,
16 445 Golden Gate Avenue, San Francisco, California, and at COUNTY’s Department of
17 Public Works, and are available to CONTRACTOR and any other interested party upon
18 request. CONTRACTOR shall post the prevailing rate of per diem wages to be posted at
19 the Project site.

20 **19.2.** CONTRACTOR is responsible for compliance with the provisions herein.

21 **19.3. Mandatory Registration with the Department of Industrial Relations – NEW**
22 **REQUIREMENTS PURSUANT TO SB 854.**

23 **19.3.1.** CONTRACTOR and its subcontractors shall register with the DIR and pay all
24 applicable fees as set forth in Labor Code section 1725.5.

25 **19.3.2.** CONTRACTOR and its subcontractors acknowledge that they shall not be listed
26 on any bid proposal for a public works project (submitted on or after March 1,
27 2015) unless registered with the DIR pursuant to Labor Code section 1725.5. The
28 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/PublicWorks/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

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

10 **19.7. Apprenticeship Requirements.**

11 **19.7.1.** CONTRACTOR agrees to comply with §§1777.5, 1777.6 and 1777.7 of the
12 California Labor Code relating to the employment of apprentices and to provide
13 COUNTY with copies of any contract award information and verified statements
14 of the journeyman and apprentice hours performed pursuant to this Agreement as
15 required by §1777.5(e). The responsibility for compliance with these provisions
16 is fixed with CONTRACTOR for all apprenticeable occupations, where
17 journeymen in the craft are employed on the public work, in a ratio of not less
18 than one (1) apprentice for each five (5) journeymen (unless an exemption is
19 granted in accordance with §1777.5) and CONTRACTOR and its subcontractors
20 shall not discriminate among otherwise qualified employees as indentured
21 apprentices on any public work solely on the ground of race, religious creed, color,
22 national origin, ancestry, sex, or age, except as provided in California Labor Code
23 §3077. Only apprentices, as defined in California Labor Code §3077, who are in
24 training under apprenticeship standards and who have signed written apprentice
25 agreements will be employed on public works in apprenticeable occupations.
26 This section shall not be enforced if the not-to-exceed amount of this Agreement
27 set forth and/or incorporated in the “COMPENSATION” Section is less than
28 thirty thousand dollars (\$30,000).

1 **19.7.2.** If the Project falls within the jurisdiction of California Labor Code §1777.5,
2 COUNTY shall, within five (5) days of the award, send a copy of the award to the
3 Division of Apprenticeship Standards. In addition, COUNTY shall notify the
4 Division of Apprenticeship Standards of a finding of any discrepancy regarding
5 the ratio of apprentices to journeymen within five (5) days of the finding.

6 **19.8. Labor Standards Compliance Requirements.**

7 **19.8.1.** It is CONTRACTOR’s responsibility to provide all labor compliance
8 documentation from its subcontractors completely and accurately in a timely
9 manner. CONTRACTOR is responsible to review promptly and then forward on
10 all required documentation to COUNTY per the time schedules in the Labor
11 Compliance Handout. Included with the Labor Compliance Handout, COUNTY
12 will provide training, documentation requirements, forms, etc., at the
13 preconstruction conference or at a time designated by COUNTY.

14 **19.8.2.** In the event, during the review process of labor compliance documentation from
15 COUNTY’s labor compliance monitor, inaccurate, missing or incomplete
16 information was provided, the labor compliance monitor will request from
17 CONTRACTOR the items, revisions and documentation needed. The cost of this
18 additional labor compliance enforcement shall be borne by CONTRACTOR.

19 **20. INELIGIBILITY.**

20 **20.1.** CONTRACTOR represents and warrants that it and its subcontractors are not ineligible
21 to work for COUNTY due to violations of Labor Code §§1777.1 and 1777.7.

22 **20.2.** If CONTRACTOR is deemed ineligible to perform work on public works projects
23 pursuant to Labor Code Sections 1777.1 or 1777.7, then CONTRACTOR shall be
24 prohibited from bidding on, being awarded an agreement for, or performing work as a
25 subcontractor on this Project, or any other public works project within the state of
26 California.

