

COUNTY OF IMPERIAL
DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS
SPECIAL PROVISIONS
PROPOSAL AND BID BOOK FOR

MAIN STREET IMPROVEMENTS (SOUTH SIDE) FROM HIGHWAY 111 TO
MEMPHIS AVE. AND ISIS AVE. FROM MAIN ST. TO THIRD ST.
FEDERAL AID PROJECT NO. CML-5958 (125)
COUNTY PROJECT NO. 6957



Notice to bidders and Special Provision dated: November 4, 2025
Project Plans approved: June 27, 2025
Standard Specifications: 2024
Standard Plans Dated: 2024

Bid Opening Date: December 5, 2025



For use in connection with the 2024 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 2024, 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.

DIR Public Works Funding Legislation – SB 854 June 30, 2014

FACT SHEET – page 3

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 work. 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.”
- See section 2 for submittal requirements for DBE quotes, DVBE quotes, and Non-Small Business Subcontractor Preference.
- 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).
- The schedules for the submittal of DBE forms have been revised. See section 2-1.33 for the submittal schedules.
- The flagging and temporary traffic control requirements have been revised. See sections 7-1.03, 7-1.04, and 12.
- See section 6-1.07 for telecommunications and video surveillance equipment or services prohibitions for Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or any subsidiary or affiliates of such entities ([NDAA Prohibited Manufacturers \(ucsd.edu\)](https://www.ucsd.edu/ndaa-prohibited-manufacturers)).
- 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 (SOUTH SIDE) FROM HIGHWAY 111 TO MEMPHIS
AVE. AND ISIS AVE. FROM MAIN ST. TO THIRD ST. IN NILAND
FEDERAL AID PROJECT NO. CML-5958 (125); COUNTY PROJECT NO. 6957

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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 **2:30 p.m. on December 5, 2025** 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 (SOUTH SIDE) FROM HIGHWAY 111 TO MEMPHIS AVE.
AND ISIS AVE. FROM MAIN ST. TO THIRD ST. FEDERAL AID PROJECT NO. CML-5958 (125);
COUNTY PROJECT NO. 6957**

The DBE Contract Goal for the project is 0 %.

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 **November 21, 2025**. 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 of Measure	Estimated Quantity
1	Mobilization	LS	1
2	Construction Area Signs and Traffic Control	LS	1
3	Sawcut Existing A.C. Pavement and P.C.C. Concrete	LF	4000
4	Cold Plane Existing AC Pavement	SF	7740
5	Roadway Excavation, Remove and Dispose Existing Shoulder Material, Existing Concrete, Buried Asphalt Concrete Pavement, Existing AC Dike, PCC Curb and Underlying Material to Subbase Design Elevation.	CY	4960
6	Remove and Replace Existing Traffic Signs with New Traffic Signs.	EA	7
7	Furnish and Install Class II Aggregate Base (78,000 S.F.)	CY	3500
8	Asphalt Concrete Type A (78,000 S.F.)	TON	2000
9	Furnish and Install Tensar Interax Geogrid	SY	8670
10	Remove and Replace Existing Chain Link Fence.	LF	25
11	P.C.C. Curb and Gutter	LF	3150
12	P.C.C. Sidewalk	SF	9600
13	P.C.C. Driveway	SF	8600
14	P.C.C. ADA Curb Return	EA	11
15	P.C.C. Cross Gutter	SF	380
16	P.C.C. Modified ADA Curb Return, Include Demolition of Existing Concrete.	EA	1
17	P.C.C. Spandrel	SF	2420
18	Place Native Material Behind New Sidewalk. Contractor Shall Use Material Removed Onsite.	LS	1
19	Adjust Existing Water Valve Cans	EA	6
20	Thermoplastic Striping	LS	1
21	Monument Preservation	LS	1
22	Erosion and Dust Control	LS	1
23	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

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.



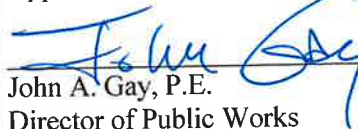
Cynthia Medina

Clerk of the Board of Supervisors

11-4-25

Date

Approved for Construction



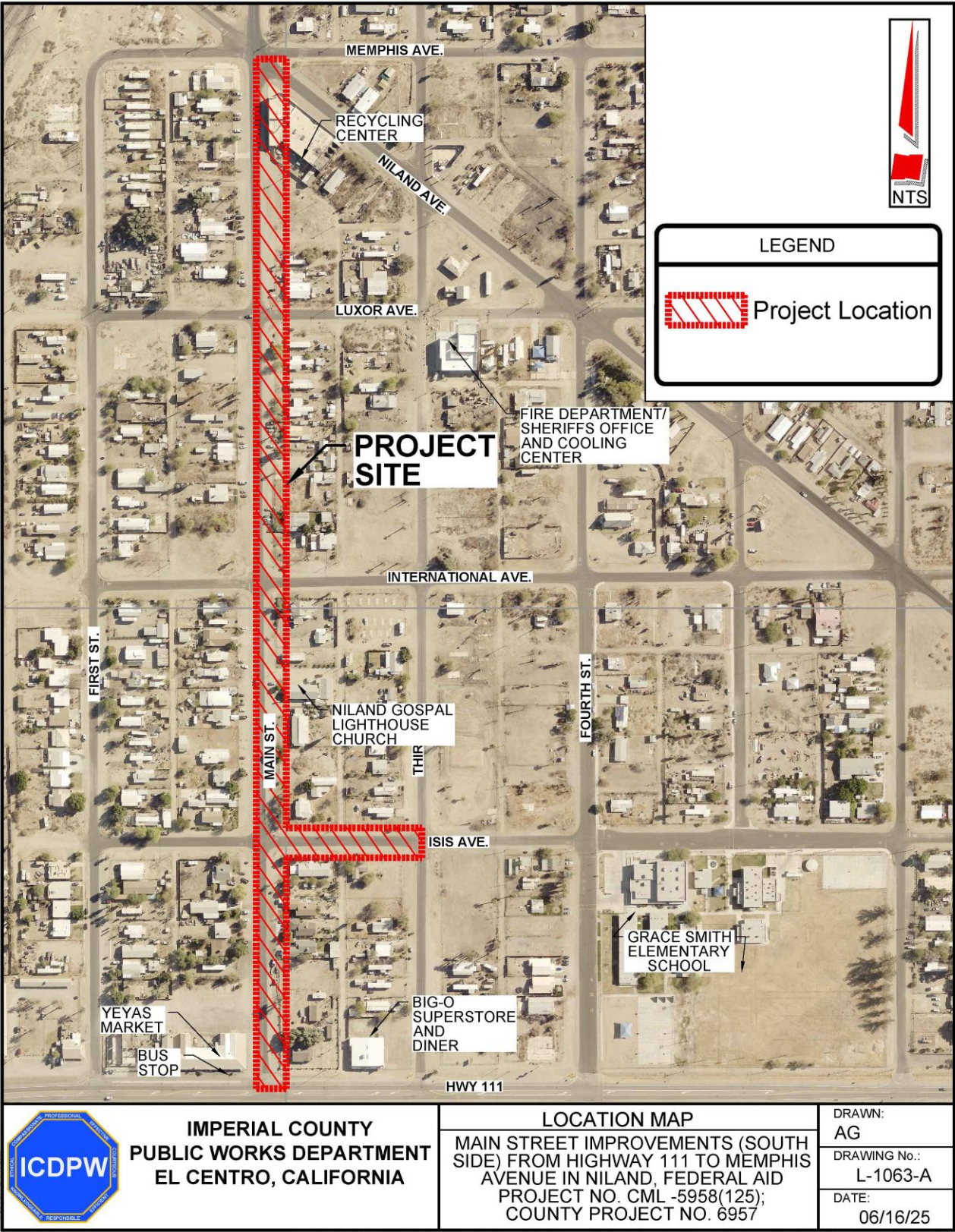
John A. Gay, P.E.

Director of Public Works

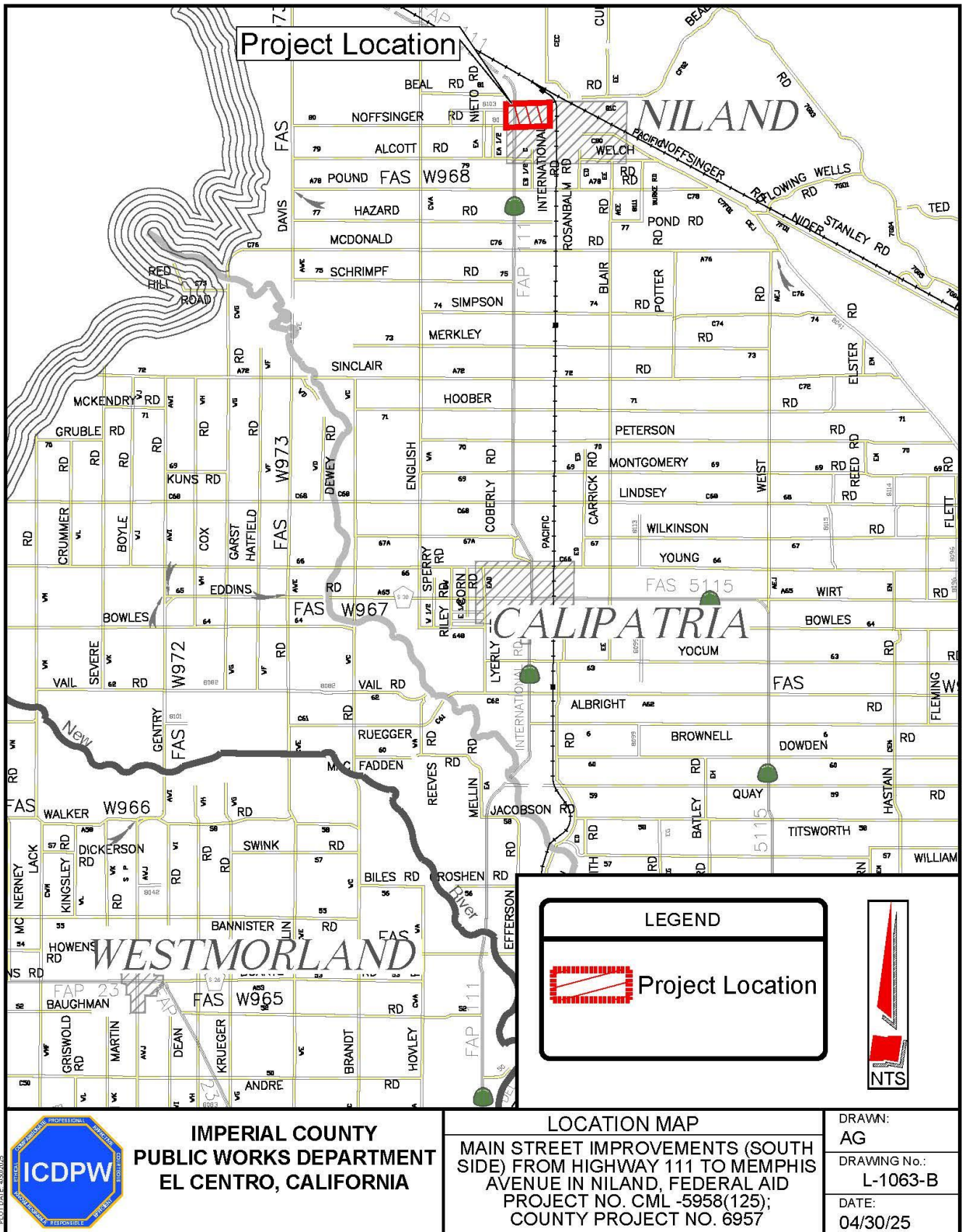
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Date

PROJECT LOCATION



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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 (SOUTH SIDE) FROM HIGHWAY 111 TO MEMPHIS AVE.
AND ISIS AVE. FROM MAIN ST. TO THIRD ST. FEDERAL AID PROJECT NO. CML-5958 (125);
COUNTY PROJECT NO. 6957

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*.

[illegible]

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 2024 and the Standard Plans dated 2024, 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:

Department/Department of Transportation: County of Imperial Board of Supervisors (except when referencing to a test method of, or to denote publications or designate the mailing address of an agency of the State of California, website, mailing address, or manual)

District: The Department of Public Works, Imperial County

Revised Standard Specifications: New or revised standard specifications. These specifications are available at the following website: <http://www.dot.ca.gov/des/oe/construction-contract-standards.html> and as stated in section 2-1.06B.

California Standard Specifications: Also, Standard Specifications: The Standard Specifications 2024, State of California, Department of Transportation.

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

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

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

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

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

State Contract Act: Chapter 1, Part 2, Division 2 of the Public Contract Code. The provisions of this act and other applicable laws form and constitute a part of the provisions of this contract to the same extent as if set forth herein in full.

