City of Calipatria

REQUEST FOR PROPOSALS

Federal-aid Project No. STPL 5243 (019)

CONSTRUCTION MANAGEMENT, RESIDENT ENGINEERING, AND LABOR COMPLIANCE MONITORING SERVICES

FOR THE

MAIN STREET ROADWAY IMPROVEMENTS BETWEEN LAKE AVENUE AND INTERNATIONAL BOULEVARD (PROJECT II)

Date Released: October 15, 2025

CITY OF CALIPATRIA
125 North Park Ave.
Calipatria, CA 92233
P. (760) 348.4141
F. (760) 348.7035

Proposals are due prior to 4:00 P.M., October 31, 2025

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INTRODUCTION

The City of Calipatria is requesting proposals (RFP) for Construction Management, Resident Engineering, and Labor Compliance Monitoring services for

CITY OF CALIPATRIA
SOUTH BROWN AVENUE ROADWAY AND PEDESTRIAN FACILITIES IMPROVEMENT PROJECT BETWEEN MAIN STREET/STATE ROUTE 115 AND CHURCH STREET (PROJECT I)
FEDERAL AID PROJECT NO. CML - 5243 (018)
&
CITY OF CALIPATRIA
MAIN STREET ROADWAY IMPROVEMENTS BETWEEN LAKE AVENUE AND INTERNATIONAL BOULEVARD (PROJECT II)
FEDERAL AID PROJECT NO. STPL - 5243 (019)

NOTICE IS HEREBY GIVEN that the City of Calipatria (hereinafter referred to as the "City"), acting by and through its City Council, is requesting PROPOSALS from qualified California licensed civil engineering professionals to provide the following services for the above-listed projects:

Resident Engineering and Construction Management Services

SUBMISSION DEADLINE: Receipt up to, but no later than 4:00 p.m., **Friday, October 31, 2025**

Fundings for the above-listed two (2) projects are provided by local sales tax and through the federally funded Congestion Mitigation and Air Quality (CMAQ) Program for the Project I – South Brown Avenue Improvement Project and Surface Transportation Program for the Project II – Main Street Improvement Project. Consultants shall follow the Caltrans Local Assistance Procedures Manual (LAPM) Guidelines and Procedures, the City of Calipatria Design Standards and Specifications, Project Plans, Project Specifications, and other requirements by the City of Calipatria.

To be considered for negotiation and award of a contract, four (4) paper copies and one (1) electronic copy (USB Flash Drive or emailed) of proposals for both projects, Project I and Project II, must be received by the date and time specified above in two (2) separate sealed packages by the City of Calipatria at the address listed below. Please provide at least one unbound copy of the proposal for filing purposes. Award of projects, if made, will be to the most qualified, responsive, and responsible proposer for both projects.

The consultant's Costs & Fees must be provided in a separate sealed envelope marked "COST PROPOSAL" within the main RFP submittal package for each project, Project I and Project II.

The RFP packages must be delivered to:

Ms. Laura Gutierrez
City Manager
125 North Park Avenue
Calipatria, California 92233
Phone: (760) 348-4141
Email: l_gutierrez@calipatria.com

Copies of the Request for Proposals may be obtained on the City of Calipatria website at https://www.calipatria.com/the-city/rfps-&-rfqs/.

Proposals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received prior to **4:00 P.M., October 31, 2025**.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

Proposals will be evaluated by a committee. It is the City's intention to select the Consultant whose qualifications and understanding of the project are deemed most advantageous to the City in accordance with this Request for Proposals. The Selection Committee's recommendation will be forwarded to the Calipatria City Council for final determination.

Agreements shall not be entered into with a consultant without an adequate financial management and accounting system(s) as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31.

There is no Disadvantaged Business Enterprise (DBE) Goal for this project.

This RFP does not commit the City of Calipatria to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City of Calipatria reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City of Calipatria to do so. Furthermore, a contract award may not be made based solely on price.

The prospective Consultant is advised that should this RFP result in a recommendation for the award of a contract, the contract will not be in force until it is approved and fully executed by the City of Calipatria.

All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

The anticipated consultant selection schedule is as follows:

Proposals Due: **October 31, 2025**
Proposal review and evaluation: **November 3, 2025, through November 14, 2025**
Oral interviews: As requested by the City of Calipatria
Cost Negotiation with a first-ranked consultant: **November 14, 2025, through November 19, 2025**
Contract Award: **November 25, 2025**
Notice to Proceed: **December 1, 2025**
Anticipated Project Suspension: **December 15, 2025 through February 13, 2026**
Construction Duration: **45 Calendar Days (30 Calendar Days for Field Work and 15 Calendar Days for Non-Field Work/Office Time)**

Any questions related to this RFP shall be submitted in writing to the attention of Laura Gutierrez, City Manager, via email at l_gutierrez@calipatria.com. Questions shall be submitted before 5:00 PM on **October 24, 2025**.

No oral question or inquiry about this RFP/RFQ shall be accepted.

PROJECT DESCRIPTION AND BACKGROUND

The Main Street Roadway Improvement Project includes pavement rehabilitation and associated improvements along a 485-foot segment of Main Street, within the City of Calipatria right-of-way. The roadway width is 73 feet, measured from face of curb to face of curb, throughout the project limits.

The scope of work consists of:

- Cold planing (milling) of the existing asphalt concrete pavement and sawcutting and removal of failed pavement areas following cold planing.
- Reconstructing pavement failure areas by placing conventional A.C. pavement from the exposed Class 2 base up to the cold-planed surface elevation.
- Installing a leveling course of conventional A.C. pavement across both the cold-planed surface and reconstructed areas.
- Placing a Class 1 pavement grid over the leveling course to minimize reflective cracking.
- Installing an overlay of Asphalt Rubber Hot Mix (ARHM) over the pavement grid and leveling course.
- Applying pavement striping after the ARHM overlay.

Additional improvements include:

- Installation of traffic signage and pavement striping
- Adjustment of existing utilities and coordination with utility purveyors

SCOPE OF WORK

I. GENERAL

The City of Calipatria is interested in contracting with a Consultant that will conduct and coordinate specified tasks related to advancing the **City of Calipatria - Main Street Roadway Improvements Between Lake Avenue and International Boulevard** to the construction phase.

The work shall comply with the requirements of all of the following, without limitation, and shall apply to this RFP and any subsequent contract as though incorporated herein by reference:

1. Federal laws and regulations
2. State laws and regulations
3. Local laws and regulations (City of Calipatria and County of Imperial)
4. Rules and regulations by governing utility purveyors
5. Rules and regulations of other authorities with jurisdiction over the procurement of products

Minimum Qualifications of Personnel – The Consultant shall meet the appropriate minimum qualifications as required by this contract, as indicated in Appendix A – Proposal Requirements of this RFP.

Equipment Requirements - The Consultant shall have and provide adequate office equipment and supplies to complete the work required by this Contract. Consultant shall have and provide adequate field tools, instruments, equipment, materials, supplies, and safety equipment to complete the required fieldwork that meets or exceeds the industrial standards and CalOSHA requirements.

Design Standards – The Consultant shall oversee the project's compliance with the latest editions of the standards as listed below:

1. City of Calipatria Standard Details and Specifications;
2. Caltrans Standard Plans and Specifications for the ADA-related design criteria, signage, striping, and other details not included in the City of Calipatria Standard Details and Specifications;
3. Caltrans Standard Plans and/or California Manual on Uniform Traffic Control Devices (CAMUTCD) for Traffic Control Devices and Requirements; and
4. Professional Land Surveyors' Act by the State of California Board for Professional Engineers, Land Surveyors, and Geologists.

Quality Control/Assurance Measures – Implementing and maintaining quality control procedures to manage conflicts, ensure product accuracy, and identify critical reviews and milestones. Also, provide knowledge, experience, and familiarity with Quality Control and Quality Assurance (QC/QA) for California Test Methods and laboratories.

Responsibilities of the City – The City of Calipatria's responsibilities are listed below:

1. The City will provide a designated City Project Administrator to review project-specific items throughout the duration of the project.

2. The City will pay an agreed-upon amount, normally within 30 days after receipt of an invoice(s). Invoice(s) shall be submitted with a detailed accounting of staff hours attributed to specific tasks. Separate invoices shall be submitted for specific project billings. The City will retain five percent (5%) of each invoice for professional engineering services.

3. The City will not provide dedicated workplace facilities, but upon request, will provide a conference room for meetings with the City.

4. The City reserves the right to perform any portion of the scope of work by City personnel or other consultants should the City determine it would be in the best interest of the City to do so.

Professional Liability Insurance - The Consultant shall comply with all insurance requirements of the City of Calipatria, as included in the sample contract in Attachment 2.

II. SERVICES TO BE PROVIDED

The Consultant selected shall provide all services to conduct Construction Management, Resident Engineering, and Labor Compliance Monitoring services for the **City of Calipatria - Main Street Roadway Improvements Between Lake Avenue and International Boulevard**. The Consultant selected shall also provide or acquire the services of a Geotechnical Engineering Consultant to conduct the quality assurance (QA) services per the Independent Assurance Program (IAP) as specified in the City of Calipatria Quality Assurance Program (QAP), dated September 14, 2023.

Specifically, the Consultant selected will be required to complete the following tasks:

TASK 1: REVIEW OF PROJECT PLANS, SPECIFICATIONS, AND EXISTING PRE-CONSTRUCTION SITE CONDITIONS

1.1 Review all existing City-provided policies, procedures, guidelines, and supporting documentation.
1.2 Analyze project plans, specifications, permits, utility coordination requirements, schedules, and other relevant materials to develop a thorough understanding of the project scope.
1.3 Conduct a site visit to assess pre-construction conditions and gain familiarity with the construction scope of work.

TASK 2: COORDINATION AND MEETINGS WITH CITY, CONTRACTOR, SUBCONTRACTORS, FUNDING AGENCY, UTILITY PURVEYORS, AND OTHER GOVERNING AUTHORITY

2.1 The Consultant selected will be the designated contact for communications and coordination with the entities listed below:

- City of Calipatria Project Administrator/Public Works Director
- Prime Contractor's Project Manager and Superintendent
- Geotechnical Engineering Consultant (Quality Assurance)
- Labor Standards Compliance Officer

The Consultant will support the City of Calipatria and the Contractor in facilitating communication and coordination with the following entities, as requested by City representatives or as deemed necessary to ensure smooth and transparent coordination throughout the construction activities.