27 **21. SIGNAGE REQUIREMENTS.**

28 **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,

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

8 **32. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.**

9 **32.1.** CONTRACTOR hereby agrees that it will incorporate or cause to be incorporated into
10 any contract for construction work, or modification thereof, as defined in the regulations
11 of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part
12 with funds obtained from the Federal Government or borrowed on the credit of the
13 Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or
14 undertaken pursuant to any Federal program involving such grant, contract, loan,
15 insurance, or guarantee, the following equal opportunity clause. For the purposes of this
16 Subsection, the term “contractor” shall refer to CONTRACTOR, and the term “contract”
17 shall refer to this Agreement:

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

- 19 (1) *The contractor will not discriminate against any employee or applicant for*
20 *employment because of race, color, religion, sex, or national origin. The*
21 *contractor will take affirmative action to ensure that applicants are*
22 *employed, and that employees are treated during employment, without*
23 *regard to their race, color, religion, sex, or national origin. Such action*
24 *shall include, but not be limited to the following: Employment, upgrading,*
25 *demotion, or transfer, recruitment or recruitment advertising; layoff or*
26 *termination; rates of pay or other forms of compensation; and selection for*
27 *training, including apprenticeship. The contractor agrees to post in*
28 *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	<u>COUNTY</u>	<u>CONTRACTOR</u>
8	Imperial County Department of Public Works	«Consultant_Business_Name»
9	Attention: Director	«Consultant_Street_Address»
	155 South Eleventh Street	«Consultant_City_State»
	El Centro, CA 92243	

10 with copies to:

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

15 and:

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

21 **35.2.** Notices and reports under this Agreement may be given by personal delivery or by
22 mailing by certified mail at such other address as either Party may designate in a notice
23 to the other Party given in such manner. Any notice given by mail shall be considered
24 given when deposited in the United States Mail, postage prepaid, addressed as provided
25 herein.

26 **36. ENTIRE AGREEMENT.**

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

30 **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

1 Agreement for execution by said Parties.

2 **47.3.** Any statute or rule of construction that ambiguities are to be resolved against the drafting
3 party shall not be employed in the interpretation of this Agreement.

4 **48. APPENDIX E OF THE TITLE VI ASSURANCES.**

5 During the performance of this contract, the CONTRACTOR, for itself, its assignees, and
6 successors in interest agrees to comply with the following nondiscrimination statutes and
7 authorities; including but not limited to:

8 48.1. Pertinent Nondiscrimination Authorities:

- 9 (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq, 78 stat. 252),
10 (prohibits discrimination on the basis of race, color, national origin); and 49 CFR
11 Part 21.
- 12 (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act
13 of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or
14 whose property has been acquired because of Federal or Federal-Aid programs
15 and projects);
- 16 (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits
17 discrimination on the basis of sex);
- 18 (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as
19 amended, (prohibits discrimination on the basis of disability); and 49 CFR Part
20 27;
- 21 (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.),
22 (prohibits discrimination on the basis of age);
- 23 (f) Airport and Airway Improvement Act of 1982, 949 U.S.C. § 4 71, Section 4
24 7123), as amended, (prohibits discrimination based on race, creed, color, national
25 origin, or sex);
- 26 (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope,
27 coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age
28 Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by

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expanding the definition of the terms “programs or activities” to include all the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

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

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

County of Imperial

«Consultant_Business_Name»

By: _____
Jesus Eduardo Escobar, 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:

Eric R. Havens,
County Counsel

By: _____
«CC_Attorney»,
«CC_Attorney_Title»

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

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. DBE Contact Information	10. DBE Certification Number	11. Amount Paid While Certified	12. Certification/Decertification Date (Letter Attached)	13. Comments		

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

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT		
14. Contractor/Consultant Representative's Signature	15. Contractor/Consultant Representative's Name	16. Phone
17. Date		
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED		
18. Local Agency Representative's Signature	19. Local Agency Representative's Name	20. Phone
21. Date		