Replace *The Department* in the 1st paragraph in section 1-1.08 with:

Caltrans San Diego (SD) 4050 TAYLOR STREET SAN DIEGO, CA 92110-273

Replace the paragraph of section 1-1.12 with:

Make checks and bonds payable to the County of Imperial.

AA

2 BIDDING

Replace the paragraphs of section 2-1.06A with:

This section includes requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

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

In addition to the subcontractors required to be listed in conformance with Section 2-1.10, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder's Bond mentioned in Section 2-1.33A, "General," of the Standard Specifications will be found following the signature page of the Proposal.

Locations for obtaining Contract documents are listed in the Notice to Bidders.

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 adolfogarcia@co.imperial.ca.us before **November 21, 2025**. 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 (SOUTH SIDE) FROM HIGHWAY 111 TO MEMPHIS AVE. AND ISIS AVE. FROM MAIN ST. TO THIRD ST.; FEDERAL AID PROJECT NO. CML-5958 (125); COUNTY PROJECT NO. 6957"**, to be opened at December 5, 2025 at 2:30 p.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:

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

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

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

- 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	28.9
	CA Monterey	
	7360 San Francisco-Oakland	25.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	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
177	8720 Vallejo-Fairfield-Napa, CA	
	CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo	
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	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.

3-1.08 RESERVED

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

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.

[illegible]

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

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

^^

6 CONTROL OF MATERIALS

Add to section 6-1.03 of the RSS:

6-1.03B Submittals

6-1.03B (1) Work Plan

For local material, such as rock, gravel, earth, structure backfill, pervious backfill, imported borrow, and culvert bedding, obtained from a (1) noncommercial source, or (2) source not regulated under California jurisdiction, submit a local material plan for each material at least 60 days before placing the material. The local material plan must include:

1. Certification signed by you and an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

I am aware local material from a noncommercial source or a source not regulated under CA jurisdiction must be sampled and analyzed for pH and lead and may require sampling and analysis under section 6-1.03B(3) for other constituents of concern based on the land use history. I am aware that local material sources must not contain ADL at concentrations greater than 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II. I am aware that a maximum quantity of material may be excavated at the site based on the minimum number of samples taken before excavating at the site under section 6-1.03B (3).

2. Land use history of the local material location and surrounding property
3. Sampling protocol
4. Number of samples per volume of local material
5. QA and QC requirements and procedures
6. Qualifications of sampling personnel
7. Stockpile history
8. Name and address of the analytical laboratory that will perform the chemical analyses
9. Analyses that will be performed for lead and pH
10. Other analyses that will be performed for possible hazardous constituents based on:
 - 10.1. Source property history
 - 10.2. Land use adjacent to source property
 - 10.3. Constituents of concern in the ground water basin where the job site is located

The plan must be sealed and signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State.

If the plan requires revisions, the Engineer provides comments. Submit a revised plan within 7 days of receiving comments. Allow 7 days for the review.

6-1.03B(2) Analytical Test Results

At least 15 days before placing local material, submit analytical test results for each local material obtained from a noncommercial source or a source not regulated under CA jurisdiction. The analytical test results must include:

1. Certification signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

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 Shellooe 

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

“Caltrans improves mobility across California”

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,

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.

Add to section 9:

SALES TAX CONDITION

Sales Tax Condition: The permittee is required to have a Construction Site Permit reflecting the project site address, ensuring all eligible sales tax payments are allocated to the County of Imperial, Jurisdictional Code 13998. The permittee will provide the County of Imperial with a copy of the CDTFA account number and sub-permit for its contractor and subcontractors (if any) related to the job site. The permittee shall provide written verification to the County Executive Office that the necessary sales and use tax permits have been obtained prior to the issuance of any grading permits.

Construction/Material Budget: Prior to a grading permit, the permittee will provide the County Executive Office with a construction materials budget, an official construction materials budget, or a detailed budget outlining the construction and materials cost for the processing facility on permittee letterhead.

County of Imperial will require that all qualifying contractors and subcontractors exercise their option to obtain a California Department of Tax and Fee Administration (CDTFA) sub-permit for the jobsite and allocate all eligible use tax payments to Imperial County and LTA.

Prior to commencement of any construction activity at the Project Site, County of Imperial shall require that the contractor or subcontractor provide County with a copy of their CDTFA account number and sub-permit. County of Imperial shall either cause its construction contractor to treat the Project in accordance with California Sales and Use Tax Regulation 1521(b)(2)(B), California Sales and Use Tax Regulation 1521(c)(13)(B), and California Sales and Use Tax Regulation 1826(b) for sales and use tax purposes, or form a "Buying Company" as defined in the California Sales and Use Tax Regulation 1699(h). County of Imperial may adopt an alternate methodology to accomplish this goal if such methodology is approved by the County's Executive Officer, which approval shall not be unreasonably withheld or delayed, prior to issuance of any building permit.

No later than forty-five (45) days after the due date for filing sales and use tax returns for each calendar quarter, occurring after the commencement of any construction activity on-site through and including the first anniversary of commercial operating date ("COD"), Contractor shall report to County of Imperial, the total amount of sales and use taxes related to the Project that are allocated to the County, and reported on County of Imperial's, general contractor's and subcontractors' applicable California sales and use tax returns.

Guarantee Amounts. Prior to the issuance of any building permit for the Project, Contractor shall provide County with a guarantee of the minimum sales and use taxes (based on a total construction and materials budget for the Project) that will be received by County and LTA under existing applicable sales and use tax laws. Contractor warrants that the sales/use tax guarantee amounts to be provided to County as mandated in this paragraph shall be true and accurate estimates of the projected sales and use taxes that will be generated for this Project. Contractor shall provide County with evidence of the projected sales/use taxes for the Project, including but not limited to sales tax receipts, and executed or anticipated engineering contracts, procurement contracts, and construction contracts. If the Parties are unable to

agree upon a guarantee amount, then the dispute shall be referred to an independent accountant mutually acceptable to both Parties. The costs for such nonbinding mediation shall be borne by Contractor. Contractor warrants that the sales/use tax guarantee amounts to be provided to County as mandated in this paragraph will incorporate any and all sales/use tax exemptions that Contractor and/or its subcontractors intend to utilize, and that such exemptions will be disclosed to County fully and in good faith prior to the issuance of any building permit for this Project. Contractor understands and acknowledges that the sales/use tax guarantee amounts to be provided to County as mandated by this paragraph are a part of the consideration to be received by County in return for entering into this Agreement, and further understands and acknowledges that County would not enter into this Agreement but for said guarantee from Contractor. In the event that County and / or LTA receives less than the amount of sales / use taxes guaranteed pursuant to this paragraph, then Contractor shall pay, as and when provided below, to County or LTA as applicable, the amount of the applicable shortfall.

Adjustments to Guarantee Amounts.

The amount of sales and use tax anticipated to be generated is based on the projected construction materials. Additional construction materials beyond the original contract now projected will require the sales / use tax guarantee amounts to be adjusted.

To the extent of any reduction in the size of the Project as the result of any final ruling, stipulated judgment, or settlement, the sales / use tax guarantee amounts mandated under paragraph D shall be reduced pro rata based on the size of such reduction. To the extent of any reduction in the size of the Project as the result of any final ruling, stipulated judgment, or settlement, in accordance with Section V.C below, the not-to-exceed amounts set forth in Section III.B shall be reduced pro rata based on the size of such reduction.

The complete amount due to County for the Project must be received within one (1) year after Project Closeout/Completion for this Project. If, within one (1) year after issuance of the final Certificate of Occupancy, the sales and use taxes received by the County are less than the amount guaranteed for that portion of the project, Contractor shall pay the difference to the County.

Payments to County and LTA as a result of a shortfall shall be due within thirty days of County of Imperial's receipt of written notice of shortfall from the County. Payments received by County after the ninetieth (90th) day following County of Imperial's receipt of notice shall be deemed late. County of Imperial hereby agrees to pay interest at the rate of six percent (6%) per annum of the payment due for any payment received by County beyond the due date. Said interest shall be included with the late payment. The obligation to pay interest shall be stayed when such amounts are disputed in good faith, so long as Contractor submits the payments "under written protest." Upon determination of dispute, such interest may be assessed if it is determined that the dispute was not made in good faith.

In the event that Contractor repowers or replaces the equipment onsite, each Site shall be designated as the "Point of Sale" so as to create an additional local tax-funding source for the County of Imperial.

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):

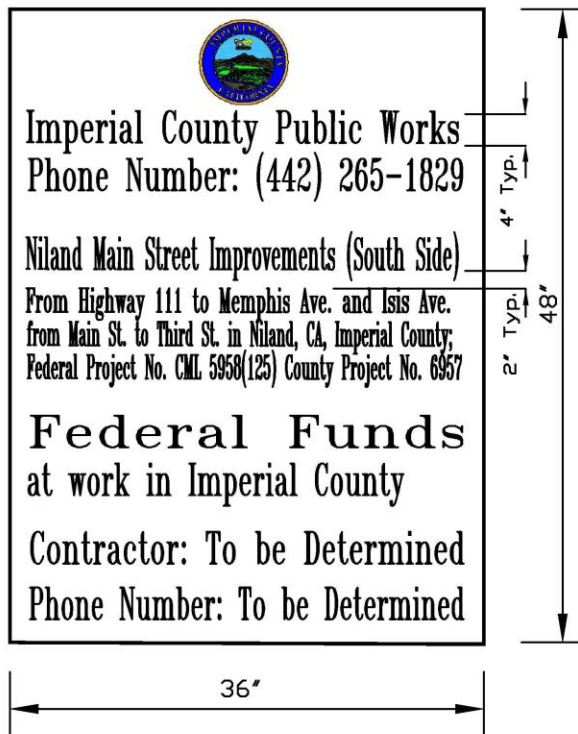
Except you may use a moving closure during traffic striping and pavement marker placement using a bituminous adhesive. Do not use a moving lane closure when grinding for recessed striping and recessed markers.

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

PAYMENT

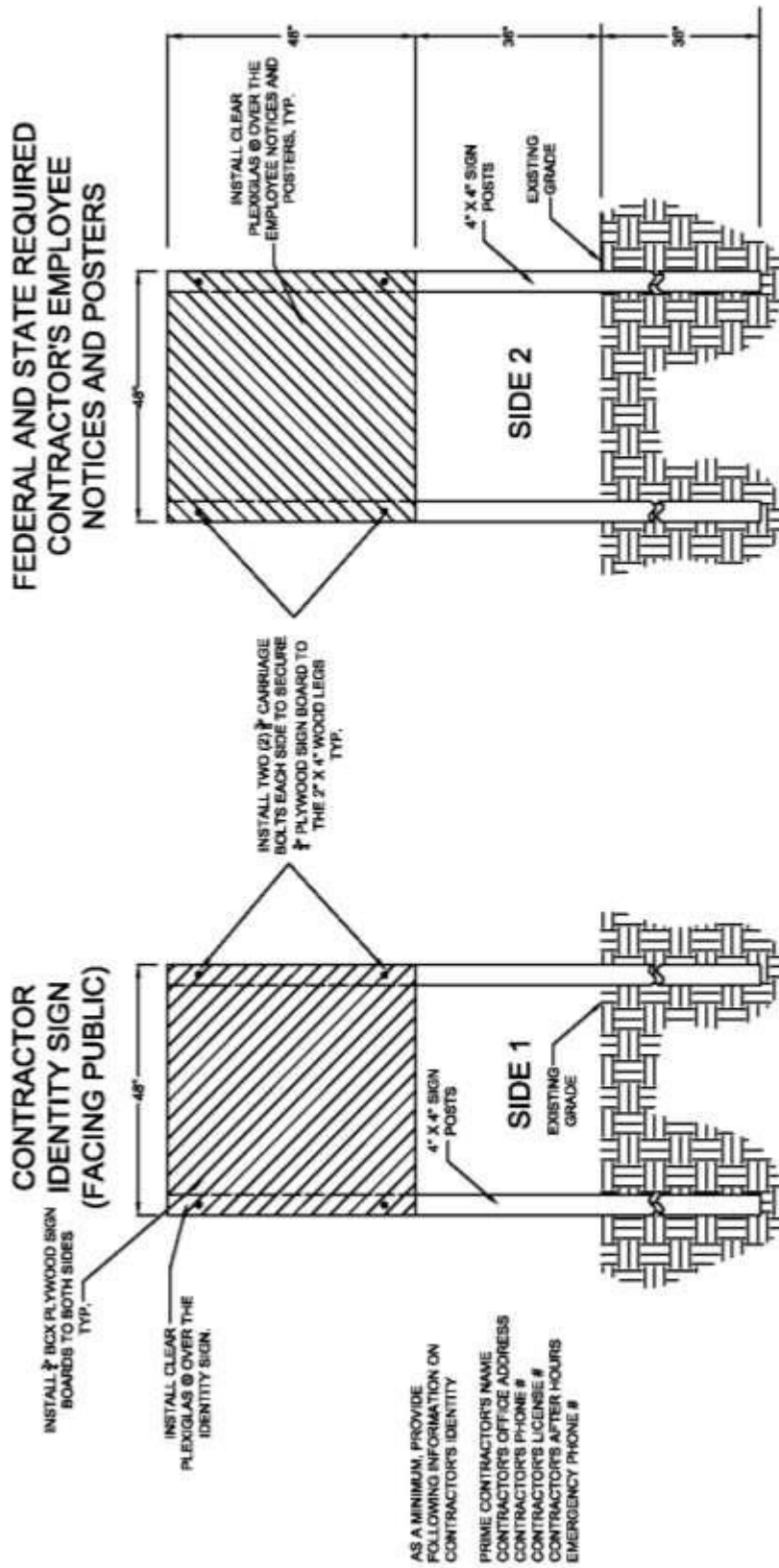
Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations 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.