- County of Imperial
- Caltrans District Local Assistance Engineering Office representatives
- Funding agency's personnel
- Utility purveyors
- Geotechnical Engineering Consultants (Quality Control)
- Subcontractors
- Residents, business owners, schools, institutes, and other entities affected by the project construction

2.2 The Consultant will communicate, coordinate, schedule, and conduct meetings with the above-listed entities, as needed, throughout the construction phase of the project.

2.3 Organize and lead the pre-construction meeting with City representatives, the Contractor, subcontractors, geotechnical engineers, labor standards compliance officer, utility providers, County of Imperial, and other involved stakeholders. The meeting shall cover project goals, scope, workflow approach, safety measures, labor compliance, permit requirements, critical work items, and clearly define the roles and responsibilities of the Contractor, Consultant, and the City. Introduce key personnel and outline lines of communication.

2.4 The Consultant will prepare an agenda, attendance sheet, and a detailed meeting memorandum/minutes of the pre-construction conference, weekly/progress meetings, and any other meetings with the stakeholders, when the critical items were discussed at the meetings. The meeting memorandum/minutes shall be distributed to the stakeholders within 48 hours of the meetings conducted.

2.5 All pertinent parties shall be notified of the meetings via email at least five (5) calendar days in advance of the meeting date.

TASK 3: FULL-TIME RESIDENT ENGINEER/CONSTRUCTION MANAGEMENT SERVICES

3.1 The Consultant shall provide full-time Resident Engineering/Construction Management services throughout the construction phase for the project in accordance with the provisions within this Request for Proposals (RFP). The Consultant shall provide a dedicated full-time person or persons to provide these services for this project. These services will be required from the date of award of the Resident Engineering/Construction Management contract, through the end of construction, until the completion of all punch list items, and submission of all documentation after the Notice of Completion is filed. The Consultant is also expected to prepare for and physically attend any financial or process audits during the construction phase and/or after filing the Notice of Completion.

The Consultant shall be responsible for conducting, but not limited to, the following tasks:

1) Submittal Review – Review, approve, or reject Contractor submittals to ensure compliance with plans and specifications.
2) Full-Time Construction Observation – Conduct continuous on-site observation to ensure construction complies with approved plans, specifications, and regulations.
3) Daily Reporting – Prepare and distribute daily Construction Activity Logs, including weather, labor, equipment, activities, materials delivered, and photos.
4) Material Tracking – Monitor material deliveries and placements; maintain daily spreadsheet records, listing the material delivery slip date, quantity of material, slip number, and total materials delivered for each work day.
5) Working Days Tracking – Prepare and maintain the Caltrans Form CEM-2701, *Weekly Statement of Working Days*, to accurately track and document construction working days throughout the project.
6) RFI Management – Review and coordinate responses to Contractor's Requests for Information (RFI) with relevant agencies.
7) Geotechnical Testing Oversight – Monitor geotechnical testing to confirm it aligns with project requirements.
8) Survey and Staking Review – Ensure all survey and construction staking work complies with project plans and specifications.
9) Grade Verification - The Consultant must verify subbase, subgrade, and finish grade elevations before material placement to ensure correct material depths and quantities, verify subbase grades meet specified tolerances, and maintain records confirming proper placement and compliance.
10) Labor Compliance – Perform labor compliance monitoring throughout the construction phase.

11) Weekly Meetings – Organize and lead periodic construction weekly/progress meetings; prepare and distribute meeting summary notes/memoranda. The weekly meeting summary notes will include project progress, key project photos, the weekly plan, and pending issues.
12) County of Imperial – Assist with coordination with the County of Imperial Public Works Department. Ensure encroachment permit requirements are met, if applicable.
13) Utility Coordination – Support documentation and coordination efforts with utility providers, including relocations.
14) City Coordination – Regularly communicate with the City to review schedule, funding requirements, RFIs, and project status.
15) Stakeholder Coordination – Assist the Contractor in coordinating with local businesses, schools, and residents.
16) Payment Review – Review and verify Contractor's Monthly Payment Requests and invoices before forwarding for City processing.
17) Quantity Verification – Prepare daily quantity sheets ("Q Sheets" – Caltrans CEM 4801) for each bid item or installed material to verify that the quantities recorded in the field accurately correspond to the pay quantities. Quantity exceedance shall be immediately reported to the City of Calipatria and noted in the RE's Daily Reports and Daily Material Spreadsheets.
18) Construction Change Order/Directives Review/Process – Evaluate the Contractor's change order requests or change directives and discuss with the City before responding/processing the Contractor's request/change directives.
19) As-Built Preparation – Ensure daily updates are made to field "As-Built" drawings and submitted to the City of Calipatria for review and record.
20) APCD Compliance – Confirm the Contractor complies with Air Pollution Control District (APCD) requirements.
21) SWRCB Compliance – Monitor and ensure compliance with the Storm Water Pollution Prevention Plan (SWPPP) or Water Pollution Control Plan (WPCP), as applicable, in accordance with the State Water Resources Control Board (SWRCB) General Construction Permit requirements. Assist the City of Calipatria with the Stormwater Multiple Application and Report Tracking System (SMARTS) input, as applicable.
22) On-Site Filing System – Maintain organized site files of all project documentation for reference and archiving.
23) Document Management – Maintain all project records in organized binders and electronic files for easy access.
24) Pre-Final Jobwalk – Coordinate pre-final jobwalk and distribute punch list before final jobwalk.
25) Final Jobwalk – Coordinate final jobwalk and prepare final punch list of outstanding items.
26) Punch List Completion – Confirm that all punch list items and deficiencies are completed satisfactorily.
27) Substantial Completion – Assist in determining substantial completion and preparing the Notice of Completion.
28) Project Close-Out – Assist with all close-out documentation, including permit closure and compliance with funding agency requirements. The Consultant shall support the City in filing the Notice of Completion with the Imperial County Recorder's Office and shall complete required Caltrans forms, including:

    - LAPM Exhibit 16-F;
    - LAPM Exhibit 16-E;
    - LAPM Exhibit 17-E; and
    - Any additional forms necessary to facilitate the City's submission of the final invoice to the funding agency.

29) Labor Compliance Submission – Submit final labor compliance documents after project completion.
30) Warranty Issue Response – Address warranty issues during the warranty period and confirm Contractor resolution.

3.2 The Consultant shall provide Labor Standards Compliance Monitoring Services.

- The Labor Standards Compliance Officer shall have a minimum of five (5) years' experience in Labor Standards Compliance Monitoring and be familiar with the guidelines and requirements of the State of California Department of Industrial Relations and the Federal Davis-Bacon Wage Determination guidelines.
- Certified payrolls shall be submitted by the Contractor, reviewed by the Labor Standards Compliance Officer, and forwarded to the City of Calipatria on a weekly basis. Caltrans Construction CEM 2504 shall be utilized for employee interviews, and originals shall be submitted to:

  Laura Gutierrez, City Manager
  City of Calipatria
  125 North Park Avenue
  Calipatria, CA 92233

3.3 The Consultant shall provide Geotechnical Engineering – Quality Assurance (QA) Testing and Inspection Services.

- The consultant will conduct or acquire the services of a Geotechnical Consultant to conduct the Quality Assurance (QA) Services per the Independent Assurance Program (IAP) in accordance with the City of Calipatria Quality Assurance Program (QAP), dated September 14, 2023.
- The Goetchnical Engineering Consultant shall provide a certified person or persons as needed to provide testing services for this project.
- The tester(s) and laboratory shall have appropriate certifications as required by the City's QAP.
- The Consultant is to coordinate and monitor the QA/QC testing during the construction process. The Quality Assurance (QA) services to be completed shall be for the acceptance testing (AT) to be conducted by another geotechnical engineering firm to be hired by the Contractor.
- Details of the quality control (QC) testing, which must be assured and/or witnessed by the quality assurance (QA) consultant, are outlined in the *Street Geotechnical Testing Requirements* section on *Page 168* of the Project Specifications, provided in Attachment 1.

3.4 The Consultant shall provide assistance to the City of Calipatria to meet milestones and deadlines set by the funding agency.

This project is funded in part with funds from the Surface Transportation Program through the State of California Department of Transportation (Caltrans).

Caltrans District Local Assistance Engineer (DLAE) requires various forms, documents, quantity and cost estimates, and other pertinent records to be submitted to receive clearance for the different phases of the project.

The Consultant shall assist the City of Calipatria by providing necessary documents, quantity and cost estimates, forms, and coordinating with the representatives of the Caltrans DLAE office, as needed, to comply with the funding requirements. The Consultant shall also obtain all the necessary documents, estimates, and forms from the Contractor, subcontractors, and the Geotechnical Engineering consultants to meet the Caltrans DLAE's requirements.

TASK 4: PROJECT DOCUMENTATION AND RECORD SUBMITTAL

Upon completion of construction, the Consultant shall compile all project records, as required and specified in this RFP, into one or more clearly organized three-ring binders. Each binder shall be prominently labeled on both the cover and spine with the Project Name and shall serve as the official construction phase record.

The binders shall include, but are not limited to, all the documents, records, reports, forms, site photographs, and all correspondences with the City of Calipatria, Caltrans, utility purveyors, property owners, and other relevant entities or agencies. Records shall be organized by category, with tabbed dividers and subcategories as needed, and include a comprehensive table of contents listing all included items. In addition, a complete digital copy of all documents contained in the binders shall be provided in Portable Document Format (PDF) on one (1) USB thumb drive.

Consultant's records shall be maintained for review by the City for a minimum of five (5) years after final payment to the Consultant.

TASK 5: POST-CONSTRUCTION PHASE/AUDIT

The Consultant is expected to prepare for and attend, in person, any financial or process audits conducted during the construction phase and/or following the filing of the project's Notice of Completion. Additionally, the Consultant shall assist the City of Calipatria in audits conducted by Caltrans and/or the Federal Highway Administration (FHWA) upon completion of construction activities.