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

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

**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CERTIFICATION STATUS CHANGE**

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

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

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Completion Date	
5. Contractor/Consultant		6. Business Address		7. Final Contract Amount			
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		
15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____				16. TOTAL			

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

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

17. Contractor/Consultant Representative's Signature		18. Contractor/Consultant Representative's Name		19. Phone		20. Date	
21. Local Agency Representative's Signature		22. Local Agency Representative's Name		23. Phone		24. Date	

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

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

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

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

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:

MAIN STREET IMPROVEMENTS (NORTH SIDE) FROM HIGHWAY 111 TO MEMPHIS AVENUE IN NILAND; FEDERAL AID PROJECT NO. CML-5958 (119); COUNTY PROJECT NO. 6601

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:

**MAIN STREET IMPROVEMENTS (NORTH SIDE) FROM HIGHWAY 111 TO MEMPHIS AVENUE IN NILAND;
FEDERAL AID PROJECT NO. CML-5958 (119); COUNTY PROJECT NO. 6601**

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

DIVISION XVI
EXHIBITS & PERMITS



Public Works works for the Public



COUNTY OF IMPERIAL

DEPARTMENT OF PUBLIC WORKS

155 S. 11th Street
El Centro, CA
92243

Tel: (442) 265-1818
Fax: (442) 265-1858

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<https://twitter.com/CountyDpw/>

February 02, 2023

Ms. Joy Lee, District Permit Engineer
Permits Office, Caltrans, District 11
4050 Taylor St MS 110
San Diego, CA 92110

SUBJECT: Encroachment Permit Application for Temporary Traffic Control at the Northeast corner of SR 111 at Main St. in the community of Niland in Imperial County; County Project No. 6601.

Dear Ms. Lee:

Please find the enclosed encroachment permit application in digital format of the Traffic Control Plan for the above mentioned project. The overall project includes placement of new Curb and Gutters, Sidewalks, Driveways, ADA Accessible Ramps, street infill pavement of Main Street and traffic striping and signage, outside Caltrans Right of Way.

No work will be performed on Caltrans State Route 111, or within Caltrans right-of-way. This encroachment permit request is for the installation of temporary traffic control devices within Caltrans State Route 111 Right-of-Way.

Should you have any questions, please do not hesitate to contact Adolfo Garcia, Construction Engineering Coordinator, by email adolfo.garcia@co.imperial.ca.us or by phone at (442) 265-1835. Your timely assistance is greatly appreciated.

Respectfully,

John A. Gay, P.E.
Director of Public Works

Attachment:

- Standard Encroachment Permit Application
- Encroachment Permit Application Checklist
- Categorical Exemption Form
- Traffic Control Plan

Cc:
VA, FF, AG, CB

An Equal Opportunity / Affirmative Action Employer

S:\Programs\ENGINEERING PROJECTS\6509-6676 Zenos Rd and Orchard Rd\6676_Orchard Rd\TTC

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
STANDARD ENCROACHMENT PERMIT APPLICATION
 TR-0100 (REV 12/2018)

Complete ALL fields, write "N/A" if not applicable. Type or print clearly.
 This application is not complete until all requirements have been approved.

Permission is requested to encroach on the State Highway right-of-way as follows:

1. COUNTY IMPERIAL			2. ROUTE 111		3. POST MILE 40.475	
4. ADDRESS OR STREET NAME MAIN STREET			5. CITY NILAND, CA			
6. CROSS STREET (Distance and direction from project site) State Route 111, east of Caltrans Right of Way (outside)						
7. WORK TO BE PERFORMED BY <input type="checkbox"/> APPLICANT <input checked="" type="checkbox"/> CONTRACTOR			8. IS THIS APPLICATION FOR THE CONTRACTOR'S (DOUBLE) PERMIT? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES. If "YES", provide the Parent Permit Number			
9. ESTIMATE START DATE 04/24/2023			10. ESTIMATED COMPLETION DATE 07/12/2023			
11. ESTIMATED NUMBER OF WORKING DAYS WITHIN STATE HIGHWAY RIGHT-OF-WAY 55 working days (temporary traffic control signage only)						
12. ESTIMATED CONSTRUCTION COSTS WITHIN STATE HIGHWAY RIGHT-OF-WAY \$0.00						
13. HAS THE PROJECT BEEN REVIEWED BY ANOTHER CALTRANS BRANCH? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES. If "YES", which branch?						
14. FUNDING SOURCE(S) <input checked="" type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input type="checkbox"/> LOCAL <input type="checkbox"/> PRIVATE <input type="checkbox"/> SB 1 (ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017)						
15. CALTRANS PROJECT CODE (ID) N/A			16. APPLICANT'S REFERENCE / UTILITY WORK ORDER NUMBER N/A			
17. DESCRIBE WORK TO BE DONE WITHIN STATE HIGHWAY RIGHT-OF-WAY (in 20 lines or less) Attach 6 complete sets of plans (folded to 8.5" x 11") and any applicable specifications, calculations, maps, traffic control plans, etc.						