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

NOT TO SCALE

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 foot 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 2<sup>nd</sup> 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.

[illegible]

## 17 GENERAL

**Replace section 17-2.04 with:**

PAYMENT

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in Clearing and Grubbing shall be considered as included in the contract price paid per lump sum for "Clearing and Grubbing" and no separate or additional payment shall be considered therefor.

## 19 EARTHWORK

**Add to section 19-2-Roadway Excavation:**

**ROADWAY EXCAVATION** – This item of work, shall conform to the provisions of section 19-2, entitled “Roadway Excavation” and these special provisions. Roadway Excavation shall include removal and disposal of existing shoulder material, existing concrete, existing asphalt concrete pavement, existing buried asphalt concrete, and all underlying material to subbase design elevations within the County road right-of-way as shown on the plans or as directed by the engineer.

Roadway Excavation shall also include the following items, which are paid for under separate line items of work:

- Subbase Preparation, Moisture Condition, Scarify and Recompact 12 inches of Native Material shall be paid for per SY and no separate or additional compensation shall be provided therefor.
- Remove and Dispose Existing AC Dike and PCC Curb shall be paid for per LS and no separate or additional compensation shall be provided therefor.
- Placement and Grading of Native Material Behind New Sidewalk shall be paid for per LS and no separate or additional compensation shall be provided therefor.
- Sawcut Existing AC Pavement shall be paid for per LF and no separate or additional compensation shall be provided therefor.

Removed materials that are not to be salvaged or reused in the work and shall become the property of the Contractor and shall be legally disposed of and no separate compensation shall be considered or allowed therefor.

The Contractor is advised that the estimated quantities provided in the Engineer's estimate are for bidding purposes only and with no guarantee as to actual quantities.

Any other items required to perform Roadway Excavation, including any scarifying subgrade, grading, watering and compaction, not included in other items of work, shall be performed as

Full compensation for furnishing all labor, materials, tools and equipment and for doing all the work involved in excavate and export including removing, hauling and disposal to a legal facility of existing surfacing and base material shall be considered as included in the contract price paid per cubic yard for "Roadway Excavation" and no additional compensation will be allowed therefore.

## DIVISION IV SUBBASES AND BASES

## 26 AGGREGATE BASES

Class 2 Base material shall be compacted to 95% of maximum density according to ASTM D-1557, unless otherwise noted on the plans or details. The tolerance for the Class 2 Base between design subgrade elevation and actual subgrade elevation as constructed in the field shall be plus or minus 0.02 feet as referenced from the design subgrade. Prior to the placement of Class 2 Base the native sub base grade shall be checked and approved by the Engineer. The native sub base grade shall be within plus or minus 0.05 feet of native sub base design grade prior to the placement of Class 2 Base. Measurement of Class II Base material shall be made by the line item per cubic yard of material furnished.

Submit a certificate of compliance for aggregate base material.

Test aggregate base material prior to approval for use by the Engineer. Make stockpile locations available for independent testing by the Engineer. Testing shall include R-value, sand equivalent and durability index tests.

**Replace section 26-1.04 with:**

## PAYMENT

78

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DIVISION V SURFACINGS AND PAVEMENTS

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[illegible]

**REPLACE SECTION 39 ENTIRELY with the following:**

## ORGANIZATION

All asphalt concrete, cold plane existing AC, slurry seal coat and tack coat specifications shall be in accordance with the Standard Specifications for Public Works Construction, (Greenbook) 2021 Edition. Special Provisions are included under the headings that correspond to the Subsections of Section 203, “Bituminous Materials” or Section 302, “Road Surfacing”. Each special provision begins with a revision clause that describes or introduces a revision to the Standard Specifications for Public Works Construction Subsection. Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the Standard Specifications for Public Works Construction Subsection.

## SECTION 203 – BITUMINOUS MATERIALS

**Add to Subsection 203-1.2:**

Paving Asphalt for this project shall be PG 70-10

**Add to Subsection 203-6.2.1:**

Asphalt binder for this project shall be paving asphalt conforming to section 203-1.

**Add to Subsection 203-6.4.1:**

Asphalt Concrete mixes for this project shall be as follows:

- 4 inch thick AC shall be a ¾ inch HMA TYPE A mix and shall be **B-PG70-10-RO**

For both mixes, no reclaimed asphalt pavement (RAP) shall be used.

## SECTION 302 – ROADWAY SURFACING

**Add to Subsection 302-5.4 as follows:**

The Tack Coat material for this project shall be SS-1h applied at a rate 0.08 gallons per square yard. Tack coat shall be included in the following bid items:

- Asphalt Concrete Type A (B-PG70-10-RO)

**Replace the first paragraph of Section 302-5.9 with the following paragraphs:**

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 VIII MISCELLANEOUS CONSTRUCTION

This section is applicable to concrete flatwork, including curbs, gutters, sidewalks, cross gutters, gutter depressions, spandrels, curb ramps and driveways, including pedestrian and handicap ramps.

Concrete must be minor concrete complying with section 90-2 and may contain returned plastic concrete complying with section 90-9.

## Payment

**Delete the 1<sup>st</sup> paragraph of section 73-1.03B**

Space contraction joints at 15-foot intervals and expansion joints at 45-foot intervals.

## Payment

81

## 80 FENCES

**Replace section 80-3.04 with:**

## PAYMENT

The quantities of "REMOVE EXISTING 30" CHAINLINK FENCE AND INSTALL NEW 25" CHAINLINK FENCE" shall be measured as a lump sum, complete in place, as shown on the plans, and as specified in the Bid Item. Payment for bid item shall constitute full compensation for all material, labor, equipment, tools, installing and removing Chainlink fence, and incidentals as necessary as specified, and no additional compensation shall be considered or made therefor.

The quantities of “REMOVE AND DISPOSE EXISTING GUARD POSTS” AND REMOVE AND RELOCATE EXISTING STOP SIGN/STREET SIGN” are each separate bid items and shall be measured per EACH (EA), complete in place, as specified in the Bid Item. Payment for each bid item shall constitute full compensation for all material, labor, equipment, tools and incidentals as necessary, as specified, and no additional or separate compensation shall be considered or made therefor.

[illegible]

## DIVISION IX TRAFFIC CONTROL DEVICES

## 82 SIGNS AND MARKERS

**Replace section 82-3.04 with:**

## PAYMENT

The quantities of roadway signing, pavement markings and any permanent markers shall be measured as a lump sum, complete in place, as shown on the plans, and as specified in the Bid Item List as Signing, Striping and Pavement Markings. Payment for bid item shall constitute full compensation for all material, labor, equipment, tools, installing and removing signs, markings and markers, and incidentals as necessary as specified, and no additional compensation will be allowed.

[illegible]

## 84 MARKINGS

**Replace section 84-2.04 of the RSS with:**

## PAYMENT

The quantities of traffic striping and pavement markings shall be measured as a lump sum, complete in place, as shown on the plans, these special provisions, and as specified in the Bid Item List as “Signing, Striping and Pavement Markings”. Payment for bid item shall constitute full compensation for all materials, labor, equipment, tools, placing and removing striping and striping tabs, painting legends, lane lines, and pavement markings, and incidentals necessary as specified, and no additional compensation will be allowed.

[illegible]

**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.).

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- 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."

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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: CA20250002 06/06/2025

Superseded General Decision Number: CA20240002

State: California

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

County: Imperial County in California.

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

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

|                                                                                                                                                                   |                                                                                                                                                                                                                   |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | . Executive Order 14026 generally applies to the contract.                                                                                                                                                        |  |
|                                                                                                                                                                   | . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.  |  |
|                                                                                                                                                                   |                                                                                                                                                                                                                   |  |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:         | . Executive Order 13658 generally applies to the contract.                                                                                                                                                        |  |
|                                                                                                                                                                   | . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025. |  |
|                                                                                                                                                                   |                                                                                                                                                                                                                   |  |
|                                                                                                                                                                   |                                                                                                                                                                                                                   |  |
|                                                                                                                                                                   |                                                                                                                                                                                                                   |  |
|                                                                                                                                                                   |                                                                                                                                                                                                                   |  |
|                                                                                                                                                                   |                                                                                                                                                                                                                   |  |

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

conformance request.

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

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/03/2025       |
| 1                   | 01/24/2025       |
| 2                   | 02/07/2025       |
| 3                   | 02/21/2025       |
| 4                   | 02/28/2025       |
| 5                   | 03/14/2025       |
| 6                   | 03/21/2025       |
| 7                   | 03/28/2025       |
| 8                   | 06/06/2025       |

\* ASBE0005-002 09/01/2024

|                                                                                                                                                                                        | Rates    | Fringes |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| Asbestos Workers/Insulator<br>(Includes the application of<br>all insulating materials,<br>protective coverings,<br>coatings, and finishes to all<br>types of mechanical systems)..... | \$ 56.32 | 26.52   |
| Fire Stop Technician<br>(Application of Firestopping<br>Materials for wall openings<br>and penetrations in walls,<br>floors, ceilings and curtain<br>walls).....                       | \$ 39.94 | 20.65   |
| -----                                                                                                                                                                                  |          |         |
| ASBE0005-004 07/04/2022                                                                                                                                                                |          |         |

|                                                                                                                                                                                                                                                                              | Rates    | Fringes |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| Asbestos Removal<br>worker/hazardous material<br>handler (Includes<br>preparation, wetting,<br>stripping, removal,<br>scrapping, vacuuming, bagging<br>and disposing of all<br>insulation materials from<br>mechanical systems, whether<br>they contain asbestos or not).... | \$ 23.52 | 13.37   |
| -----                                                                                                                                                                                                                                                                        |          |         |
| BRCA0004-002 11/01/2024                                                                                                                                                                                                                                                      |          |         |

|                                | Rates    | Fringes |
|--------------------------------|----------|---------|
| BRICKLAYER; MARBLE SETTER..... | \$ 58.81 | 19.14   |
| -----                          |          |         |
| BRCA0018-004 06/01/2024        |          |         |

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

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BRCA0018-010 09/01/2024

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

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CARP0213-001 01/01/2024

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

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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

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CARP0213-004 01/01/2024

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| Drywall                       |          |         |
| DRYWALL INSTALLER/LATHER..... | \$ 48.86 | 22.88   |
| STOCKER/SCRAPPER.....         | \$ 20.80 | 9.97    |

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CARP0721-001 07/01/2021

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

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ELEC0569-002 08/31/2020

|                                                                  | Rates    | Fringes  |
|------------------------------------------------------------------|----------|----------|
| Electricians (Electrical<br>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<br>contracts of \$500,000 and<br>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 |

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ELEC0569-005 06/03/2024

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

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

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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<br>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.