TASK 6: OTHER ITEMS

The Consultant shall identify in the proposal if there are any other items that they anticipate will need to be addressed in order to provide construction management and resident engineering services in compliance with the project requirements.

APPENDIX A – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all Consultants. The intent of these guidelines is to assist Consultants in the preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Laura Gutierrez, City Manager
CITY OF CALIPATRIA
125 North Park Ave.
Calipatria, CA 92233

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. **All addenda received must be acknowledged in the transmittal letter, or a copy(ies) of the issued addendum(a)'s acknowledgment statement must be included in the submitted proposal.**

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Executive Summary

3. Consultant Information, Qualifications & Experience

The City of Calipatria will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years, which include the following information:

1. Contracting agency
2. Contracting agency Project Manager and contact information
3. Contract Amounts
4. Funding source
5. Date of contract
6. Date of completion
7. Project Objective
8. Project Description
9. Project Outcome

4. Organization and Approach

1. Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available, and experience of your team as it relates to this project.
2. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager,

shall have significant demonstrated experience with this type of project, and should be committed to staying with the project for the duration of the project.

5. Scope of Work

1. Include a detailed Scope of Work Statement describing all services to be provided.
2. Describe project deliverables for each phase of your work.
3. Describe your cost control and budgeting methodology for this project.
4. Provide responses to the following:
    a. Describe critical engineering design issues associated with the project and how you will address these.
    b. Describe critical environmental issues and how you will address these.
    c. How cost and schedule could be minimized.

6. Conflict of Interest Statement

The proposing Consultant shall disclose any financial, business or other relationship with the City of Calipatria that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

7. Litigation

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

8. Contract Agreement

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as Attachment 2.

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200.

9. Federal-Aid Provisions

The proposed Consultant's services are federally funded, which necessitates compliance with additional requirements. Special attention is directed to Chapter 10 of the Caltrans Local Assistance Procedures Manual (LAPM). The proposing Consultant shall complete and submit the following forms with the proposal to be considered responsive. These forms and instructions are provided for the proposer in Attachment 3.

- Disclosure of Lobbying Activities (LAPM 10-Q)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions

Upon award and through completion of the project, the successful proposing Consultant will be required to follow applicable federal-aid requirements and shall complete and submit with the agreement the applicable forms as required by the Caltrans DLAE's office.

Consultant shall demonstrate familiarity with providing services for federally funded projects and have a clear understanding of requirements/needs to facilitate the project through Caltrans Local Assistance and Local Assistance Procedures Manual.

10. Cost Proposal

The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit.

In order to assure that the City of Calipatria is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the proposal shall include a cost proposal for a total lump sum amount ***with a clear breakdown of the costs by each service including staff or by item, and by hour*** in accordance with the Scope of Services as outlined in Section II – "Services to be Provided" of this RFP. Subconsultants' fees, if any, shall also be listed within the cost breakdown. No subconsultants shall be utilized without prior authorization by the City.

The cost proposal shall be placed in a separate sealed envelope and included within the main proposal submission envelope. The cost proposal is confidential and will be unsealed after all proposals have been reviewed and the most qualified consultant has been selected. Reference the sample cost proposal in Attachment 4. **The Consultant shall prepare a Lump Sum Fee estimate, itemizing the costs associated with each defined milestone or task, in accordance with this RFP. A detailed cost breakdown spreadsheet shall be included to support the lump sum estimate, clearly indicating each task, assigned personnel, estimated work hours, and corresponding hourly rates.**

The selected Consultant shall comply with Chapter 10 of the Local Assistance Procedures Manual regarding the A&E Consultant Contract Audit and Review process.

APPENDIX B – PROPOSAL EVALUATION

Evaluation Process

All proposals will be evaluated by the City of Calipatria Selection Committee (Committee). The Committee may be composed of the City of Calipatria staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the City of Calipatria Contract Administrator/Project Manager only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City of Calipatria requirements as set forth in this RFP.

The selection process may include oral interviews as requested by the City of Calipatria. The consultant will be notified of the time and place of oral interviews, and if any additional information that may be required to be submitted.

Upon completion of the evaluation and selection process, only the cost proposal from the most qualified consultant will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of the procurement process. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend that a contract be awarded.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five-point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

		Rating Scale
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For the mandatory requirement, this score will result in the disqualification of the proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success; however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on the interpretation of the proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/ Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success in achieving all objectives and meeting RFP specifications.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	35
3	Organization & Approach	20
4	Scope of Services to be Provided	30
5	Conflict of Interest Statement	Pass/Fail
6	Local Presence	5
7	References	10
	Total:	**100**

1. **Completeness of Response (Pass/Fail)**

    a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, will be rated a Fail in the Evaluation Criteria, and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

2. **Qualifications & Experience (35 points)**

    a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to conduct traffic engineering services on both federal and non-federal-aid projects.

3. **Organization & Approach (20 points)**

    a. Describes familiarity with the project and demonstrates understanding of work completed to date and project objectives moving forward
    b. Roles and Organization of Proposed Team
        i. Proposes adequate and appropriate disciplines for the project team.
        ii. Some or all of the team members have previously worked together on similar project(s).
        iii. Overall organization of the team is relevant to the City of Calipatria's needs.
    c. Project and Management Approach
        i. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
        ii. Team successfully addresses Site Planning and Programming efforts.
        iii. Project team and management approach respond to project issues. Team structure provides adequate capability to perform both the volume and quality of work needed within the project schedule milestones.
    d. Roles of Key Individuals on the Team
        i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their roles in the project.

ii. Key positions required to execute the project team's responsibilities are appropriately staffed.

e. Working Relationship with the City of Calipatria
   i. Team and its leaders have experience working in the public sector and knowledge of the public sector procurement process.
   ii. Team leadership understands the nature of public sector work and its decision-making process.
   iii. The proposal responds to the need to assist the City of Calipatria during the project.

4. Scope of Services to be Provided (30 points)

a. Detailed Scope of Services to be Provided
   i. The proposed scope of services is appropriate for all phases of the work.
   ii. Scope addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
b. Project Deliverables
   i. Deliverables are appropriate to the schedule and scope set forth in the above requirements.
c. Cost Control and Budgeting Methodology
   i. Proposer has a system or process for managing costs and budgets.
   ii. Evidence of successful budget management for a similar project.

5. Conflict of Interest Statement (Pass/Fail)

a. Disclose any financial, business, or other relationship with the City of Calipatria that may have an impact upon the outcome of the contract or the construction project.
b. List current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.
c. Disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

6. Local Presence (5 points)

a. A statement addressing the firm's ability to establish an office within the County or the surrounding area.

7. References (10 points)

a. Provide as reference the name of at least three (3) agencies you have currently or have previously consulted for in the past three (3) years.

Weighted scores for each Proposal will be assigned utilizing the table below:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Completeness of Response	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience		35	
3	Organization & Approach		20	
4	Scope of Services to be Provided		30	
5	Conflict of Interest Statement	N/A	Pass/Fail	Pass/Fail
6	Local Presence		5	
7	References		10	
Total:			100	

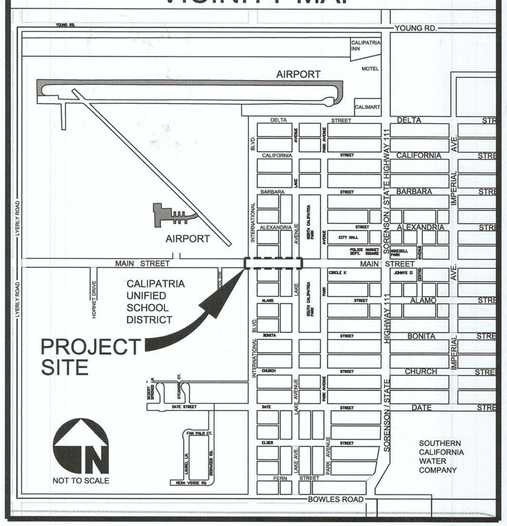
ATTACHMENT 1

PROJECT PLANS AND SPECIFICATIONS

CITY OF CALIPATRIA

MAIN STREET ROADWAY IMPROVEMENT PROJECT BETWEEN LAKE AVENUE AND INTERNATIONAL BOULEVARD - STPL-5243 (019)

VICINITY MAP



PROJECT DESCRIPTION

MAIN STREET ROADWAY IMPROVEMENT PROJECT BETWEEN LAKE AVENUE AND INTERNATIONAL BOULEVARD CONSISTS OF SAWCUTTING THE FAILED A.C. PAVEMENT AREAS AFTER THE COLD PLANING OF 2-1/2 INCHES OF A.C. PAVEMENT. THE CONVENTIONAL A.C. PAVEMENT WILL BE PLACED WITHIN THE PAVEMENT FAILURE AREAS FROM THE UNDERLYING CLASS 2 BASE TO THE LEVEL OF THE COLD PLANED SURFACE. A 1-INCH LEVELING COURSE OF CONVENTIONAL A.C. PAVEMENT WILL BE PLACED OVER THE COLD PLANED AND PAVEMENT FAILURE AREAS. A CLASS 1 PAVEMENT GRID WILL BE PLACED OVER THE 1-INCH LEVELING COURSE TO INHIBIT REFLECTIVE CRACKING. A 1-1/2 INCH ASPHALT RUBBER HOT MIX (ARHM) WILL BE PLACED OVER THE CLASS 1 PAVEMENT GRID AND LEVELING COURSE. PAVEMENT STRIPING IS TO OCCUR AFTER THE PLACEMENT OF THE ARHM PAVEMENT. ***THE PROPOSED ROADWAY SECTION WILL CONSIST OF 4 INCHES OF HOT MIX ASPHALT (HMA) OVER 12 INCHES OF CLASS 2 BASE WITHIN THE CITY OF CALIPATRIA RIGHT-OF-WAY. THE PROPOSED ROADWAY WIDTH WILL BE 73 FEET FROM FACE OF CURB TO FACE OF CURB THROUGH THE ENTIRE PROJECT SITE APPROXIMATELY 485 FEET. EXISTING UTILITY ADJUSTMENT AND COORDINATION WITH VARIOUS UTILITY PURVEYORS WILL BE REQUIRED. ADDITIONAL ROADWAY IMPROVEMENTS INCLUDE THE INSTALLATION OF SIGNAGE AND STRIPING TO IMPROVE THE TRAFFIC FLOW.***

DIGALERT

Dig Safely

DIAL TOLL FREE

811

AT LEAST TWO DAYS BEFORE YOU DIG

UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

GENERAL NOTES

1. UTILITIES:

THE LOCATION OF UNDERGROUND UTILITIES ILLUSTRATED ON THE PLANS IS APPROXIMATE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT UNDERGROUND SERVICE ALERT TO EXACTLY LOCATE THE UNDERGROUND UTILITIES. UNDERGROUND SERVICE ALERT SHOULD BE CONTACTED 72 HOURS BEFORE ANY EXCAVATION BEGINS.