FOR CALTRANS USE	
TRACKING NO.	
DIST/CO/RTE/PM	
SIMPLEX STAMP	
DATE OF SIMPLEX STAMP	

Temporary traffic control signs will be placed in accordance to Caltrans Standard Plans, within Caltrans Right of Way (State Route 111) to facilitate paving operations outside Caltrans Right of Way. No work will be done within Caltrans (State Route 111) Right of Way.

18 (a). PORTION OF STATE HIGHWAY RIGHT-OF-WAY WHERE WORK IS BEING PROPOSED (check all that apply)

Traffic lane Shoulder Sidewalk Median At or near an intersection Mobile work

Outside of the shoulder, _____ feet from edge of pavement Other No work will be done within Caltrans Right of Way

18 (b). PROPOSED TRAFFIC CONTROL PLANS AND METHOD

No traffic control needed State Standard Plans (T-Sheets) # _____

Project specific Traffic Control Plans included To be submitted by contractor

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

TRACKING NO. _____

19. EXCAVATION	MAX. DEPTH (in) N/A	MIN. DEPTH (in) N/A	AVG. WIDTH (in) N/A	LENGTH (ft)	SURFACE TYPE (e.g. Asphalt, concrete, soil, etc.) N/A
20. PIPES	PRODUCT BEING TRANSPORTED N/A	CARRIER PIPE DIAMETER N/A (in.) MATERIAL N/A	CASING PIPE DIAMETER N/A (in.) MATERIAL N/A	PROPOSED INSTALLATION METHOD (e.g. HDD, Bore & Jack, Open Cut, etc.) N/A	
				VOLTAGE / PSIG	


DOES THE PROPOSED PROJECT INVOLVE THE REPLACEMENT AND/OR ABANDONMENT OF AN EXISTING FACILITY?
 NO YES. If "YES", provide a description _____

21. IS A CITY, COUNTY OR OTHER PUBLIC AGENCY INVOLVED IN THE APPROVAL OF THIS PROJECT?
 YES (if "YES", check the type of project AND attach the environmental documentation and conditions of approval)
 COMMERCIAL DEVELOPMENT BUILDING GRADING OTHER _____
 CATEGORICALLY EXEMPT NEGATIVE DECLARATION ENVIRONMENTAL IMPACT REPORT OTHER _____
 NO (if "NO", check the category below which best describes the project AND answer questions A-K)
 DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION, MAINTENANCE OR RESURFACING FENCE EROSION CONTROL
 PUBLIC UTILITY MODIFICATION, EXTENSIONS, HOOKUPS MAILBOX LANDSCAPING
 FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS OTHER _____

The following questions must be answered when a City, County or other public agency IS NOT involved in the approval of this project.

Your answers to these questions will assist Caltrans staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within State Highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit. It is the applicant's responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time consuming. If possible, attach photographs of the location of the proposed project. Answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.).