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ELEC1245-001 01/01/2025

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

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

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ELEV0018-001 01/01/2025

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

FOOTNOTE:

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

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

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ENGI0012-004 08/01/2024

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

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ENGI0012-024 07/01/2023

|                                               | Rates    | Fringes |
|-----------------------------------------------|----------|---------|
| OPERATOR: Power Equipment<br>(All Other Work) |          |         |
| GROUP 1.....                                  | \$ 53.90 | 32.80   |
| GROUP 2.....                                  | \$ 54.68 | 32.80   |
| GROUP 3.....                                  | \$ 54.97 | 32.80   |
| GROUP 4.....                                  | \$ 56.46 | 32.80   |
| GROUP 6.....                                  | \$ 56.68 | 32.80   |
| GROUP 8.....                                  | \$ 56.79 | 32.80   |
| GROUP 10.....                                 | \$ 56.91 | 32.80   |
| GROUP 12.....                                 | \$ 57.08 | 32.80   |
| GROUP 13.....                                 | \$ 57.18 | 32.80   |
| GROUP 14.....                                 | \$ 57.21 | 32.80   |
| GROUP 15.....                                 | \$ 57.29 | 32.80   |
| GROUP 16.....                                 | \$ 57.41 | 32.80   |
| GROUP 17.....                                 | \$ 57.58 | 32.80   |
| GROUP 18.....                                 | \$ 57.68 | 32.80   |
| GROUP 19.....                                 | \$ 57.79 | 32.80   |
| GROUP 20.....                                 | \$ 57.91 | 32.80   |
| GROUP 21.....                                 | \$ 58.08 | 32.80   |
| GROUP 22.....                                 | \$ 58.18 | 32.80   |



|                                                                  |          |       |
|------------------------------------------------------------------|----------|-------|
| GROUP 23.....                                                    | \$ 58.29 | 32.80 |
| GROUP 24.....                                                    | \$ 58.41 | 32.80 |
| GROUP 25.....                                                    | \$ 58.58 | 32.80 |
| OPERATOR: Power Equipment<br>(Cranes, Piledriving &<br>Hoisting) |          |       |
| GROUP 1.....                                                     | \$ 55.25 | 32.80 |
| GROUP 2.....                                                     | \$ 56.03 | 32.80 |
| GROUP 3.....                                                     | \$ 56.32 | 32.80 |
| GROUP 4.....                                                     | \$ 56.46 | 32.80 |
| GROUP 5.....                                                     | \$ 56.68 | 32.80 |
| GROUP 6.....                                                     | \$ 56.79 | 32.80 |
| GROUP 7.....                                                     | \$ 56.91 | 32.80 |
| GROUP 8.....                                                     | \$ 57.08 | 32.80 |
| GROUP 9.....                                                     | \$ 57.25 | 32.80 |
| GROUP 10.....                                                    | \$ 58.25 | 32.80 |
| GROUP 11.....                                                    | \$ 59.25 | 32.80 |
| GROUP 12.....                                                    | \$ 60.25 | 32.80 |
| GROUP 13.....                                                    | \$ 61.25 | 32.80 |
| OPERATOR: Power Equipment<br>(Tunnel Work)                       |          |       |
| GROUP 1.....                                                     | \$ 55.75 | 32.80 |
| GROUP 2.....                                                     | \$ 56.53 | 32.80 |
| GROUP 3.....                                                     | \$ 56.82 | 32.80 |
| GROUP 4.....                                                     | \$ 56.96 | 32.80 |
| GROUP 5.....                                                     | \$ 57.18 | 32.80 |
| GROUP 6.....                                                     | \$ 57.29 | 32.80 |
| GROUP 7.....                                                     | \$ 57.41 | 32.80 |

#### PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons;

Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

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

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

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1

drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Spyder Excavator Operator, with all attachments

#### CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

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

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

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

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

(over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

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

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

#### TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

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

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m 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, as 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

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IRON0229-001 01/01/2025

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

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

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LABO0300-005 07/01/2024

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| Asbestos Removal Laborer..... | \$ 43.88 | 25.13   |

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.

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LABO0345-001 07/01/2024

|                  | Rates    | Fringes |
|------------------|----------|---------|
| LABORER (GUNITE) |          |         |
| GROUP 1.....     | \$ 53.48 | 22.77   |
| GROUP 2.....     | \$ 52.53 | 22.77   |
| GROUP 3.....     | \$ 48.99 | 22.77   |

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing 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

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LABO1184-001 07/01/2024

|                                                   | Rates    | Fringes |
|---------------------------------------------------|----------|---------|
| Laborers: (HORIZONTAL<br>DIRECTIONAL DRILLING)    |          |         |
| (1) Drilling Crew Laborer...                      | \$ 45.34 | 20.06   |
| (2) Vehicle Operator/Hauler.                      | \$ 45.51 | 20.06   |
| (3) Horizontal Directional<br>Drill Operator..... | \$ 47.36 | 20.06   |
| (4) Electronic Tracking<br>Locator.....           | \$ 49.36 | 20.06   |
| Laborers: (STRIPING/SLURRY<br>SEAL)               |          |         |
| GROUP 1.....                                      | \$ 46.65 | 23.17   |
| GROUP 2.....                                      | \$ 47.95 | 23.17   |
| GROUP 3.....                                      | \$ 49.96 | 23.17   |
| GROUP 4.....                                      | \$ 51.70 | 23.17   |

## 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

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\* LABO1184-002 07/01/2024

|                  | Rates    | Fringes |
|------------------|----------|---------|
| LABORER (TUNNEL) |          |         |
| GROUP 1.....     | \$ 50.73 | 24.70   |
| GROUP 2.....     | \$ 51.05 | 24.70   |
| GROUP 3.....     | \$ 51.51 | 24.70   |
| GROUP 4.....     | \$ 52.20 | 24.70   |
| LABORER          |          |         |
| GROUP 1.....     | \$ 43.88 | 25.15   |
| GROUP 2.....     | \$ 44.43 | 25.15   |
| GROUP 3.....     | \$ 44.98 | 25.15   |
| GROUP 4.....     | \$ 46.53 | 25.15   |
| GROUP 5.....     | \$ 46.88 | 25.15   |

#### LABORER CLASSIFICATIONS

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

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

(pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

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

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

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

## TUNNEL LABORER CLASSIFICATIONS

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

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

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

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

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LABO1184-004 07/01/2024

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

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LABO1414-003 08/07/2024

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| LABORER                      |          |         |
| PLASTER CLEAN-UP LABORER.... | \$ 43.57 | 25.17   |
| PLASTER TENDER.....          | \$ 46.12 | 25.17   |

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.

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PAIN0036-001 07/01/2023

|                                      | Rates | Fringes |
|--------------------------------------|-------|---------|
| Painters: (Including Lead Abatement) |       |         |

|                                              |          |       |
|----------------------------------------------|----------|-------|
| (1) Repaint (excludes San Diego County)..... | \$ 29.59 | 17.12 |
| (2) All Other Work.....                      | \$ 38.52 | 18.64 |

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

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PAIN0036-008 09/01/2024

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

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PAIN0036-013 10/01/2024

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

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PAIN0036-019 01/01/2025

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

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PLAS0200-004 08/03/2022

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

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

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PLAS0500-002 07/01/2023

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 44.00 | 27.11   |

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PLUM0016-008 09/01/2024

|                                                                                                                                                  | Rates    | Fringes |
|--------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| PLUMBER/PIPEFITTER                                                                                                                               |          |         |
| Seeley Naval Air Station....                                                                                                                     | \$ 67.68 | 26.51   |
| Work ONLY on new additions and remodeling of bars, restaurants, stores and commercial buildings, not to exceed 5,000 sq. ft. of floor space..... | \$ 53.51 | 25.28   |
| Work ONLY on strip malls, light commercial, tenant                                                                                               |          |         |

|                                                                                                                                                                                                                                                                              |          |         |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| improvement and remodel<br>work.....                                                                                                                                                                                                                                         | \$ 44.24 | 23.96   |
| All other work except work<br>on new additions and<br>remodeling of bars,<br>restaurant, stores and<br>commercial buildings not<br>to exceed 5,000 sq. ft. of<br>floor space and work on<br>strip malls, light<br>commercial, tenant<br>improvement and remodel<br>work..... | \$ 59.48 | 26.61   |
| -----                                                                                                                                                                                                                                                                        |          |         |
| PLUM0345-001 09/01/2023                                                                                                                                                                                                                                                      |          |         |
|                                                                                                                                                                                                                                                                              | Rates    | Fringes |
| PLUMBER                                                                                                                                                                                                                                                                      |          |         |
| Landscape/Irrigation Fitter..                                                                                                                                                                                                                                                | \$ 40.20 | 25.90   |
| Sewer & Storm Drain Work....                                                                                                                                                                                                                                                 | \$ 44.29 | 23.28   |
| -----                                                                                                                                                                                                                                                                        |          |         |
| ROOF0045-001 07/01/2024                                                                                                                                                                                                                                                      |          |         |
|                                                                                                                                                                                                                                                                              | Rates    | Fringes |
| ROOFER.....                                                                                                                                                                                                                                                                  | \$ 42.80 | 12.64   |
| -----                                                                                                                                                                                                                                                                        |          |         |
| SFCA0669-002 01/01/2025                                                                                                                                                                                                                                                      |          |         |
|                                                                                                                                                                                                                                                                              | Rates    | Fringes |
| SPRINKLER FITTER.....                                                                                                                                                                                                                                                        | \$ 47.45 | 28.50   |
| -----                                                                                                                                                                                                                                                                        |          |         |
| SHEE0206-002 07/01/2023                                                                                                                                                                                                                                                      |          |         |
|                                                                                                                                                                                                                                                                              | Rates    | Fringes |
| Sheet Metal (TECHNICIAN).....                                                                                                                                                                                                                                                | \$ 36.21 | 10.24   |
| SHEET METAL WORKER.....                                                                                                                                                                                                                                                      | \$ 48.20 | 30.80   |
| SHEET METAL TECHNICIAN - SCOPE:                                                                                                                                                                                                                                              |          |         |
| LIGHT COMMERCIAL WORK: Any sheet metal, heating and air<br>conditioning work performed on a project where the total<br>construction cost, excluding land, is under \$1,000,000.                                                                                              |          |         |
| TENANT IMPROVEMENT WORK: Any work necessary to finish<br>interior spaces to conform to the occupants of commercial<br>buildings, after completion of the building shell                                                                                                      |          |         |
| -----                                                                                                                                                                                                                                                                        |          |         |
| TEAM0011-002 07/01/2024                                                                                                                                                                                                                                                      |          |         |
|                                                                                                                                                                                                                                                                              | Rates    | Fringes |
| TRUCK DRIVER                                                                                                                                                                                                                                                                 |          |         |
| GROUP 1.....                                                                                                                                                                                                                                                                 | \$ 39.59 | 34.34   |
| GROUP 2.....                                                                                                                                                                                                                                                                 | \$ 39.74 | 34.34   |



|               |          |       |
|---------------|----------|-------|
| GROUP 3.....  | \$ 39.87 | 34.34 |
| GROUP 4.....  | \$ 40.06 | 34.34 |
| GROUP 5.....  | \$ 40.09 | 34.34 |
| GROUP 6.....  | \$ 40.12 | 34.34 |
| GROUP 7.....  | \$ 40.37 | 34.34 |
| GROUP 8.....  | \$ 40.62 | 34.34 |
| GROUP 9.....  | \$ 40.82 | 34.34 |
| GROUP 10..... | \$ 41.12 | 34.34 |
| GROUP 11..... | \$ 41.62 | 34.34 |
| GROUP 12..... | \$ 42.05 | 34.34 |

#### 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

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

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

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

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA?", or "SC?" denotes that a union rate was prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

#### Union Average Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were

adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007  
01/03/2024. SA reflects that the rates are state adopted. ME  
refers to the State of Maine. 2023 is the year during which the  
state completed the survey on which the listed classifications  
and rates are based. The next number, 007 in the example, is an  
internal number used in producing the wage determination.  
The date, 01/03/2024 in the example, reflects the date on which  
the classifications and rates under the ?SA? identifier took  
effect under state law in the state from which the rates were  
adopted.