THE CONTRACTOR SHALL ASSUME COMPLETE RESPONSIBILITY FOR DAMAGED UTILITIES. A LIST OF UTILITY COMPANIES WHICH SERVICE THE CITY OF CALIPATRIA APPEARS BELOW:

A. ZITO MEDIA
P. O. BOX 336
2455 STIRRUP ROAD
BORREGO SPRINGS, CA 92204
PHONE: (760) 525-8786
CONTACT: OMAR CESENA

B. SOUTHERN CALIFORNIA GAS COMPANY
PLANNING DEPARTMENT
1981 W. LUGONIA AVENUE
REDLANDS, CA 92374
PHONE: (909) 335-7716
CONTACT: MIKE JACOB

C. SOUTHERN CALIFORNIA GAS COMPANY
970 N. FOURTH STREET
EL CENTRO, CA 92243
PHONE: (760) 352-6100
CONTACT: ENRIQUE CUEVAS

D. IMPERIAL IRRIGATION DISTRICT - POWER DIVISION
1699 WEST MAIN STREET, SUITE A
EL CENTRO, CA 92243
PHONE: (760) 482-3406
CONTACT: ALFRED ORNELAS

E. GOLDEN STATE WATER COMPANY
631 SOUTH SORENSON AVENUE
CALIPATRIA, CA 92233
PHONE: (760) 455-3439
CONTACT: DAVID GODSEY
EMAIL: DAVIDGODSEY@GSWATER.COM

F. AT&T TELEPHONE
1029 S. SECOND STREET
EL CENTRO, CA 92243
PHONE: (760) 337-3330
CONTACT: DANIEL GARCIA

G. CITY OF CALIPATRIA
125 N. PARK AVENUE
CALIPATRIA, CA 92233
PHONE: (760) 348-4141
CONTACT: EDDIE SELF

H. UNDERGROUND SERVICE ALERT
PHONE: 811

I. CR&R WASTE & RECYCLING SERVICES
11292 WESTERN AVENUE
STANTON, CA 90680
PHONE: (714) 826-9049 EXT. 2452
FAX: (714) 890-0961
CONTACT: ARACELI SOLANO
EMAIL: ASOLANO@CRR.MAIL.COM

2. AS-BUILT DRAWINGS:

THE CONTRACTOR SHALL MAINTAIN A SET OF DRAWINGS ON THE JOB ILLUSTRATING ALL "AS-BUILT" CHANGES MADE TO DATE. A MARKED-UP SET OF DRAWINGS SHALL BE DELIVERED TO THE ENGINEER UPON COMPLETION OF THE WORK, WHICH SHALL REFLECT ALL "AS-BUILT" MODIFICATIONS.

3. DUST CONTROL:

THE CONTRACTOR SHALL MAKE SPECIAL EFFORTS TO CONTROL DUST DURING THE EXECUTION OF THE WORK. DUST SHALL BE MAINTAINED TO A MINIMUM BY REGULAR APPLICATIONS OF WATER AS NECESSARY AND AS DIRECTED BY THE ENGINEER. AT THE CONCLUSION OF THE PROJECT, THE CONTRACTOR SHALL SWEEP THE STREETS, CURB AND GUTTER, CURB RETURNS, DRIVEWAY ENTRANCES AND SIDEWALKS TO REMOVE ALL LOOSE DIRT AND DUST RESULTING FROM THE CONSTRUCTION OPERATIONS.

4. CODES AND REGULATIONS:

ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH APPLICABLE CODES, ORDINANCES AND REGULATIONS OF THE CITY OF CALIPATRIA, THE STATE OF CALIFORNIA AND ALL OTHER PUBLIC AUTHORITIES HAVING JURISDICTION. CODES GOVERNING THIS WORK INCLUDE, BUT ARE NOT LIMITED TO, THE LATEST APPROVED EDITION OF THE FOLLOWING: STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, LATEST EDITION; STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK) LATEST EDITION; OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA); CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION; CITY OF CALIPATRIA ORDINANCES AND CITY OF CALIPATRIA STANDARD DETAILS AND SPECIFICATIONS DATED JUNE 13, 2006. REQUIREMENTS OF CODES AND REGULATIONS SHALL BE CONSIDERED AS MINIMUM. WHERE CONTRACT DOCUMENTS EXCEED WITHOUT VIOLATING CODE AND REGULATION REQUIREMENTS, CONTRACT DOCUMENTS SHALL TAKE PRECEDENCE. WHERE CODES CONFLICT, THE MORE STRINGENT SHALL APPLY. THE CONTRACTOR SHALL FURNISH ALL MATERIALS AND LABOR REQUIRED FOR COMPLIANCE WITH CODES AND REGULATIONS, EVEN THOUGH NOT SPECIFICALLY MENTIONED OR ILLUSTRATED, WITHIN THE CONTENTS OF THE PLANS OR SPECIFICATIONS.

5. EXAMINATION OF SITE:

IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND SUBCONTRACTOR(S) TO EXAMINE THE PROJECT SITE PRIOR TO THE OPENING OF PROPOSALS. THE CONTRACTOR SHALL BECOME FAMILIAR AS TO THE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED. IT IS EXPECTED THAT QUESTIONS RELEVANT TO THE WORK TO BE PERFORMED AT THE PROJECT WILL BE PRESENTED TO THE DESIGN ENGINEER PRIOR TO THE BID OPENING. IF CONFLICTS OR AMBIGUITIES EXIST BETWEEN JOB SITE CONDITIONS AND THE PLANS AND SPECIFICATIONS NO ALLOWANCE WILL BE PROVIDED TO THE CONTRACTOR AND SUBCONTRACTORS FOR NEGLECTING TO PROPERLY EXAMINE THE PROJECT SITE DURING THE BIDDING PERIOD.

6. PERMITS:

THE CONTRACTORS AND SUBCONTRACTORS SHALL OBTAIN ALL NECESSARY PERMITS AND A BUSINESS LICENSE FROM THE CITY OF CALIPATRIA. THE CONTRACTOR SHALL NOTIFY THE CITY OF CALIPATRIA AND THE CITY ENGINEER AT LEAST 72 HOURS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL INCLUDE ALL EXPENSES ASSOCIATED WITH THE PERMITS AND CALIPATRIA BUSINESS LICENSE IN THE PROPOSAL TO THE CITY OF CALIPATRIA.

7. TRAFFIC CONTROL:

THE CONTRACTOR SHALL NOTIFY PROPERTY OWNERS, OCCUPANTS, BUSINESSES OR OTHER FACILITIES OF AFFECTED PROPERTIES ACCESSING A PARTICULAR STREET SECTION WITH A WRITTEN NOTICE FIVE (5) WORKING DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION. THE PROPERTY OWNERS SHALL BE NOTIFIED OF THE DATE AND TIME DURATION A STREET SECTION WILL BE AFFECTED BY THE CONSTRUCTION PROCESS. THE NOTIFICATION SHALL BE DELIVERED TO EACH RESIDENCE OR PROPERTY OWNER AND A NOTIFICATION SHALL BE PLACED BENEATH THE WINDSHIELD WIPER OF EACH CAR PARKED ALONG THE STREET SECTION. ALL SIDE STREETS SHALL BE OPENED TO TRAFFIC AT THE END OF EACH WORKING DAY. ALL DRIVEWAY ENTRANCES TO RESIDENCES, BUSINESS AND APARTMENT BUILDINGS SHALL BE MADE ACCESSIBLE AT THE END OF CONSTRUCTION EACH WORK DAY. THE CONTRACTOR SHALL MAKE ACCOMMODATIONS TO ALLOW REGULARLY SCHEDULED SOLID WASTE DISPOSAL PICK UP ALONG THE AFFECTED STREET SECTIONS.

MAIN STREET SHALL BE CLOSED TO TRAFFIC DURING THE CONSTRUCTION PERIOD EXCEPT ACCESS TO RESIDENCES. THE CONTRACTOR SHALL ADVERTISE THE STREET CLOSURE IN LOCAL NEWSPAPERS FOURTEEN DAYS PRIOR TO CLOSING THE STREET. TRAFFIC CONTROL SIGNS INDICATING THE STREET NAME AND DATE OF STREET CLOSURE SHALL BE PLACED AT EACH END OF THE STREET ONE (1) DAY PRIOR TO THE STREET CLOSURE.

ALL TRAFFIC CONTROLS SHALL BE CLEARLY POSTED WITH SIGNS PRIOR TO THE BEGINNING OF ANY WORK. THE APPROPRIATE SIGNS, INCLUDING: CONSTRUCTION ZONE, FRESH OIL, ROAD MACHINERY AHEAD, ONE LANE ROAD AHEAD, ROAD CONSTRUCTION AHEAD, LANE CLOSED, ROAD CLOSED, DETOUR, ROAD WORK, SPEED LIMIT 25, END 25 SPEED LIMIT SIGN, AND ALL OTHER REQUIRED SIGNS SHALL BE PLACED ACCORDING TO THE APPROVED TRAFFIC CONTROL PLANS. EXTRA SIGNS, BARRICADES OR DIFFERENT TYPES OF BARRICADES CAN BE ORDERED TO BE PLACED AT THE PROJECT SITE AT ANY TIME AT THE ENGINEER'S DISCRETION. ADDITIONAL SIGNS AND BARRICADES SHALL BE PLACED AT NO EXTRA COST AT THE PROJECT SITE IF SO ORDERED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL THE EXPENSES RELATIVE TO TRAFFIC CONTROL.