- A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed?
No _____
- B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the proposed project?
No _____
- C. Is the proposed project located within five miles of the coast line?
No _____
- D. Will the proposed project generate construction noise levels greater than 86 decibels (dBA) (e.g. Jack-hammering, pile driving)?
No _____
- E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?
No _____
- F. Are there any recreational trails or paths within the limits of the proposed project?
No _____
- G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?
No _____
- H. Will the proposed project impact access to any businesses or residences?
No _____
- I. Will the proposed project impact any existing public utilities or public services?
No _____
- J. Will the proposed project impact any existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?
No _____
- K. Will new lighting be constructed within or adjacent to State Highway right-of-way?
No _____

COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT			
COUNTY OF IMPERIAL DEPARTMENT APPROVED FOR CONSTRUCTION BY:		JOHN A. GAY, P.E. ROAD COMMISSIONER	
LOCATION MAP DRAWN AG DATE 02/02/23		MAIN ST IMPROVEMENT PROJECT FROM HIGHWAY 111 TO MEMPHIS AVE.	
CHECKED SCALE NONE F.F.	SHEET 1 OF 1	REG. EXP. 09/30/23	DATE 2/2/23

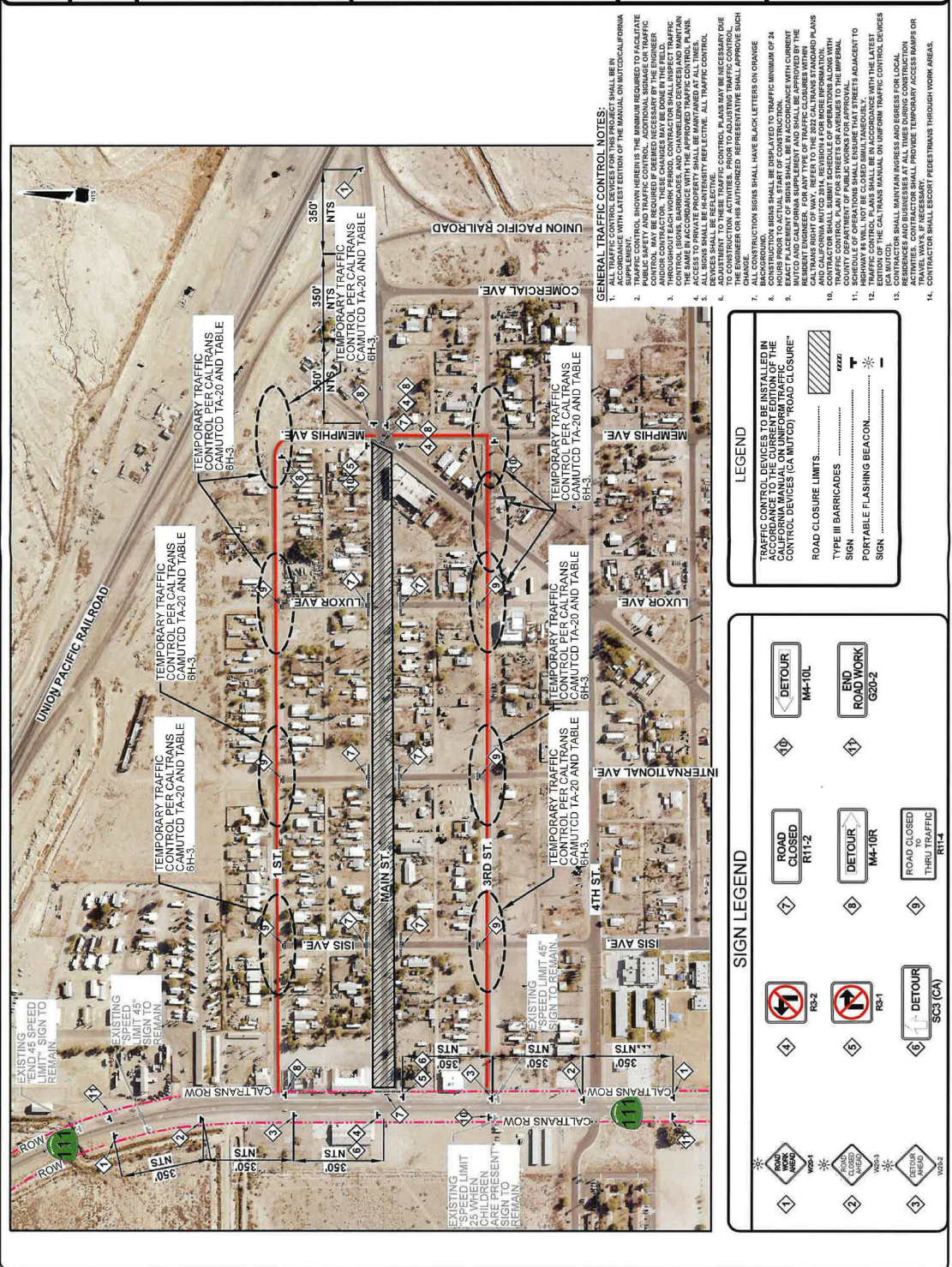
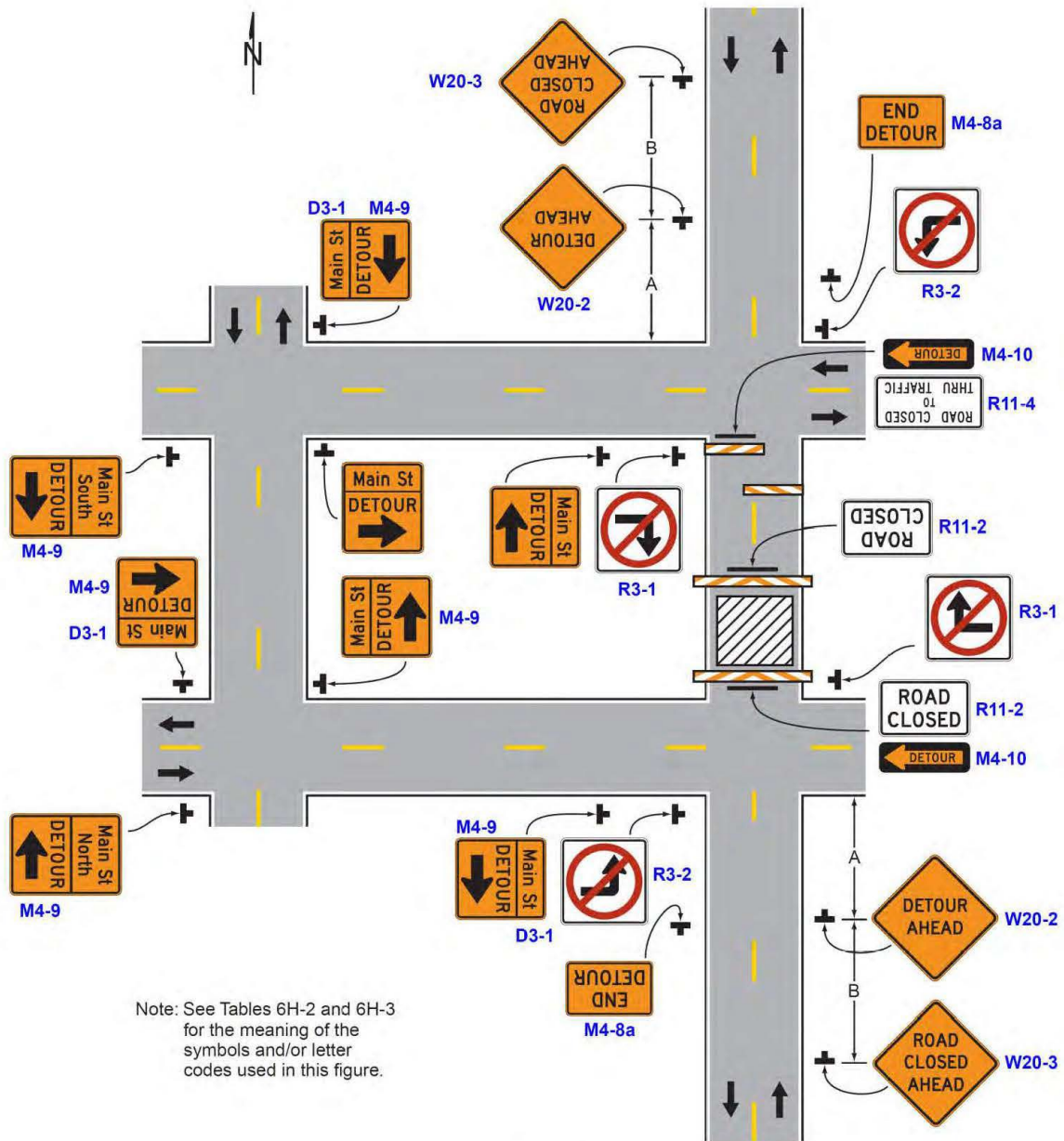