-----  
WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

Wage and Hour Administrator  
U.S. Department of Labor

200 Constitution Avenue, N.W.  
Washington, DC 20210

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

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

=====

END OF GENERAL DECISION"

**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 (SOUTH SIDE) FROM HIGHWAY 111 TO MEMPHIS AVE. ISIS AVE.**  
**FROM MAIN ST. TO THIRD ST.; FEDERAL AID PROJECT NO. CML-5958 (125); COUNTY PROJECT NO.**  
**6957**

NAME OF BIDDER \_\_\_\_\_

BUSINESS P.O. BOX \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

BUSINESS STREET ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_ *(Please include even if P.O. Box used)*

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 2024 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 November 4, 2025 and are entitled:

**COUNTY OF IMPERIAL**  
**DEPARTMENT OF PUBLIC WORKS**

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

**MAIN STREET IMPROVEMENTS (SOUTH SIDE) FROM HIGHWAY 111 TO MEMPHIS AVE. ISIS AVE. FROM MAIN ST. TO THIRD ST.; FEDERAL AID PROJECT NO. CML-5958 (125); COUNTY PROJECT NO. 6957**

The project plans for the work to be done were approved: June 27, 2025 and are entitled:

**MAIN STREET IMPROVEMENTS (SOUTH SIDE) FROM HIGHWAY 111 TO MEMPHIS AVE. ISIS AVE. FROM MAIN ST. TO THIRD ST.; FEDERAL AID PROJECT NO. CML-5958 (125); COUNTY PROJECT NO. 6957**

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 contractf 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                  | 65,000.00  |       |
| 2        | Construction Area Signs and Traffic Control                                                                                                                                                             | LS   | 1                  | 35,000.00  |       |
| 3        | Sawcut Existing A.C. Pavement and P.C.C. Concrete                                                                                                                                                       | LF   | 4000               | 3.50       |       |
| 4        | Cold Plane Existing AC Pavement                                                                                                                                                                         | SF   | 7,740              | 2.75       |       |
| 5        | Roadway Excavation, Remove and Dispose Existing Shoulder Material, Existing Concrete, Buried Asphalt Concrete Pavement, Existing AC Dike, PCC Curb and Underlying Material to Subbase Design Elevation. | CY   | 4,960              | 45.00      |       |
| 6        | Remove and Replace Existing Traffic Signs with New Traffic Signs.                                                                                                                                       | EA   | 7                  | 1,200.00   |       |
| 7        | Furnish and Install Class II Aggregate Base (78,000 S.F.)                                                                                                                                               | CY   | 3,500              | 55.00      |       |
| 8        | Asphalt Concrete Type A (78,000 S.F.)                                                                                                                                                                   | TON  | 2,000              | 165.00     |       |
| 9        | Furnish and Install Tensar Interax Geogrid                                                                                                                                                              | SY   | 8,670              | 14.00      |       |
| 10       | Remove and Replace Existing Chain Link Fence.                                                                                                                                                           | LF   | 25                 | 150.00     |       |
| 11       | P.C.C. Curb and Gutter                                                                                                                                                                                  | LF   | 3,150              | 45.00      |       |
| 12       | P.C.C. Sidewalk                                                                                                                                                                                         | SF   | 9,600              | 11.50      |       |
| 13       | P.C.C. Driveway                                                                                                                                                                                         | SF   | 8,600              | 13.50      |       |
| 14       | P.C.C. ADA Curb Return                                                                                                                                                                                  | EA   | 11                 | 3,400.00   |       |
| 15       | P.C.C. Cross Gutter                                                                                                                                                                                     | SF   | 380                | 20.00      |       |
| 16       | P.C.C. Modified ADA Curb Return, Include Demolition of Existing Concrete.                                                                                                                               | EA   | 1                  | 4,350.00   |       |
| 17       | P.C.C. Spandrel                                                                                                                                                                                         | SF   | 2,420              | 20.00      |       |
| 18       | Place Native Material Behind New Sidewalk. Contractor Shall Use Material Removed Onsite.                                                                                                                | LS   | 1                  | 16,000.00  |       |
| 19       | Adjust Existing Water Valve Cans                                                                                                                                                                        | EA   | 6                  | 850.00     |       |
| 20       | Thermoplastic Striping                                                                                                                                                                                  | LS   | 1                  | 45,500.00  |       |
| 21       | Monument Preservation                                                                                                                                                                                   | LS   | 1                  | 5,500.00   |       |
| 22       | Erosion and Dust Control                                                                                                                                                                                | LS   | 1                  | 19,000.00  |       |
| 23       | Survey Construction Staking                                                                                                                                                                             | LS   | 1                  | 33,500.00  |       |

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.*

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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

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*(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.

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## **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 or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

NOTE: THE BIDDER MUST PLACE A 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.

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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.

---

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

COMPLET THIS FORM TO DISCLOSE LOBBYING ACTIVITIES FOR SENATE TITLE 31, U.S.C. 1352

**1. Type of Federal Action:**

☐ a. contract  
b. grant  
c. cooperative agreement  
d. loan  
e. loan guarantee  
f. loan insurance

**2. Status of Federal Action:**

☐ a. bid/offer/application  
b. initial award  
c. post-award

**3. Report Type:**

☐ a. initial  
b. material change

**For Material Change Only:**

year \_\_\_\_\_ quarter \_\_\_\_\_  
date of last report \_\_\_\_\_

**4. Name and Address of Reporting Entity**

☐ Prime ☐ Subawardee  
Tier \_\_\_\_\_, if known

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

Congressional District, if known

Congressional District, if known

**6. Federal Department/Agency:**

**7. Federal Program Name/Description:**

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

CFDA Number, if applicable \_\_\_\_\_  
**9. Award Amount, if known:**

**10. a. Name and Address of Lobby Entity**  
(If individual, last name, first name, MI)

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

(attach Continuation Sheet(s) if necessary)

**11. Amount of Payment (check all that apply)**

\$ \_\_\_\_\_ ☐ actual ☐ planned

**13. Type of Payment (check all that apply)**

☐ a. retainer  
☐ b. one-time fee  
☐ c. commission  
☐ d. contingent fee  
☐ e. deferred  
☐ f. other, specify \_\_\_\_\_

**12. Form of Payment (check all that apply):**

☐ a. cash  
☐ b. in-kind; specify: nature \_\_\_\_\_  
value \_\_\_\_\_

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

(attach Continuation Sheet(s) if necessary)

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

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

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

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

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

Telephone No.: \_\_\_\_\_ Date: \_\_\_\_\_

**Federal Use Only:**

Authorized for Local Reproduction  
Standard Form - LLL

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«ENDIF»

**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).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER:

| Subcontractor Name & Location | Line Item & Description | Subcontract Amount | Percentage of Bid Item Subcontracted | Contractor License Number | DBE (Y/N) | DBE Cert Number | Annual Gross Receipts |
|-------------------------------|-------------------------|--------------------|--------------------------------------|---------------------------|-----------|-----------------|-----------------------|
|                               |                         |                    |                                      | DIR Reg Number            |           |                 |                       |
| NAME                          |                         |                    |                                      |                           |           |                 | < \$1 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$6 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$10 million        |
| City, State                   |                         |                    |                                      |                           |           |                 | < \$15 million        |
|                               |                         |                    |                                      |                           |           |                 | Age of Firm in years  |
| NAME                          |                         |                    |                                      |                           |           |                 | < \$1 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$6 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$10 million        |
| City, State                   |                         |                    |                                      |                           |           |                 | < \$15 million        |
|                               |                         |                    |                                      |                           |           |                 | Age of Firm in years  |
| NAME                          |                         |                    |                                      |                           |           |                 | < \$1 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$6 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$10 million        |
| City, State                   |                         |                    |                                      |                           |           |                 | < \$15 million        |
|                               |                         |                    |                                      |                           |           |                 | Age of Firm in years  |
| NAME                          |                         |                    |                                      |                           |           |                 | < \$1 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$6 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$10 million        |
| City, State                   |                         |                    |                                      |                           |           |                 | < \$15 million        |
|                               |                         |                    |                                      |                           |           |                 | Age of Firm in years  |
| NAME                          |                         |                    |                                      |                           |           |                 | < \$1 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$6 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$10 million        |
| City, State                   |                         |                    |                                      |                           |           |                 | < \$15 million        |
|                               |                         |                    |                                      |                           |           |                 | Age of Firm in years  |
| NAME                          |                         |                    |                                      |                           |           |                 | < \$1 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$6 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$10 million        |
| City, State                   |                         |                    |                                      |                           |           |                 | < \$15 million        |
|                               |                         |                    |                                      |                           |           |                 | Age of Firm in years  |
| NAME                          |                         |                    |                                      |                           |           |                 | < \$1 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$6 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$10 million        |
| City, State                   |                         |                    |                                      |                           |           |                 | < \$15 million        |
|                               |                         |                    |                                      |                           |           |                 | Age of Firm in years  |
| NAME                          |                         |                    |                                      |                           |           |                 | < \$1 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$6 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$10 million        |
| City, State                   |                         |                    |                                      |                           |           |                 | < \$15 million        |
|                               |                         |                    |                                      |                           |           |                 | Age of Firm in years  |
| NAME                          |                         |                    |                                      |                           |           |                 | < \$1 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$6 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$10 million        |
| City, State                   |                         |                    |                                      |                           |           |                 | < \$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            |           |                 |                       |
| NAME                          |                         |                    |                                      |                           |           |                 | < \$1 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$6 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$10 million        |
| City, State                   |                         |                    |                                      |                           |           |                 | < \$15 million        |
|                               |                         |                    |                                      |                           |           |                 | Age of Firm in years  |
| NAME                          |                         |                    |                                      |                           |           |                 | < \$1 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$6 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$10 million        |
| City, State                   |                         |                    |                                      |                           |           |                 | < \$15 million        |
|                               |                         |                    |                                      |                           |           |                 | Age of Firm in years  |
| NAME                          |                         |                    |                                      |                           |           |                 | < \$1 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$6 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$10 million        |
| City, State                   |                         |                    |                                      |                           |           |                 | < \$15 million        |
|                               |                         |                    |                                      |                           |           |                 | Age of Firm in years  |
| NAME                          |                         |                    |                                      |                           |           |                 | < \$1 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$6 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$10 million        |
| City, State                   |                         |                    |                                      |                           |           |                 | < \$15 million        |
|                               |                         |                    |                                      |                           |           |                 | Age of Firm in years  |
| NAME                          |                         |                    |                                      |                           |           |                 | < \$1 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$6 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$10 million        |
| City, State                   |                         |                    |                                      |                           |           |                 | < \$15 million        |
|                               |                         |                    |                                      |                           |           |                 | Age of Firm in years  |
| NAME                          |                         |                    |                                      |                           |           |                 | < \$1 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$6 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$10 million        |
| City, State                   |                         |                    |                                      |                           |           |                 | < \$15 million        |
|                               |                         |                    |                                      |                           |           |                 | Age of Firm in years  |
| NAME                          |                         |                    |                                      |                           |           |                 | < \$1 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$6 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$10 million        |
| City, State                   |                         |                    |                                      |                           |           |                 | < \$15 million        |
|                               |                         |                    |                                      |                           |           |                 | Age of Firm in years  |
| NAME                          |                         |                    |                                      |                           |           |                 | < \$1 million         |
|                               |                         |                    |                                      |                           |           |                 | < \$6 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<br>(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: _____<br>22. Federal-Aid Project Number: _____<br>23. Bid Opening Date: _____<br>24. Contract Award Date: _____<br>25. Award Amount: _____                                                                                                                                 |                                                         |                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | %                     |
| Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.<br><br>26. Local Agency Representative's Signature _____ 27. Date _____<br>28. Local Agency Representative's Name _____ 29. Phone _____<br>30. Local Agency Representative's Title _____ |                                                         |                              | 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.<br><br>16. Preparer's Signature _____ 17. Date _____<br>18. Preparer's Name _____ 19. Phone _____<br>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 \_\_\_\_\_% 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:

FEDERAL PROJECT NUMBER

NAME OF DBE BUSINESS

NAME OF DBE REPRESENTATIVE

DBE CERTIFICATION NUMBER

NAME OF BIDDER

NAME OF PRIME CONTRACTOR IF DIFFERENT FROM THE BIDDER

NAME OF REPRESENTATIVE OF PRIME CONTRACTOR

DATE \_\_\_\_\_

Date \_\_\_\_\_

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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<br>Name and Location | California<br>Contractor License<br>Number | Description of Portion of Work | Bid Items<br>Numbers | Percentage of<br>Bid Item<br>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<br>(Including Contractual Liability):     |                                                     |
| Bodily Injury                                                             | \$1 million per occurrence<br>\$5 million aggregate |
| Property Damage                                                           | \$1 million per occurrence<br>\$5 million aggregate |
| Comprehensive Automobile Liability<br>(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

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

4 **4.2. Trenching Requirements – Project in Excess of Twenty-Five Thousand Dollars (\$25,000)**  
5 **and Five Feet (5') Below the Surface.** For projects involving both an estimated expenditure  
6 in excess of twenty-five thousand dollars (\$25,000) and the excavation of any trench five  
7 feet (5') or more in depth, CONTRACTOR shall submit a detailed plan showing the  
8 design of shoring, bracing, sloping or other provisions to be made for worker protection  
9 from the hazard of caving ground during the excavation of such trench. The plan must  
10 be accepted by COUNTY (or by a registered civil or structural engineer, employed by  
11 COUNTY, to whom authority to accept has been delegated) in advance of excavation. If  
12 such plan varies from the shoring system standards, the plan shall be prepared by a  
13 registered civil or structural engineer. Nothing in this Paragraph shall allow  
14 CONTRACTOR to use a shoring, sloping, or protective system less effective than that  
15 required by California Construction Safety Orders. Further, nothing in this Paragraph  
16 shall be construed to impose tort liability on COUNTY or any of its employees.

17 **4.3. Utilities Relocation.** In the event that CONTRACTOR, in the scope of work, encounters  
18 utilities not shown on COUNTY'S plans, COUNTY shall compensate CONTRACTOR  
19 for utilities relocation work. COUNTY shall also waive liquidated damages for any delay  
20 that occurs as a result of said encounter and/or relocation of utilities.