8. SIGNS:

STOP SIGNS AND ALL OTHER TRAFFIC SIGNS SHALL BE MOVED IF NECESSARY DURING THE CONSTRUCTION PROCESS AND BE REPOSITIONED TEMPORARILY IN A LOCATION DETERMINED BY THE ENGINEER. STOP SIGNS SHALL NOT BE REMOVED FROM SERVICE, BUT RATHER RELOCATED TO A VISIBLE LOCATION. OTHER SIGNS LOCATED WITHIN THE CONSTRUCTION AREA SHALL BE STORED BY THE CONTRACTOR DURING THE CONSTRUCTION PHASE OF THE PROJECT. AT THE CONCLUSION OF THE PROJECT, ALL SIGNS SHALL BE POSITIONED IN A PERMANENT LOCATION AS DETERMINED BY THE ENGINEER.

9. BARRICADES:

DURING THE INSTALLATION OF THE P.C.C. CONCRETE FACILITIES, THE CONTRACTOR SHALL MAINTAIN LIGHTED BARRICADES ALONG THE LENGTH OF THE CONCRETE FACILITIES TO PROHIBIT PEDESTRIAN TRAFFIC OR VEHICULAR TRAFFIC FROM UTILIZING THE NEW CONCRETE FACILITIES UNTIL THE CURING PROCESS IS COMPLETE OR ENTERING OPEN EXCAVATIONS. THE LIGHTED BARRICADES SPECIFICATIONS SHALL CONFORM TO CALIFORNIA MUTCD REQUIREMENTS. THE CONTRACTOR SHALL SUPPLY THE QUANTITY OF BARRICADES REQUIRED. IF THE LIGHTED BARRICADES BECOME DEFECTIVE OR NON-FUNCTIONAL, THE BARRICADES SHALL BE IMMEDIATELY REPLACED AS DIRECTED BY THE ENGINEER. BARRICADES SHALL BE PLACED ALONG THE EDGES OF THE NEW CONCRETE FACILITIES OR PIPELINE EXCAVATIONS AT FOUR FEET (4') ON CENTER TO DIVERT VEHICULAR AND PEDESTRIAN TRAFFIC AROUND THE CONSTRUCTION AREAS. WARNING TAPE SHALL BE EXTENDED BETWEEN THE BARRICADES. ADDITIONAL BARRICADES SHALL BE ADDED IF REQUIRED AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL INCLUDE THE COST ASSOCIATED WITH BARRICADE SUPPLY AND PLACEMENT IN THE PROPOSAL TO THE CITY OF CALIPATRIA.

10. RESTROOM FACILITIES:

THE CONTRACTOR SHALL LOCATE MEN'S AND WOMEN'S PORTABLE RESTROOM FACILITIES AT THE PROJECT SITE DURING THE CONSTRUCTION PERIOD. THE PORTABLE RESTROOMS SHALL BE CLEANED ON A WEEKLY BASIS.

11. ACCESS TO PRIVATE PROPERTY:

THE CONTRACTOR SHALL PROVIDE FOR INGRESS AND EGRESS FOR PRIVATE PROPERTY ADJACENT TO THE WORK THROUGHOUT THE PERIOD OF CONSTRUCTION.

12. CLEAN-UP OF EXISTING STREETS:

ANY DIRT, DUST OR MUD, EITHER TRACKED OFF-SITE BY EQUIPMENT OR BLOWN INTO ADJACENT CITY STREETS WILL BE CLEANED UP DAILY BY THE RESPONSIBLE CONTRACTOR OR SUBCONTRACTOR.

13. COORDINATION OF INSPECTION SERVICES:

THE CONTRACTOR SHALL ARRANGE FOR INSPECTIONS FOR THIS PROJECT WITH THE CITY OF CALIPATRIA ENGINEERING CONSULTANT AT (760) 337-3883 A MINIMUM OF 72 HOURS IN ADVANCE OF THE REQUESTED INSPECTION. IN THE EVENT THE CONTRACTOR OR SUBCONTRACTOR DECLINES THE INSPECTION AT THE PRE-ARRANGED TIME AND DATE OF INSPECTION, THE CONTRACTOR SHALL BE CHARGED THE CURRENT HOURLY RATE OF THE CITY ENGINEER PERSONNEL FROM THE TIME THE PERSONNEL LEAVES THE CITY ENGINEER'S OFFICE UNTIL THE TIME THE PERSONNEL RETURNS TO THE CITY ENGINEER'S OFFICE.

14. PUMPING OF NATIVE SOIL:

DURING GRADING OPERATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SELECTING EQUIPMENT THAT WILL NOT CAUSE "PUMPING" OF THE SOIL DUE TO THE DEPTH OF GROUNDWATER PRIOR TO CONSTRUCTION.

15. REQUIREMENTS OF CONTRACTORS AND SUBCONTRACTORS:

ALL CONTRACTORS AND SUBCONTRACTORS PARTICIPATING ON THIS PROJECT SHALL BE LICENSED BY THE STATE OF CALIFORNIA, HAVE A CITY BUSINESS LICENSE AND SHALL FILE A CERTIFICATE OF WORKMENS' COMPENSATION WITH THE CITY OF CALIPATRIA PRIOR TO THE START OF CONSTRUCTION.

16. PRE-CONSTRUCTION CONFERENCE:

A PRE-CONSTRUCTION CONFERENCE SHALL BE CONDUCTED WITH THE PUBLIC WORKS MANAGER, CITY ENGINEER, CITY MANAGER, CONTRACTOR, AND SUBCONTRACTORS AT LEAST 7 DAYS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. BUSINESS OWNERS AND UTILITY AGENCIES AFFECTED BY THE PROJECT SHALL BE INVITED TO THE PRE-CONSTRUCTION CONFERENCE.

ABBREVIATIONS

AGG.	AGGREGATE	LIP.	LIP OF CURB IN DRIVEWAYS
APP.	APPROXIMATE	LOC.	LIMIT OF CONSTRUCTION
A.C.P.	ASBESTOS CEMENT PIPE	M.H.	MANHOLE
A.C.	ASPHALT CONCRETE	MAX.	MAXIMUM
AWWA	AMERICAN WATER WORKS ASSOCIATION	MIN.	MINIMUM
B.C.	BEGINNING OF CURVE RADIUS	MISC.	MISCELLANEOUS
BLDG.	BUILDING	N.T.S.	NOT TO SCALE
B.V.	BUTTERFLY VALVE	NS	NATIVE SURFACE
C	CHORD	O.C.	ON CENTER
C.I.	CAST IRON	O.D.	OUTSIDE DIAMETER
C.B.	CATCH BASIN	OHE	OVERHEAD ELECTRICAL LINE
C&G	CURB AND GUTTER	PAD	PAD ELEVATION
C.M.C.	CEMENT MORTAR COATED	%	PERCENT
C.M.L.	CEMENT MORTAR LINED	P.I.G.	POINT OF INTERSECTING GRADES
℄	CENTERLINE	P.I.T.	POINT OF INFLECTION
D.G.	DECOMPOSED GRANITE	P.V.C.	POLY VINYL CHLORIDE
DIA.	DIAMETER	P.C.C.	PORTLAND CONCRETE CEMENT
DI	DUCTILE IRON	P.P.	POWER POLE
D/W	DRIVEWAY	R.	RADIUS
Δ	DELTA	R.C.P.	REINFORCED CONCRETE PIPE
E.P.	EDGE OF PAVEMENT	ROW	RIGHT-OF-WAY
EL.	ELEVATION	SW	SIDEWALK
E.C.	END OF CURVE RADIUS	S.	SLOPE
F.F.	FINISH FLOOR ELEVATION	S.D.	STORM DRAIN
℄	FLOWLINE	SS	SANITARY SEWER
F.S.	FINISH SURFACE	STA	STATION
G.B.	GRADE BREAK	T.	TANGENT
G.V.	GATE VALVE	T.C.	TOP OF P.C.C. CURB
H.B.	HOSE BIB	T.C.C.	TOP OF CONCRETE
I.D.	INSIDE DIAMETER	TMH	TOP OF MANHOLE
INV.	INVERT	T.P.	TOP OF PAVEMENT
L.	LENGTH	TYP.	TYPICAL
		VCP	VITRIFIED CLAY PIPE

CITY COUNCIL

MICHAEL LUELLEN	MAYOR
JAVIER AMEZCUA	MAYOR PROTEM
FRED BELTRAN	COUNCIL MEMBER
SYLVIA CHAVEZ	COUNCIL MEMBER
JESSE RIVAS	COUNCIL MEMBER

CITY STAFF

LAURA GUTIERREZ	CITY MANAGER
JANE HURTADO	CITY CLERK
EDDIE SELF	PUBLIC WORKS DIR.
JESSE LLANAS	FIRE CHIEF
CHERYL FOWLER	POLICE CHIEF
GILBERT G. OTERO	CITY ATTORNEY

SHEET INDEX

1. TITLE SHEET
2. MAIN STREET EXISTING/DEMOLITION SITE PLAN
3. MAIN STREET IMPROVEMENT PLAN
4. MAIN STREET SECTION DETAILS
5. MAIN STREET DETAILS
6. MAIN STREET STRIPING AND SIGNAGE PLAN
7. MAIN STREET TRAFFIC CONTROL PLAN

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(760) 922-4568

PREPARED UNDER THE DIRECT SUPERVISION OF:

JAMES G. JACK HOLT

R.C.E. No. 31773

REG. EXP. 12/31/2026

DATE 06/23/2025

PROFESSIONAL ENGINEER * JAMES G. JACK HOLT * No. 31773 * Exp. 12-31-26 * CIVIL * STATE OF CALIFORNIA

PROJECT TITLE: CITY OF CALIPATRIA-
MAIN STREET ROADWAY IMPROVEMENT PROJECT BETWEEN LAKE AVENUE AND INTERNATIONAL BOULEVARD