Figure 6H-20. Detour for a Closed Street (TA-20)



Typical Application 20

Table 6H-3. Recommended Advance Warning Sign ~~Minimum~~ Spacing

Road Type	Distance Between Signs**		
	A	B	C
Urban (low speed) - 25 mph or less***	100 feet	100 feet	100 feet
Urban - more than 25 mph to 40 mph***	250 feet	250 feet	250 feet
Urban (high speed) - more than 40 mph***	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

* ~~Speed category to be determined by the highway agency.~~

** The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)

*** Posted speed limit, off-peak 85th-percentile speed prior to work starting, or other anticipated operating speed in mph.

Table 6H-4. Formulas for Determining Taper Length

Speed (S)	Taper Length (L) in feet
40 mph or less	$L = \frac{WS^2}{60}$
45 mph or more	$L = WS$

Where: L = taper length in feet
 W = width of offset in feet
 S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph



County of Imperial
 Department of Public Works
 155 S 11th Street
 El Centro, CA 92243
 (442) 265-1818

Monument Preservation Report

PRE-CONSTRUCTION

FORM
 MPR-01
 April 2021

County of Imperial Permit Number/Project Name _____

PRIOR TO PERMIT ISSUANCE, THE PERMITTEE SHALL RETAIN THE SERVICE OF A PROFESSIONAL LAND SURVEYOR (OR CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING) WHO WILL BE RESPONSIBLE FOR MONUMENT PRESERVATION AND WHO SHALL PROVIDE A CORNER RECORD (OR RECORD OF SURVEY) TO THE COUNTY SURVEYOR AS REQUIRED BY THE PROFESSIONAL LAND SURVEYORS' ACT, IF APPLICABLE. THE PERMITTEE IS RESPONSIBLE FOR THE COST OF RESTORING, OR REPLACING ALL SURVEY MONUMENTS THAT ARE DISTURBED, OR DESTROYED BY CONSTRUCTION.

(REFERENCE SECTION 8771 OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE)

***** **THIS FORM TO BE COMPLETED BY A PERSON AUTHORIZED TO PRACTICE LAND SURVEYING** *****

THE TYPE OF CONSTRUCTION PROPOSED WILL NOT AFFECT ANY SURVEY MONUMENTS.
 (This box is checked for projects that are proposing no demolition, trenching, excavation, surfacing, etc.)

NAME	P.L.S./R.C.E.	SIGNATURE	DATE	(SEAL)
------	---------------	-----------	------	--------

THE TYPE OF CONSTRUCTION MAY AFFECT SURVEY MONUMENTS.
 (This box is checked for projects that are proposing demolition, trenching, excavation, surfacing, etc.)

I HAVE INSPECTED THE SITE(S) AND: (check all that apply) DATE OF INSPECTION: _____