21 **5. CHANGE ORDERS.**

22 **5.1. Change Orders.** CONTRACTOR shall make no changes to the Work to be performed  
23 pursuant to this Agreement, including but not limited to additions, deletions, modifications  
24 or substitutions, nor shall CONTRACTOR perform any extra work (collectively, "Change  
25 Order Work") without the prior written consent of COUNTY. If CONTRACTOR  
26 encounters conditions it considers different from those described in **Exhibit "A"** to this  
27 Agreement, CONTRACTOR may request a change order in conformance with COUNTY's  
28 standard procedure ("Change Order"). If COUNTY approves the request, CONTRACTOR

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

**5.1.1.** Any and all supporting documents and drawings depicting the source and location of the desired change, and explain in detail the field conditions and reasons for the requested change;

**5.1.2.** Any change or adjustment to the compensation set forth in this Agreement as a result of changes in the Work based on a lump sum or time and material basis, as may be directed by COUNTY; and

**5.1.3.** Any request for adjustments to time for completion of the Project.

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

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

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

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

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

**6. REPRESENTATIONS BY CONTRACTOR.**

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

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

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

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

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 statutes, 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 (15<sup>th</sup>) 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

1 out of CONTRACTOR's work;

2 **11.2.5.** Any violation or infraction by CONTRACTOR of any law, order, citation, rule,  
3 regulation, standard, ordinance or statute in any way relating to the occupational  
4 health or safety of employees; and

5 **11.2.6.** Any breach by CONTRACTOR of the terms, requirements or covenants of this  
6 Agreement.

7 **11.3.** The indemnification provisions of this Agreement shall extend to Claims occurring after  
8 this Agreement is terminated, as well as while it is in force.

9 **12. INDEPENDENT CONTRACTOR**

10 **12.1.** In all situations and circumstances arising out of the terms and conditions of this  
11 Agreement, CONTRACTOR is an independent contractor, and as an independent  
12 contractor, the following shall apply:

13 **12.2.** CONTRACTOR is not an employee or agent of COUNTY and is only responsible for the  
14 requirements and results specified by this Agreement.

15 **12.3.** CONTRACTOR shall be responsible to COUNTY only for the requirements and results  
16 specified by this Agreement and except as specifically provided in this Agreement, shall  
17 not be subject to COUNTY's control with respect to the physical actions or activities of  
18 CONTRACTOR in fulfillment of the requirements of this Agreement.

19 **12.4.** CONTRACTOR is not, and shall not be, entitled to receive from, or through, COUNTY,  
20 and COUNTY shall not provide, or be obligated to provide, CONTRACTOR with  
21 Worker's Compensation coverage or any other type of employment or worker insurance  
22 or benefit coverage required or provided by any Federal, State or local law or regulation  
23 for, or normally afforded to, an employee of COUNTY.

24 **12.5.** CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY  
25 shall not withhold or pay, on behalf of CONTRACTOR, any tax or money relating to the  
26 Social Security Old Age Pension Program, Social Security Disability Program, or any  
27 other type of pension, annuity, or disability program required or provided by any Federal,  
28 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'

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

3 **13.2.4.** State that it is primary insurance and regards COUNTY as an additional insured  
4 and contains a cross-liability or severability of interest clause.

5 **13.2.5.** Not be canceled, non-renewed or reduced in scope of coverage until after thirty  
6 (30) days written notice has been given to COUNTY. However, CONTRACTOR  
7 may not terminate such coverage until it provides COUNTY with proof that equal  
8 or better insurance has been secured and is in place. Cancellation or change  
9 without the prior written consent of COUNTY shall, at the option of COUNTY,  
10 be grounds for termination of this Agreement.

11 **13.2.6.** If this Agreement remains in effect more than one (1) year from the date of its  
12 original execution, COUNTY may, at its sole discretion, require an increase in the  
13 amount of liability insurance to the level then customary in similar COUNTY  
14 Agreements by giving sixty (60) days notice to CONTRACTOR.

15 **13.3.** Additional Insurance Requirements.

16 **13.3.1.** COUNTY is to be notified immediately of all insurance claims. COUNTY is also  
17 to be notified if any aggregate insurance limit is exceeded.

18 **13.3.2.** The comprehensive or commercial general liability shall contain a provision of  
19 endorsements stating that such insurance:

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

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



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

14.4. If CONTRACTOR has no employees, initial here: \_\_\_\_\_.

15. **WARRANTY.**

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

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

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

16. **DEFAULT AND REMEDIES.**

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

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

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

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



Labor Code; or

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

**19.5. Prevailing Wage Rates and Payroll Records.**

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

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

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

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

24 **19.6. Work Day and Work Week Requirements.** CONTRACTOR agrees to comply with  
25 §§1810 through 1815 of the California Labor Code and, when applicable, sections 103  
26 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§3700 et seq.,  
27 as supplemented by the Department of Labor regulations, which provide that  
28 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When applicable, CONTRACTOR agrees to comply with the Copeland Act (18 USC §874 and 40 USC §276c; 29 C.F.R. Part 3) which precludes CONTRACTOR and its subcontractors from in any way inducing an employee to give up any part of the compensation to which 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

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

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

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

**30. FEDERAL EMPLOYMENT ELIGIBILITY VERIFICATION.**

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

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

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

**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,*

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

3                    (2)    *The contractor will, in all solicitations or advertisements for employees*  
4                    *placed by or on behalf of the contractor, state that all qualified applicants*  
5                    *will receive consideration for employment without regard to race, color,*  
6                    *religion, sex, or national origin.*

7                    (3)    *The contractor will send to each labor union or representative of workers*  
8                    *with which he has a collective bargaining agreement or other contract or*  
9                    *understanding, a notice to be provided by the agency contracting officer,*  
10                   *advising the labor union or workers' representative of the contractor's*  
11                   *commitments under section 202 of Executive Order 11246 of September 24,*  
12                   *1965, and shall post copies of the notice in conspicuous places available to*  
13                   *employees and applicants for employment.*

14                   (4)    *The contractor will comply with all provisions of Executive Order 11246 of*  
15                   *September 24, 1965, and of the rules, regulations, and relevant orders of*  
16                   *the Secretary of Labor.*

17                   (5)    *The contractor will furnish all information and reports required by*  
18                   *Executive Order 11246 of September 24, 1965, and by the rules,*  
19                   *regulations, and orders of the Secretary of Labor, or pursuant thereto, and*  
20                   *will permit access to his books, records, and accounts by the contracting*  
21                   *agency and the Secretary of Labor for purposes of investigation to ascertain*  
22                   *compliance with such rules, regulations, and orders.*

23                   (6)    *In the event of the contractor's non-compliance with the nondiscrimination*  
24                   *clauses of this contract or with any of such rules, regulations, or orders,*  
25                   *this contract may be canceled, terminated or suspended in whole or in part*  
26                   *and the contractor may be declared ineligible for further Government*  
27                   *contracts in accordance with procedures authorized in Executive Order*  
28                   *11246 of September 24, 1965, and such other sanctions may be imposed*

1 *and remedies invoked as provided in Executive Order 11246 of September*  
2 *24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as*  
3 *otherwise provided by law.*

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

16 **32.2.** CONTRACTOR further agrees that it will be bound by the above equal opportunity  
17 clause with respect to its own employment practices when it participates in federally-  
18 assisted construction work; provided that if CONTRACTOR so participating is a State or  
19 local government, the above equal opportunity clause is not applicable to any agency,  
20 instrumentality, or subdivision of such government which does not participate in work on  
21 or under the Agreement.

22 **32.3.** CONTRACTOR agrees that it will assist and cooperate actively with the administering  
23 agency and the Secretary of Labor in obtaining the compliance of Contractors and  
24 subcontractors with the equal opportunity clause and the rules, regulations, and relevant  
25 orders of the Secretary of Labor, that it will furnish the Department and HUD and the  
26 Secretary of Labor such information as they may require for the supervision of such  
27 compliance, and that it will otherwise assist the administering agency in the discharge of  
28 the agency’s primary responsibility for securing compliance.

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

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

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

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

1 **34. NON-COLLUSION.**

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

4 **35. NOTICES AND REPORTS.**

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

7 COUNTY

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

CONTRACTOR

«Consultant\_Business\_Name»  
«Consultant\_Street\_Address»  
«Consultant\_City\_State»

12 with copies to:

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

17 and:

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

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

28 **36. ENTIRE AGREEMENT.**

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

**37. ASSIGNMENT.**

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

**38. MODIFICATION.**

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

**39. CAPTIONS.**

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

**40. PARTIAL INVALIDITY.**

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

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

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

**42. WAIVER.**

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

**43. CHOICE OF LAW.**

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

Agreement for execution by said Parties.

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

**48. APPENDIX E OF THE TITLE VI ASSURANCES.**

During the performance of this contract, the CONTRACTOR, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

48.1. Pertinent Nondiscrimination Authorities:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq. 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects);
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex);
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (f) Airport and Airway Improvement Act of 1982, 949 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by



1 expanding the definition of the terms “programs or activities” to include all the  
2 programs or activities of the Federal-aid recipients, subrecipients and contractors,  
3 whether such programs or activities are Federally funded or not);

4 (h) Titles II and III of the Americans with Disabilities Act, which prohibit  
5 discrimination on the basis of disability in the operation of public entities, public  
6 and private transportation systems, places of public accommodation, and certain  
7 testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of  
8 Transportation regulations at 49 C.F.R. parts 37 and 38;

9 (i) The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. §  
10 47123) (prohibits discrimination on the basis of race, color, national origin, and  
11 sex);

12 (j) Executive Order 12898, Federal Actions to Address Environmental Justice in  
13 Minority Populations and Low-Income Populations, which ensures discrimination  
14 against minority populations by discouraging programs, policies, and activities  
15 with disproportionately high and adverse human health or environmental effects  
16 on minority and low-income populations;

17 (k) Executive Order 13166, Improving Access to Services for persons with Limited  
18 English Proficiency, and resulting agency guidance, national origin  
19 discrimination includes discrimination because of limited English proficiency  
20 (LEP). To ensure compliance with Title VI, you must take reasonable steps to  
21 ensure that LEP persons have meaningful access to your programs (70 Fed. Reg.  
22 at 74087 to 74100);

23 (l) Title IX of the Education Amendment of 1972, as amended, which prohibits you  
24 from discriminating because of sex in education programs or activities (20 U.S.C.  
25 1681 et seq).

**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**

[illegible]

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, 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 (OBE) or the date of the Certification Certificate mailed out by OBE.
- 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**

[illegible]

**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.

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**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 (SOUTH SIDE) FROM HIGHWAY 111 TO MEMPHIS AVE. ISIS AVE. FROM MAIN ST. TO THIRD ST. IN NILAND; FEDERAL AID PROJECT NO. CML-5958 (125); COUNTY PROJECT NO. 6957**

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 (SOUTH SIDE) FROM HIGHWAY 111 TO MEMPHIS AVE. ISIS AVE. FROM MAIN ST. TO THIRD ST.; FEDERAL AID PROJECT NO. CML-5958 (125); COUNTY PROJECT NO. 6957**

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**

## **AIR POLLUTION CONTROL DISTRICT PERMIT REQUIREMENTS**



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)

**ENCROACHMENT PERMIT**

TR-0120 (REV 12/2022)

|                                                                      |  |                                           |                                |
|----------------------------------------------------------------------|--|-------------------------------------------|--------------------------------|
| In compliance with your application of <u>February 7, 2023</u>       |  | Permit No.<br>11-23-N-TK-0105             |                                |
| Reference Documents:                                                 |  | Dist/Co/Rte/PM<br>11/IMP/111/PM 40.48     |                                |
| <input type="checkbox"/> Utility Notice No. _____ of _____           |  | Permit Approval Date<br>February 17, 2023 |                                |
| <input type="checkbox"/> Agreement No. _____ of _____                |  | Performance Bond Amount (1)<br>\$0        | Payment Bond Amount (2)<br>\$0 |
| <input type="checkbox"/> R/W Contract No. _____ of _____             |  | Bond Company<br>N/A                       |                                |
| <input type="checkbox"/> Project code (ID): _____ CFC #: _____       |  | Bond Number (1)<br>\$ N/A                 | Bond Number (2)<br>\$ N/A      |
| <input checked="" type="checkbox"/> Utility Work Order #: <u>N/A</u> |  |                                           |                                |

TO: County of Imperial  
Attn: John Gay  
155 S. 11th Street  
El Centro, CA 92243  
(442)265-1858

, PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:

enter upon State Highway right of way in Imperial County, Community of Niland, on Route 111, post mile 40.48, to place temporary traffic control to facilitate paving operations outside of the State's highway right-of-way, as shown on the attached plans, in accordance with the requirements and conditions contained herein and as further directed or approved by the Department Engineer, Daniel Hernandez Duarte, telephone number (760) 355-8666, or e-mail at Daniel.Hernandez.Duarte@dot.ca.gov.