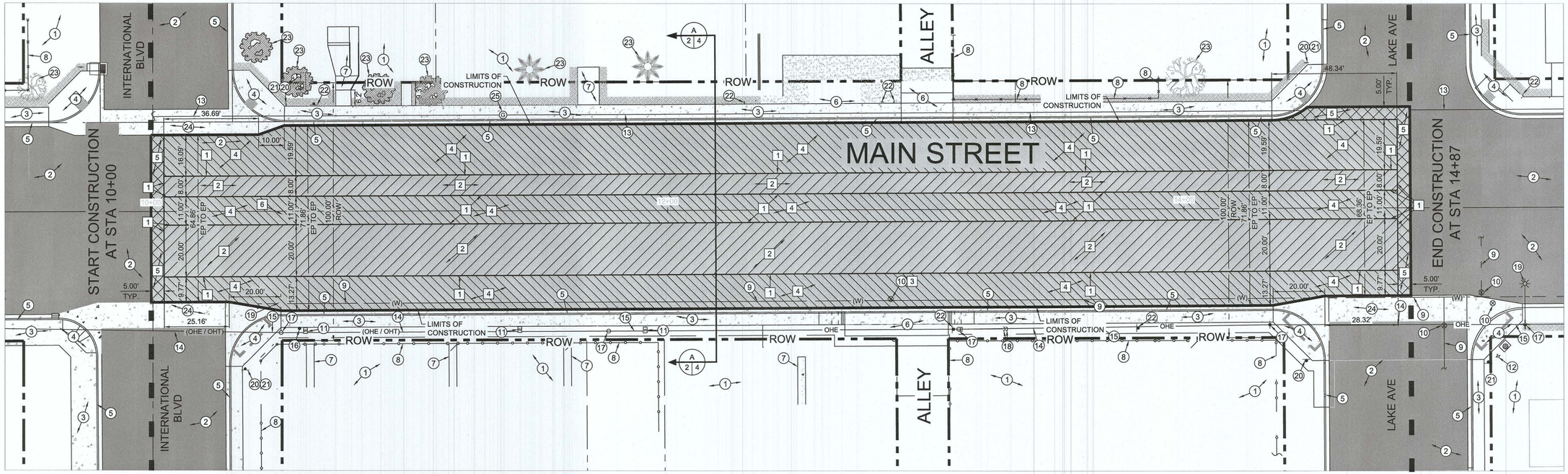
PROJECT NUMBER: 142.321

SHEET CONTENT: TITLE SHEET

DESIGN BY: RSN
DRAWN BY: RSN,CG,JM
CHK'D. BY: J.G.H.

SHEET No. 1 OF 7 SHEETS

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EXISTING KEYNOTES

1. EXISTING NATIVE MATERIAL TO REMAIN.
2. EXISTING A.C. PAVEMENT TO REMAIN.
3. EXISTING P.C.C. SIDEWALK TO REMAIN.
4. EXISTING P.C.C. HANDICAP RAMP TO REMAIN.
5. EXISTING P.C.C. CURB AND GUTTER TO REMAIN.
6. EXISTING P.C.C. DRIVEWAY TO REMAIN.
7. EXISTING P.C.C. SLAB TO REMAIN.
8. EXISTING CHAIN LINK FENCE TO REMAIN.
9. EXISTING WATER PIPELINE TO REMAIN.
10. EXISTING WATER VALVE TO REMAIN.
11. EXISTING WATER METER TO REMAIN.
12. EXISTING FIRE HYDRANT TO REMAIN.
13. EXISTING GAS PIPELINE TO REMAIN.
14. EXISTING OVERHEAD TELEPHONE LINES.
15. EXISTING OVERHEAD ELECTRICAL LINES.
16. EXISTING ELECTRICAL BOX TO REMAIN.
17. EXISTING POWER AND/OR TELEPHONE POLE TO REMAIN.
18. EXISTING GUY WIRE TO REMAIN.
19. EXISTING STREET LIGHT TO REMAIN.
20. EXISTING STREET NAME SIGN TO REMAIN.
21. EXISTING STOP SIGN TO REMAIN.
22. EXISTING POLE MOUNTED SIGN TO REMAIN.
23. EXISTING TREE TO REMAIN.
24. EXISTING P.C.C. CROSS GUTTER TO REMAIN.
25. EXISTING GAS VALVE TO REMAIN.

DEMOLITION KEYNOTES:	LEGEND
1 SAWCUT THE EXISTING A.C. PAVEMENT FOR THE FULL DEPTH OF THE A.C. PAVEMENT. SEE SECTION DETAIL A ON SHEET 4.	
2 REMOVE AND DISPOSE OF THE FULL DEPTH OF THE EXISTING A.C. PAVEMENT TO THE TOP OF THE EXISTING CLASS 2 BASE WITHIN THE SAWCUT AREAS. SEE SECTION DETAIL A ON SHEET 4 AND DETAIL C ON SHEET 5.	
3 CONTRACTOR TO DEMOLISH AND DISPOSE OF THE EXISTING P.C.C. COLLARS OF, THEN LOWER THE EXISTING WATER VALVE RISERS AND COVERS TO 4" BELOW FINISH GRADE PRIOR TO COLD-PLANING ACTIVITIES.	
4 COLD-PLANE THE EXISTING A.C. PAVEMENT FOR A DEPTH OF 2 ½". SEE SECTION DETAIL A ON SHEET 4 AND DETAIL C ON SHEET 5.	
5 COLD-PLANE THE EXISTING A.C. PAVEMENT FOR A DEPTH OF 1 ½". SEE DETAIL C ON SHEET 5.	
6 REMOVE THE EXISTING TRAFFIC SIGNS. RESIDENT ENGINEER TO DETERMINE WHICH SIGNS SHALL BE STORED THEN REINSTALLED OR REPLACED. ORIGINAL SIGNS THAT ARE REPLACED SHALL BE DELIVERED TO CITY OF CALIPATRIA PUBLIC WORKS. REMOVE AND DISPOSE OF THE EXISTING SIGNPOST AND FOOTING.	

N

20 0 20 40 60

SCALE 1"= 20'

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The Holt Group, Inc.
ENGINEERING · PLANNING · SURVEYING

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Blythe, CA 92225
(760) 922-4658

NO.	REVISIONS:	APPROVED	DATE

UNAUTHORIZED CHANGES & USES: The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.

DESIGN BY:

DRAWN BY:

CHECKED BY: JGH

PROJECT BENCH MARK:

REGISTERED PROFESSIONAL ENGINEER JAMES G. HOLT No. 31773 Exp. 12-31-26 CIVIL STATE OF CALIFORNIA

PREPARED UNDER THE DIRECT SUPERVISION OF:

JAMES G. "JACK" HOLT — 31773 R.C.E. NO.

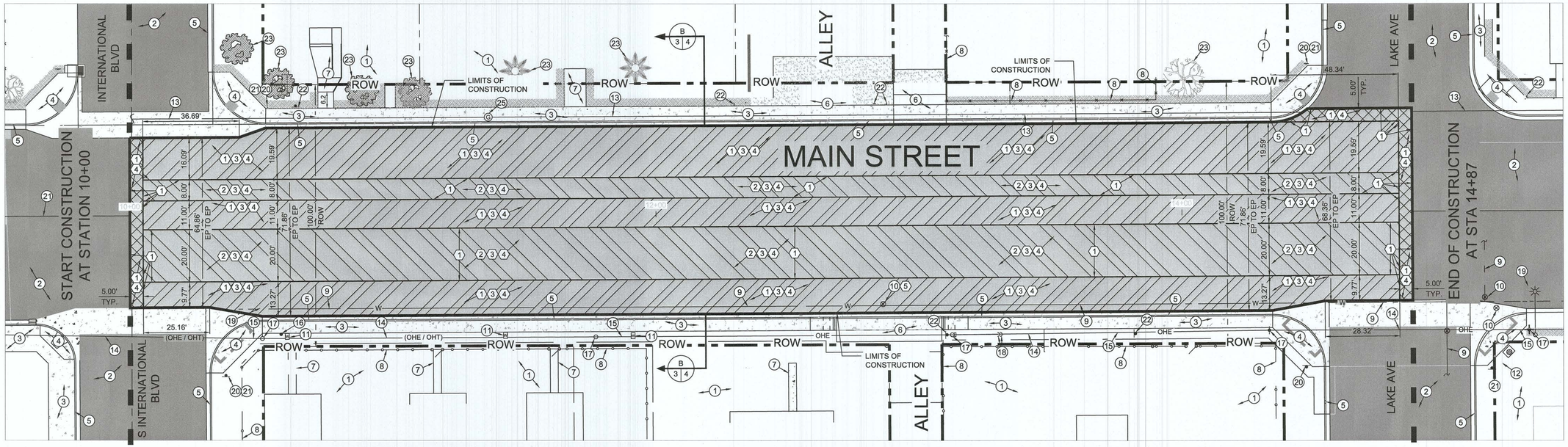
06/23/2025 DATE — 12/31/2026 REG. EXP.

PROJECT TITLE: CITY OF CALIPATRIA
MAIN STREET ROADWAY IMPROVEMENT PROJECT BETWEEN LAKE AVENUE AND INTERNATIONAL BOULEVARD

SHEET CONTENT: MAIN STREET EXISTING/DEMOLITION SITE PLAN

SHEET 2 OF 7 SHEETS

JOB NO. 142.321



EXISTING KEYNOTES

1. EXISTING NATIVE MATERIAL TO REMAIN.
2. EXISTING A.C. PAVEMENT TO REMAIN.
3. EXISTING P.C.C. SIDEWALK TO REMAIN.
4. EXISTING P.C.C. HANDICAP RAMP TO REMAIN.
5. EXISTING P.C.C. CURB AND GUTTER TO REMAIN.
6. EXISTING P.C.C. DRIVEWAY TO REMAIN.
7. EXISTING P.C.C. SLAB TO REMAIN.
8. EXISTING CHAIN LINK FENCE TO REMAIN.
9. EXISTING WATER PIPELINE TO REMAIN.
10. EXISTING WATER VALVE TO REMAIN.
11. EXISTING WATER METER TO REMAIN.
12. EXISTING FIRE HYDRANT TO REMAIN.
13. EXISTING GAS PIPELINE TO REMAIN.
14. EXISTING OVERHEAD TELEPHONE LINES.
15. EXISTING OVERHEAD ELECTRICAL LINES.
16. EXISTING ELECTRICAL BOX TO REMAIN.
17. EXISTING POWER AND/OR TELEPHONE POLE TO REMAIN.
18. EXISTING GUY WIRE TO REMAIN.
19. EXISTING STREET LIGHT TO REMAIN.
20. EXISTING STREET NAME SIGN TO REMAIN.
21. EXISTING STOP SIGN TO REMAIN.
22. EXISTING POLE MOUNTED SIGN TO REMAIN.
23. EXISTING TREE TO REMAIN.
24. EXISTING P.C.C. CROSS GUTTER TO REMAIN.
25. EXISTING GAS VALVE TO REMAIN.