- MONUMENT(S) AND/OR CORNER ACCESSORY(IES) WERE FOUND WITHIN THE LIMITS OF WORK WHICH I DETERMINED MAY BE DISTURBED OR DESTROYED. **(A corner record or record of survey is required.)** The found monument(s) and/or corner accessory(ies) were referenced and pre-construction corner record(s) (or record(s) of survey) showing the references has been filed with the County Surveyor for the project site(s). The filed corner record(s) (or record(s) of survey) is attached hereto. Also attached, (if not documented on the corner record(s) (or record(s) of survey)) is a sketch/diagram showing locations of monuments that were searched for and not found. I have placed "S.N.F." on the sketch/diagram for each monument and/or corner accessory that was not found. Photos may also be included.
- NO MONUMENT(S) AND/OR CORNER ACCESSORY(IES) WERE FOUND WITHIN THE LIMITS OF WORK. **(No corner record or record of survey is required.)** Attached is a sketch/diagram showing the limits of work and its relationship to the locations of any monument and/or corner accessory searched for and not found. I have placed "S.N.F." on the sketch/diagram for each monument and/or corner accessory not found. Photos may also be included.
- MONUMENT(S) AND/OR CORNER ACCESSORY(IES) WERE FOUND OUTSIDE THE LIMITS OF WORK WHICH I DETERMINED WILL REMAIN PROTECTED IN PLACE. **(No corner record or record of survey is required.)** Attached is a sketch/diagram of the work limits and its relationship to the found monuments. Photos may also be included.
- MONUMENT(S) AND/OR CORNER ACCESSORY(IES) WERE FOUND WITHIN THE LIMITS OF WORK WHICH I DETERMINED MAY BE DISTURBED OR DESTROYED, HOWEVER AN EXISTING CORNER RECORD (OR RECORD OF SURVEY) WHICH SHOWS SUFFICIENT REFERENCES HAS ALREADY BEEN FILED AND THERE IS NO DISCREPANCY ON THE FILED CORNER RECORD (OR RECORD OF SURVEY).

SOURCE(S) OF SURVEY DATA CONSULTED: (Final Maps, Parcel Maps, Records of Survey, private field notes, etc.)

FILED CORNER RECORD# _____ OR FILED RECORD OF SURVEY# _____

NAME	P.L.S./R.C.E.	SIGNATURE	DATE	(SEAL)
------	---------------	-----------	------	--------



County of Imperial
 Department of Public Works
 155 S 11th Street
 El Centro, CA 92243
 (442) 265-1818

Monument Preservation Report POST-CONSTRUCTION

FORM
MPR-02
 April 2021

County of Imperial Permit Number/Project Name _____

PRIOR TO ISSUING A NOTICE OF COMPLETION FOR PERMITTED CONSTRUCTION, THE PERMITTEE SHALL RETAIN THE SERVICE OF A PROFESSIONAL LAND SURVEYOR (OR CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING) WHO WILL BE RESPONSIBLE FOR MONUMENT RESTORATION AND WHO SHALL PROVIDE A CORNER RECORD (OR RECORD OF SURVEY) TO THE COUNTY SURVEYOR AS REQUIRED BY THE PROFESSIONAL LAND SURVEYORS' ACT, IF APPLICABLE. THE PERMITTEE IS RESPONSIBLE FOR THE COST OF RESTORING, OR REPLACING ALL SURVEY MONUMENTS THAT ARE DISTURBED, OR DESTROYED BY CONSTRUCTION.

(REFERENCE SECTION 8771 OF THE CALIFORNIA BUSINESS AND PROFESSIONS CODE)

***** **THIS FORM TO BE COMPLETED BY A PERSON AUTHORIZED TO PRACTICE LAND SURVEYING** *****

MONUMENTS AND/OR CORNER ACCESSORY(IES) WERE PROTECTED IN PLACE AND THE PERMITTED CONSTRUCTION DID NOT DISTURB OR DESTROY ANY SURVEY MONUMENTS AND/OR CORNER ACCESSORY(IES).

 NAME P.L.S./R.C.E. SIGNATURE DATE (SEAL)

MONUMENT(S) AND/OR CORNER ACCESSORY(IES) WERE DISTURBED AND/OR DESTROYED DURING THE PERMITTED CONSTRUCTION. A new monument(s) was set in the surface of the new construction or a witness monument(s) was set to perpetuate the original location of the disturbed or destroyed monument(s) and a post-construction corner record or a record of survey was filed in the office of the County Surveyor. (New corner accessory(ies) may also be required.)

FILED CORNER RECORD# _____ OR FILED RECORD OF SURVEY# _____

 NAME P.L.S./R.C.E. SIGNATURE DATE (SEAL)