The Department Engineer shall be notified seven days prior to starting work and prior to requesting a lane closure or an activity that may cause a traffic impact.

Add to the end of Standard Specifications 2022, Section 12-4.02C(3) Closure Requirements and Charts. Add closure chart no. 1.

A pre-construction meeting with the Department Engineer is required prior to start of any work under this permit.

(CONTINUED)

**THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.**

The following attachments are also included as part of this permit (check applicable):

- ☒ YES ☐ NO General Provisions  
☐ YES ☒ NO Utility Maintenance Provisions  
☐ YES ☒ NO Storm Water Special Provisions  
☒ YES ☐ NO Special Provisions  
☐ YES ☒ NO A Cal-OSHA Permit, if required: Permit No. \_\_\_\_\_  
☐ YES ☒ NO As-Built Plans Submittal Route Slip for Locally Advertised Projects  
☐ YES ☒ NO Storm Water Pollution Protection Plan

In addition to fee, the permittee will be billed actual costs for:

- ☐ YES ☒ NO Review  
☐ YES ☒ NO Inspection  
☒ YES Field Work  
 (if any Caltrans effort expended)

☒ YES ☐ NO The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is completed before September 30, 2023

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

No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

|                                                                                       |                                                                                                                                       |
|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| CC:<br>#1: Daniel Hernandez Duarte<br>#2: ALBERT HERRERA<br>#3: Marianne Spong<br>#4: | APPROVED:<br>Gustavo Dallarda<br>_____, District Director<br>BY:<br>Dung Tran <i>Dung Tran</i><br>_____, for District Permit Engineer |
|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|

**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.

**COUNTY OF IMPERIAL**  
**11-23-NTK-0105**  
**PAGE TWO**

The Permittee and Permittee's Contractor acknowledge and ensure that the document listed below is submitted to the Department Field Engineer, reviewed by, and accepted by the Department prior to the preconstruction meeting and prior to scheduling authorized work/activities:

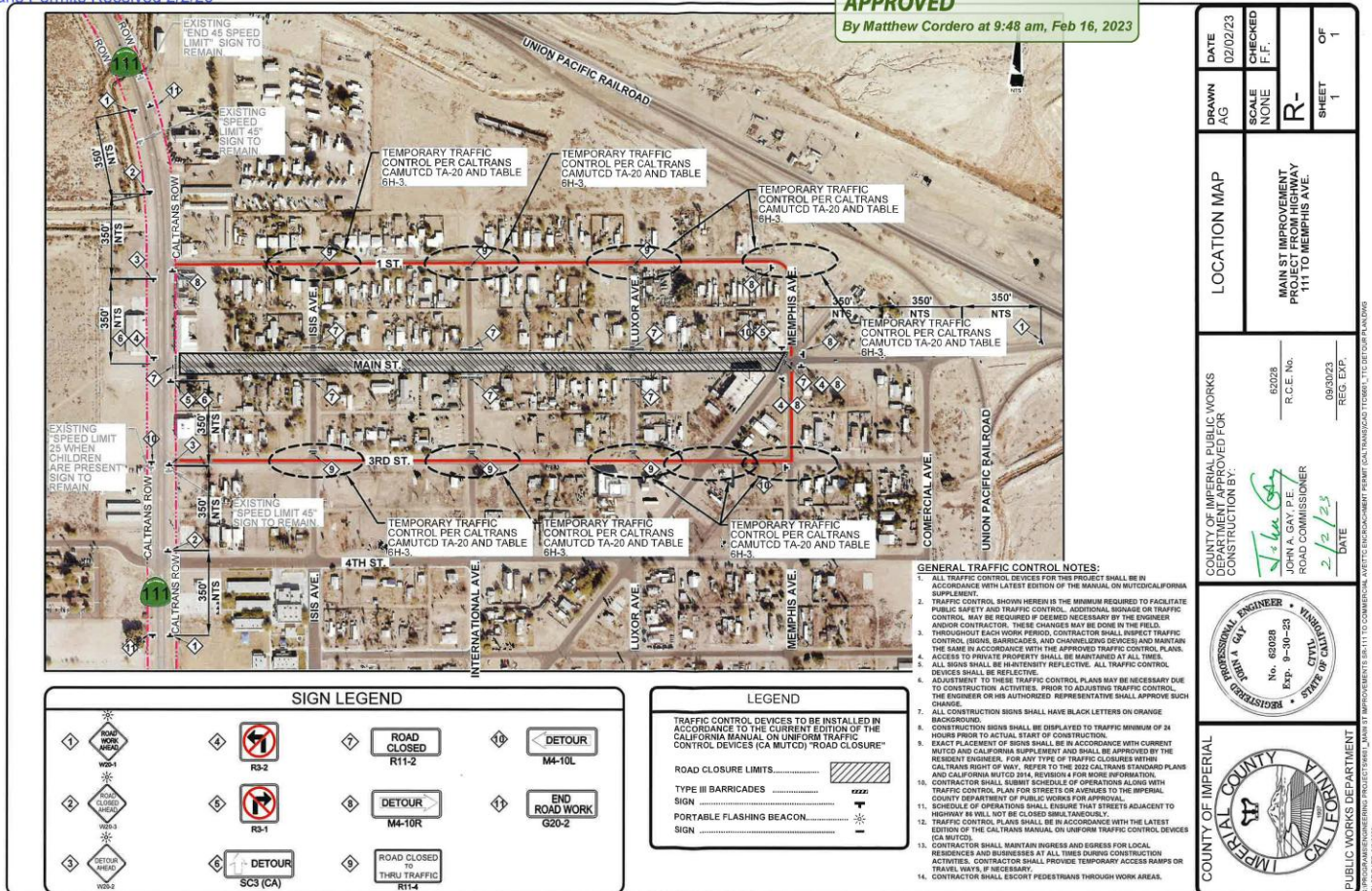
- Contractor Authorization Form TR-0429

| Chart No. 1<br>Conventional Highway Lane Requirements                                                                                                                                                                                                                                           |    |   |   |   |   |                                |   |   |   |   |    |    |    |    |    |           |    |    |    |    |    |    |    |    |    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|---|---|---|---|--------------------------------|---|---|---|---|----|----|----|----|----|-----------|----|----|----|----|----|----|----|----|----|
| County: IMP                                                                                                                                                                                                                                                                                     |    |   |   |   |   | Route/Direction: 111 / NB - SB |   |   |   |   |    |    |    |    |    | PM: 40.48 |    |    |    |    |    |    |    |    |    |
| Closure Limits: At Main Street                                                                                                                                                                                                                                                                  |    |   |   |   |   |                                |   |   |   |   |    |    |    |    |    |           |    |    |    |    |    |    |    |    |    |
| FROM HOUR TO HOUR                                                                                                                                                                                                                                                                               | 24 | 1 | 2 | 3 | 4 | 5                              | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15        | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| Mondays through Thursdays                                                                                                                                                                                                                                                                       |    |   |   |   |   |                                |   |   | X | X | X  | X  | X  | X  | X  | X         |    |    |    |    |    |    |    |    |    |
| Fridays                                                                                                                                                                                                                                                                                         |    |   |   |   |   |                                |   |   | X | X | X  | X  | X  | X  | X  | X         |    |    |    |    |    |    |    |    |    |
| Saturdays                                                                                                                                                                                                                                                                                       |    |   |   |   |   |                                |   |   |   |   |    |    |    |    |    |           |    |    |    |    |    |    |    |    |    |
| Sundays                                                                                                                                                                                                                                                                                         |    |   |   |   |   |                                |   |   |   |   |    |    |    |    |    |           |    |    |    |    |    |    |    |    |    |
| <p>Legend:</p> <p><input type="checkbox"/> (Reversing Control)</p> <p><input checked="" type="checkbox"/> <b>Close the access from NB-SB 111 to Main Street.</b></p> <p><input type="checkbox"/> Work permitted within project right of way where shoulder or lane closure is not required.</p> |    |   |   |   |   |                                |   |   |   |   |    |    |    |    |    |           |    |    |    |    |    |    |    |    |    |
| <p>REMARKS:</p> <p><b>Use MUTCD Figure 6H-20 for detours of the fully closed street above at NB-SB 111.</b></p>                                                                                                                                                                                 |    |   |   |   |   |                                |   |   |   |   |    |    |    |    |    |           |    |    |    |    |    |    |    |    |    |

Permit # 0105-(11-23-NTK)-SPSALEM-02-15-2023



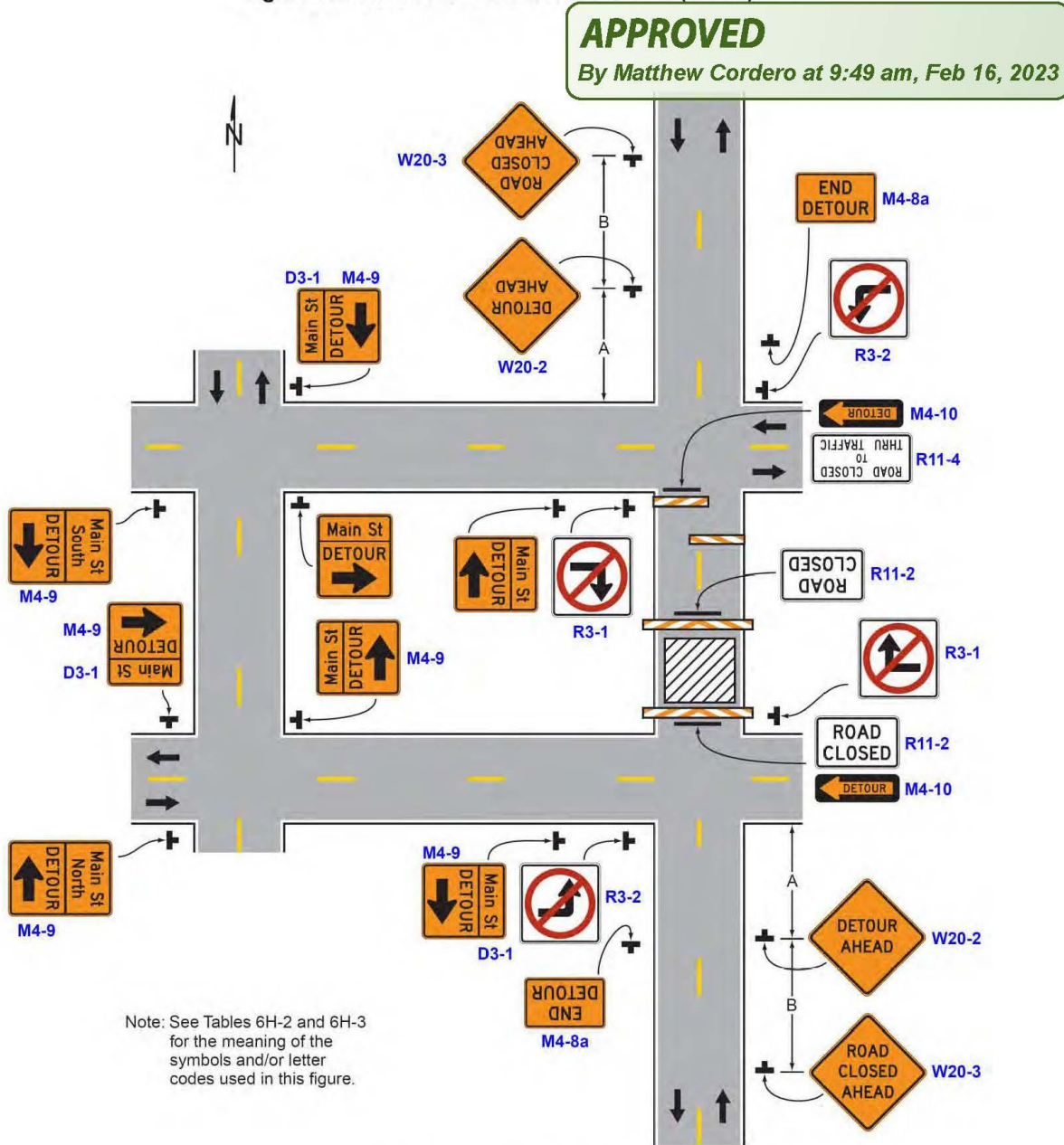
**APPROVED**  
By Matthew Cordero at 9:48 am, Feb 16, 2023



|                                                                                  |                                       |                                                              |         |
|----------------------------------------------------------------------------------|---------------------------------------|--------------------------------------------------------------|---------|
| DATE<br>02/02/23                                                                 | DRAWN<br>AG                           | CHECKED<br>T.P.                                              | OF<br>1 |
| SCALE<br>NONE                                                                    | LOCATION MAP                          | MAIN ST IMPROVEMENT PROJECT FROM HIGHWAY 111 TO MEMPHIS AVE. |         |
| COUNTY OF IMPERIAL PUBLIC WORKS<br>CONSTRUCTION DIV.                             | 65026<br>R.C.E. No.                   | DATE<br>2/2/23                                               |         |
| REGISTERED PROFESSIONAL ENGINEER<br>No. 65026<br>Exp. 9-30-23<br>STATE OF CALIF. | JOHN A. GAY P.E.<br>ROAD COMMISSIONER |                                                              |         |
| COUNTY OF IMPERIAL                                                               | PUBLIC WORKS DEPARTMENT               |                                                              |         |



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 <del>(low speed)</del> - 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 <del>(high speed)</del> - 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

**APPROVED**

By Matthew Cordero at 9:49 am, Feb 16, 2023

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**NOTICE OF COMPLETION**  
TR-0128 (REV. 6/01) CT #7541-5529-1

**11-23-NTK-0105**

PERMIT NO.  
**11-IMP-111/40.48**

Dear Sir or Madam:

*All work authorized by the above-numbered permit was  
completed on*

DATE

SIGNATURE OF PERMITTEE

FM 92 1546 M

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**NOTICE OF COMPLETION**  
TR-0128 (REV. 6/01) CT #7541-5529-1

PERMIT NO.