CONSTRUCTION KEYNOTES:

1. CONTRACTOR IS TO UNIFORMLY TACK COAT THE SURFACES WITH A GRADE SS-1H EMULSIFIED ASPHALT IN CONFORMANCE WITH CALTRANS 2024 STANDARD SPECIFICATIONS, SECTION 39. SEE SECTION DETAIL B ON SHEET 4 AND DETAIL C ON SHEET 5.
2. INSTALL 3 ½" OF A.C. PAVEMENT. SEE SECTION DETAIL B ON SHEET 4 AND DETAIL C ON SHEET 5.
3. INSTALL 1" OF CONVENTIONAL A.C. LEVELING COURSE. SEE SECTION DETAIL B ON SHEET 4 AND DETAIL C ON SHEET 5.
4. INSTALL CLASS I PAVEMENT GRID PER CALTRANS SPECIFICATIONS OVER THE 1" LEVELING COURSE OR COLD-PLANED EXISTING A.C. PAVEMENT. INSTALL 1 ½" OF ARHM OVERLAY OVER THE CLASS I PAVEMENT GRID. SEE SECTION DETAIL B ON SHEET 4 AND DETAIL C ON SHEET 5.
5. ADJUST THE PREVIOUSLY LOWERED WATER VALVE RISERS AND COVERS TO THE FINISH GRADE OF THE NEW PAVEMENT. SEE DETAIL A ON SHEET 5.

LEGEND

	TACK COAT, A.C. LEVELING COURSE, PAVEMENT GRID, AND ARHM
	3 ½" A.C. PAVEMENT, A.C. LEVELING COURSE, PAVEMENT GRID, AND ARHM
	TACK COAT, PAVEMENT GRID, AND ARHM

N

20 0 20 40 60

SCALE 1"= 20'

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DRAWN BY:

CHECKED BY: JGH

PROJECT BENCH MARK:

REGISTERED PROFESSIONAL ENGINEER JAMES G. HOLT No. 31773 Exp. 12-31-26 CIVIL STATE OF CALIFORNIA

PREPARED UNDER THE DIRECT SUPERVISION OF:

JAMES G. "JACK" HOLT — 31773 R.C.E. NO.

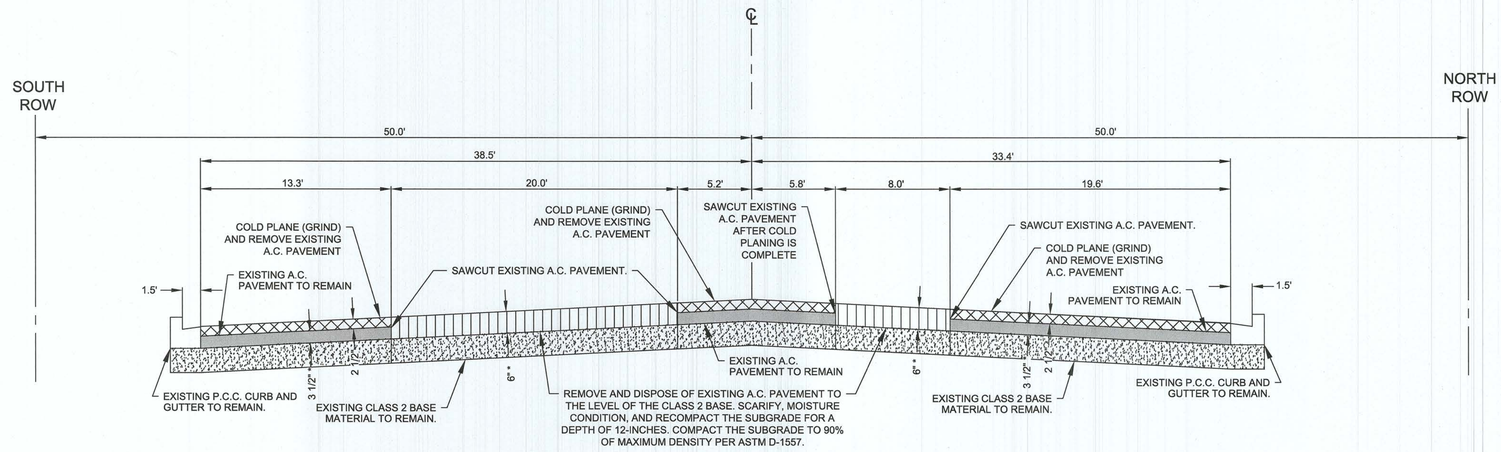
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PROJECT TITLE: CITY OF CALIPATRIA
MAIN STREET ROADWAY IMPROVEMENT PROJECT BETWEEN LAKE AVENUE AND INTERNATIONAL BOULEVARD

SHEET CONTENT: MAIN STREET IMPROVEMENT PLAN

SHEET 3 OF 7 SHEETS

JOB NO. 142.321



MAIN STREET TYPICAL ROADWAY SECTION - DEMOLITION (A 2|4)
NOT TO SCALE

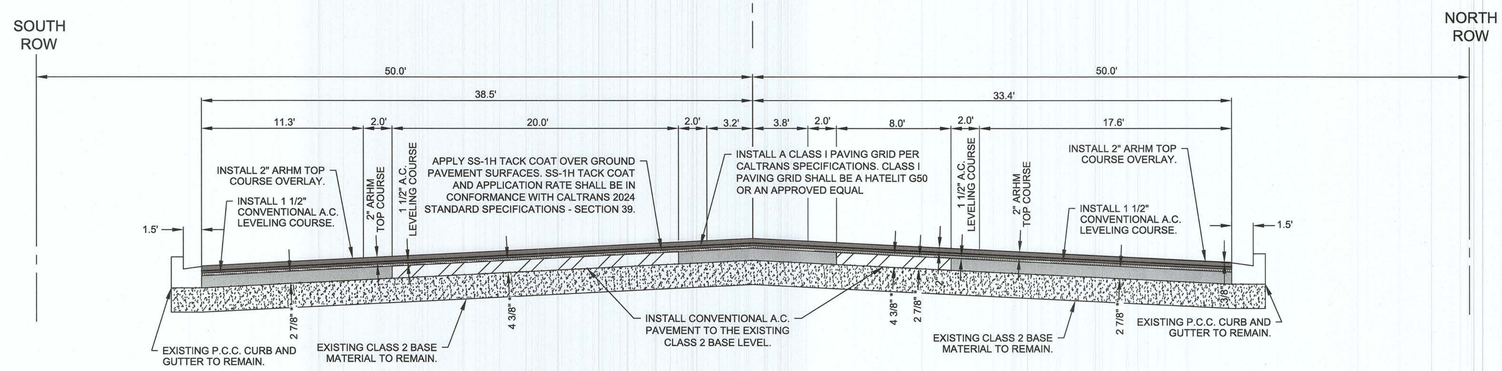
NOTE:
*THE EXACT DEPTH OF THE EXISTING A.C. PAVEMENT IS UNKNOWN. IT WAS ESTIMATED THAT THE EXISTING A.C. PAVEMENT THICKNESS WAS 6 INCHES DURING THE DESIGN PERIOD. THE CONTRACTOR SHALL DETERMINE THE EXACT THICKNESS OF THE EXISTING PAVEMENT PRIOR TO GRINDING AND SAWCUTTING THE PAVEMENT BY POT-HOLING AT LOCATIONS DETERMINED BY THE CONSTRUCTION MANAGER AND THE CITY OF CALIPATRIA PUBLIC WORKS DIRECTOR. IF THE PAVEMENT THICKNESS IS LESS THAN 6 INCHES, NOTIFY THE DESIGN ENGINEER IMMEDIATELY TO EVALUATE THE DESIGN OF THE PAVEMENT SECTION.

POTHOLE NOTE:

THE VERTICAL AND HORIZONTAL LOCATION OF EXISTING UNDERGROUND UTILITIES ILLUSTRATED ON THE PLANS ARE APPROXIMATE. AN EFFORT HAS BEEN MADE TO OBTAIN AS-BUILT PLANS IN ORDER TO ACCURATELY ILLUSTRATE THE EXISTING KNOWN UTILITES DURING THE DESIGN PHASE; HOWEVER, THERE MAY BE ADDITIONAL UNDERGROUND UTILITIES WHICH ARE NOT ILLUSTRATED ON THE PLANS. THE CONTRACTOR SHALL "POTHOLE" ALL UTILITIES LOCATED WITHIN THE PROJECT SITE A MINIMUM OF SEVEN (7) CALENDAR DAYS PRIOR TO THE COMMENCEMENT OF EXCAVATION ACTIVITIES. THE CONTRACTOR SHALL COORDINATE THE POTHOLING WITH THE UTILITY COMPANIES AND ENGINEER. THE CONTRACTOR SHALL POTHOLE AND EXPOSE THE UTILITIES, DETERMINE THE EXACT HORIZONTAL LOCATION AND DEPTH OF THE UTILITIES, AND OBTAIN OTHER UTILITY INFORMATION SUCH AS TYPE, SIZE, AND, MATERIAL OF THE UTILITIES. THE EXISTING UTILITY INFORMATION DISCOVERED DURING POTHOLING ACTIVITIES SHALL BE ILLUSTRATED ON THE AS-BUILT PLANS.