Dear Sir or Madam:

*All work authorized by the above-numbered permit was  
completed on*

DATE

SIGNATURE OF PERMITTEE

FM 92 1546 M

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**NOTICE OF COMPLETION**  
TR-0128 (REV. 6/01) CT #7541-5529-1

PERMIT NO.

Dear Sir or Madam:

*All work authorized by the above-numbered permit was  
completed on*

DATE

SIGNATURE OF PERMITTEE

FM 92 1546 M

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**NOTICE OF COMPLETION**  
TR-0128 (REV. 6/01) CT #7541-5529-1

PERMIT NO.

Dear Sir or Madam:

*All work authorized by the above-numbered permit was  
completed on*

DATE

SIGNATURE OF PERMITTEE

FM 92 1546 M

## **ENCROACHMENT PERMIT GENERAL PROVISIONS**

TR-0045 (REV. 12/2022)

1. **AUTHORITY:** The California Department of Transportation ("Department") has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
2. **REVOCATION:** Encroachment permits are revocable on five (5) business days' notice unless otherwise stated on the permit or otherwise provided by law, and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California ("State") highway right-of-way may be exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications, denial of encroachment permits, and revocation of the encroachment permit if already issued.
4. **PERMITTEE AUTHORIZATION FOR OTHERS TO PERFORM WORK:** This encroachment permit allows only the Permittee and/or Permittee's authorized contractor or agent to work within or encroach upon the State highway right-of-way, and the Permittee may not assign or transfer this encroachment permit. Any attempt to assign or transfer this encroachment permit shall be null and void. Permittee shall provide to the Department a list of Permittee's authorized contractors/agents, in the form and at the time specified by the Department but if no time is specified then no later than the pre-construction meeting. Permittee shall keep the list current and shall provide updates to the Department immediately upon any change to the list of authorized contractors/agents, including but not limited the addition, removal, or substitution of an authorized contractor/agent, or a new address or contact information for an existing authorized contractor/agent. Permittee is responsible for the acts and/or omissions of any person or entity acting on behalf of the Permittee, even if such person or entity is not included on Permittee's list of authorized contractors and/or agents.
5. **ACCEPTANCE OF PROVISIONS:** Permittee, and the Permittee's authorized contractors and/or agents, understand and agree to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively "the Permit Conditions"), for any encroachment, work, and/or activity to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State highway right-of-way. The Permittee's authorized contractors and/or agents, are also bound by the Permit Conditions. Non-compliance with the Permit Conditions by the Permittee's authorized contractor and/or agent will be deemed non-compliance by the Permittee.
6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department's representative two (2) business days before starting permitted work. Permittee must notify the Department's representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.

Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to the encroachment permit and/or to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department.

Where reference is made in such standards to "Contractor" and "Engineer," these are amended to be read as "Permittee" and "Department's representative," respectively, for purposes of this encroachment permit.
8. **PLAN CHANGES:** Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department's representative and the Federal Highway Administration ("FHWA") representative if applicable.
9. **RIGHT OF ENTRY, INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. The United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, and other state, and federal agencies, and the FHWA, through their agents or representatives, must have full access to highway

**ENCROACHMENT PERMIT GENERAL PROVISIONS**

facilities/encroachment area, at any and all times for the purpose of inspection, maintenance, activities needed for construction/reconstruction, and operation of the State highway right-of-way.

Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. The local public agency Permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.

10. **PERMIT AT WORKSITE:** Permittee and Permittee's authorized contractors/agents must keep the permit package and current list of authorized contractors/agents, or copies thereof, at the work site at all times and must show such documents upon request to any Department representative or law enforcement officer. If the permit package or current list of authorized contractors/agents, or copies thereof, are not kept and made available at the work site at all times, then all work must be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee's project site. When existing encroachments conflict with Permittee's work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).
12. **PERMITS, APPROVALS, AND CONCURRENCES FROM OTHER AGENCIES AND/OR ENTITIES:** This encroachment permit is invalidated if the Permittee has not obtained all permits, approvals, and concurrences necessary and required by law, including but not limited to those from the California Public Utilities Commission ("CPUC"), California Occupational Safety and Health Administration ("Cal-OSHA"), local and state and federal environmental agencies, the California Coastal Commission, and any other public agency and/or entity having jurisdiction. Permittee is responsible for providing notice of the encroachment to, and obtaining concurrence from, any person or entity (whether public or private) affected by the scope of work described in the encroachment permit, regardless of whether such notice or concurrence is required by law; the Department is not responsible to provide such notice or obtain such concurrence. Permittee warrants all such permits, approvals, and concurrences have been obtained before beginning work under this encroachment permit. The Department may, at the Department's discretion, require the Permittee to demonstrate that Permittee has obtained all such permits, approvals, and concurrences, and Permittee shall demonstrate this at the time and in the manner specified by the Department.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe continuous passageway must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.04 "Public Safety," and to Section 12-4.04 "Temporary Pedestrian Access Routes," and to Section 16-2.02 "Temporary Pedestrian Facility," of the Department's Standard Specifications, and to California Vehicle Code section 21760, subdivision (c).
14. **PUBLIC TRAFFIC CONTROL:** The Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety as required by law and/or the Department. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.  
Lane, Bike Lane, Sidewalk, Crosswalk, and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for Temporary Traffic Control Systems & Temporary Pedestrian Access Routes, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.
15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public (motorized vehicles, unmotorized vehicles such as bicycles, pedestrians, person(s) with disabilities, etc.), such that traffic is not unreasonably delayed.
16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department's Standard Specifications.
17. **CARE OF DRAINAGE:** Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY:** Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).
19. **STATE HIGHWAY RIGHT-OF-WAY CLEAN UP:** Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.
20. **COST OF WORK:** Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs



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incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the United States, the State, the Department, and from the Directors, officers, and employees of the State and/or the Department. Removal of Permittee's personal property and improvements shall be at no cost to the United States, the State, and the Department.

21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
22. **AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
  - a) Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
  - b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
  - c) The plans are to be prominently stamped or otherwise noted "AS-BUILT" by the Permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
  - d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
  - e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
  - f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations.

"Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.

24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:
  - a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
  - b) The local public agency Permittee must defend, indemnify, and hold harmless the United States, the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.
26. **ENVIRONMENTAL:**
  - a) **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
  - b) **HAZARDOUS MATERIALS:** If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous

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waste/material specialist who must evaluate the site at the Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.

Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the Permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.

- c) **BIOLOGICAL:** If any regional, state, or federally listed biological resource is identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified biologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
28. **LIABILITY, DEFENSE, AND INDEMNITY:** The Permittee agrees to indemnify and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee, or by anyone acting for or on behalf of the Permittee, to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent

property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

It is the intent of the Department and the Permittee that except as prohibited by law, the Permittee will defend, indemnify, and hold harmless as set forth in this General Provision Number 28 regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of: the United States, the State; the Department; the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors; the Permittee; persons employed by the Permittee; and/or persons acting on behalf of the Permittee.

The Permittee waives any and all rights to any type of expressed or implied indemnity from or against the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the encroachment, work, and/or activity whether conducted pursuant to this encroachment permit or constituting Unauthorized Work or Activity, and further agrees to defend, indemnify, and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, penalties, liability, suits, or actions of every name, kind, and description arising out of or by virtue of the Americans with Disabilities Act.

The Permittee understands and agrees the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, are not personally responsible for any liability arising from or by virtue of this encroachment permit.

For the purpose of this General Provision Number 28 and all paragraphs herein, "contractors of the State and/or of the Department" includes contractors, and their subcontractors, under contract to the State and/or the Department.

This General Provision Number 28 and all paragraphs herein take effect immediately upon issuance of this encroachment permit, and apply before, during, and after the encroachment, work, and/or activity

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contemplated under this encroachment permit, whether such work is in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, except as otherwise provided by California law. The Permittee's obligations to defend, indemnify, and save harmless under this General Provision Number 28 take effect immediately upon issuance of this encroachment permit and have no expiration date, including but not limited to situations in which this encroachment permit expires or is revoked, the work or activity performed under this encroachment permit is accepted or not accepted by the Department, the encroachment, work, and/or activity is conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, and/or no work or activity is undertaken by the Permittee or by others on the Permittee's behalf.

If the United States or an agency, department, or board of the United States is the Permittee, the first two paragraphs of this General Provision Number 28 (beginning "The Permittee agrees to indemnify..." and "It is the intent of the parties...") are replaced by the following paragraph:

Claims for personal injury, death, or property damage allegedly caused by the negligent or wrongful act or omission of any employee of the United States acting within the scope of their official duties are subject to the Federal Tort Claims Act, as amended, 28 U.S.C. § 1346 and § 2671 et seq. (Chapter 171).

29. **NO PRECEDENT ESTABLISHED:** This encroachment permit is issued with the understanding that it does not establish a precedent.
30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**
  - a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:
    - i) No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
    - ii) That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
    - iii) That such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.
    - iv) That the Permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal

Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.

- b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.
31. **MAINTENANCE:** The Permittee is responsible at Permittee's sole expense for the encroachment, and the inspection, maintenance, repair, and condition thereof, and is responsible to ensure the encroachment does not negatively impact State highway safety, maintenance, operations, construction, State facilities, activities related to construction/reconstruction, or other encroachments. The Permittee's obligations in the preceding sentence take effect immediately upon issuance of this encroachment permit and continue until the encroachment is entirely and permanently removed. Additional encroachment permits or approval documents may be required authorizing work related to inspection, repair, and/or maintenance activities. Contact the Department for information.
32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.
 

The Permittee is required, as a condition of this encroachment permit, for any event that awards prize compensation to competitors in gendered categories, for any participant level that receives prize compensation, to ensure the prize compensation for each gendered category is identical at each participant level. (Streets and Highways Code, section 682.7.)

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the United State, the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.
33. **PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:** State highway right-of-way must not be used for private purposes without compensation to the State. The gifting



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of public property uses and therefore public funds is prohibited under the California Constitution, Article XVI, Section 6.

34. **FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed by or on behalf of the Department to correct or remedy issues created by the Permittee or by others acting on behalf of the Permittee, including but not limited to hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee or by others acting on behalf of the Permittee.

35. **LANE CLOSURE REQUEST SUBMITTALS AND NOTIFICATION OF CLOSURES TO THE DEPARTMENT:** Lane closure request submittals and notifications must be in accordance with Section 12-4.02, and Section 12.4-04, of the Department's Standard Specifications or as directed by the Department's representative. The Permittee must notify the Department's representative and the Traffic Management Center ("TMC") before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.

36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The Permittee, upon notification by the Department's representative, must immediately suspend all traffic lane, bike lane, sidewalk, crosswalk, and/or shoulder closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the Permittee.

37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code section 4216 et seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The Permittee must provide notification to the Department representative at least five (5) business days before, and the regional notification center at least forty-eight (48) hours before, performing any excavation work within the State highway right-of-way.

38. **COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA):** All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1191.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code

section 4450 et seq., which require public facilities be made accessible to persons with disabilities.

Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects" and Standard Plans & Specifications on "Temporary Pedestrian Access Routes."

39. **STORMWATER:** The Permittee is responsible for full compliance with the following:
- a) For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under Order No. 2012-0011-DWQ, NPDES No CAS000003; and
  - b) In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit Order No. 2009-0009-DWQ, NPDES No CAS000002; and
  - c) In addition, for projects disturbing one acre or more of soil in the Lahontan Region with Order No. R6T-2016-0010, NPDES No CAG616002.
  - d) For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.