PAVEMENT REPAIR LEGEND

ITEM NO.	ITEM	LEGEND
1	EXISTING A.C. PAVEMENT TO REMAIN	
2	PAVEMENT REMOVAL	
3	GRIND	
4	A.C. PAVEMENT	
5	LEVELING COURSE	
6	ARHM OVERLAY	



MAIN STREET TYPICAL ROADWAY SECTION - IMPROVEMENT (B 3|4)
NOT TO SCALE



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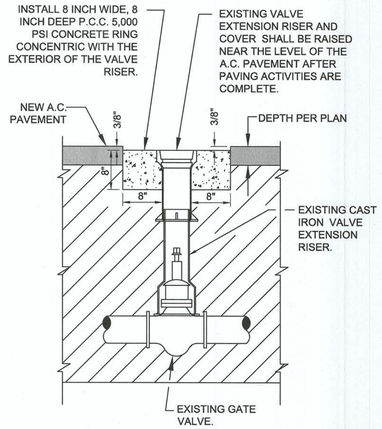
PREPARED UNDER THE DIRECT SUPERVISION OF:
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PROJECT TITLE: CITY OF CALIPATRIA
MAIN STREET ROADWAY IMPROVEMENT PROJECT BETWEEN LAKE AVENUE AND INTERNATIONAL BOULEVARD

SHEET CONTENT: MAIN STREET SECTION DETAILS

SHEET 4 OF 7 SHEETS
JOB NO. 142.321

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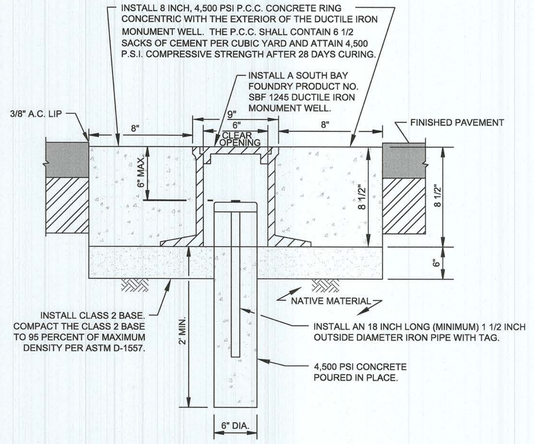
NOTES:

1. EXISTING VALVE RISER SHALL BE LOWERED TO DESIGNED SUBGRADE PRIOR TO THE PLACEMENT OF CLASS 2 BASE.
2. THE CONTRACTOR SHALL RAISE THE EXISTING VALVE EXTENSION RISER AND COVER TO NEAR THE LEVEL OF THE NEW A.C. PAVEMENT AS ILLUSTRATED ON EXISTING VALVE RISER DETAIL D ON THIS SHEET.

WATER VALVE RISER DETAIL

NTS

A | 4 | 5



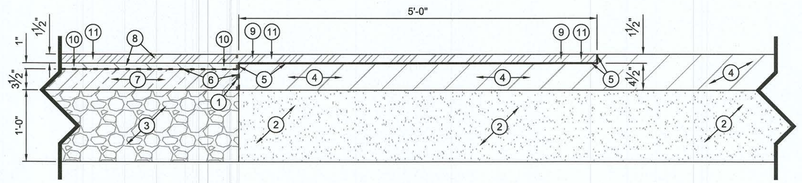
NOTES:

1. THE PERMANENT STREET MONUMENT SHOWN HEREON IS TO BE INSTALLED AT STREET INTERSECTIONS OR OTHER LOCATIONS AS REQUIRED.
2. ALL MATERIALS USED IN MANUFACTURING OF MONUMENT WELL SHALL CONFORM TO ASTM 48, CLASS 35B.
3. CASTINGS SHALL BE DIPPED IN BLACK, BITUMINOUS PAINT.
4. FRAME AND COVER SHALL MEET H-20 WHEEL LOADING.

SURVEY MONUMENT DETAIL

CITY OF CALIPATRIA STANDARD DETAIL S-135
NTS

B | 4 | 5



GREEN HATCH

ORANGE HATCH

KEYNOTES:

1. SAWCUT THE EXISTING A.C. PAVEMENT FOR THE FULL DEPTH OF THE A.C. PAVEMENT **ONLY** WHERE THE FULL DEPTH OF THE A.C. PAVEMENT IS PLANNED TO BE REPLACED. SEE PLAN VIEWS ON SHEETS 2 AND 3, AND SECTION DETAIL A ON SHEET 4.
2. EXISTING CLASS 2 BASE TO REMAIN.
3. EXISTING CLASS 2 BASE TO EITHER REMAIN; **OR** BE SCARIFIED, MOISTURE CONDITIONED, AND RECOMPACTED TO 90% OF MAXIMUM DENSITY PER ASTM D-1557 DEPENDING ON LOCATION. SEE PLAN VIEWS ON SHEETS 2 AND 3, AND SECTION DETAIL A ON SHEET 4.
4. EXISTING A.C. PAVEMENT TO REMAIN.
5. CLEAR OF ANY FOREIGN MATERIAL THEN APPLY SS-1H TACK COAT TO THE SURFACE. SEE PLAN VIEWS ON SHEETS 2 AND 3, AND SECTION DETAIL B ON SHEET 4.
6. CLEAR OF ANY FOREIGN MATERIAL. APPLY SS-1H TACK COAT **ONLY** TO THE SURFACE IF ADJACENT TO EXISTING A.C. PAVEMENT. SEE PLAN VIEWS ON SHEETS 2 AND 3, AND SECTION DETAIL B ON SHEET 4.
7. EXISTING A.C. PAVEMENT TO EITHER REMAIN; **OR** BE REMOVED, DISPOSED OF, AND REPLACED WITH NEW A.C. PAVEMENT DEPENDING ON LOCATION. SEE PLAN VIEWS ON SHEETS 2 AND 3, AND SECTION DETAILS ON SHEET 4.
8. COLD-PLANE THE EXISTING A.C. PAVEMENT FOR A DEPTH OF 2 ½" **IF** NOT WITHIN THE PAVEMENT FAILURE AREA WHERE THE FULL DEPTH OF THE PAVEMENT HAD TO BE REMOVED. SEE SECTION DETAIL A ON SHEET 4.
9. COLD-PLANE THE EXISTING A.C. PAVEMENT FOR A DEPTH OF 1 ½" IN A 5'-0" WIDE "STRIP" AROUND THE REST OF THE A.C. DEMOLITION WHERE NEW A.C. PAVEMENT WILL MATCH TO EXISTING A.C. PAVEMENT.
10. INSTALL 1" OF CONVENTIONAL A.C. LEVELING COURSE. SEE SECTION DETAIL B ON SHEET 4.
11. INSTALL CLASS I PAVEMENT GRID PER CALTRANS SPECIFICATIONS OVER THE 1" LEVELING COURSE OR COLD-PLANED EXISTING A.C. PAVEMENT. INSTALL 1 ½" OF ARHM OVERLAY OVER THE CLASS I PAVEMENT GRID. SEE SECTION DETAIL B ON SHEET 4.

COLD PLANE DETAIL

SCALE: 1" = 1'

C | 4 | 5

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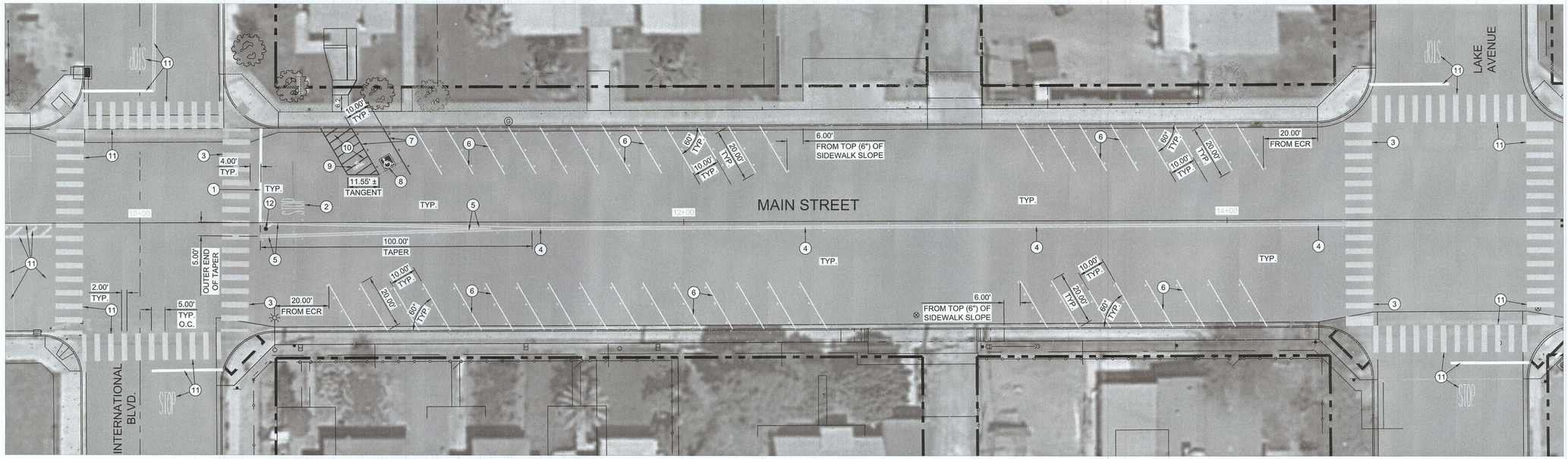
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MAIN STREET ROADWAY IMPROVEMENT PROJECT BETWEEN LAKE AVENUE AND INTERNATIONAL BOULEVARD

SHEET CONTENT: MAIN STREET DETAILS

SHEET 5 OF 7 SHEETS

JOB NO. 142.321



STRIPING KEYNOTES:

1. INSTALL 1'-0"-WIDE LIMIT LINE (STOP LINE) PER CALTRANS 2024 STANDARD PLAN A24G 4'-0" UPSTREAM ON CENTER OF THE NEAREST CROSSWALK.
2. INSTALL "STOP" WORD PER CALTRANS 2024 STANDARD PLAN A24D WITH THE TOP OF THE WORD 8'-0" DOWNSTREAM OF THE NEAREST LIMIT LINE.
3. INSTALL WHITE, 10'-0"-WIDE CONTINENTAL CROSSWALK WITH 2'-0"-WIDE MARKINGS AT 5'-0" SPACING ON CENTER PER CALTRANS 2024 STANDARD PLAN A24F. THE INSIDE EDGE OF THE CROSSWALK SHALL BE COLLINEAR WITH THE CURB FACE OF THE STREET TO WHICH THE CROSSWALK IS PARALLEL.
4. INSTALL NO PASSING ZONE - TWO DIRECTION PER CALTRANS 2024 STANDARD PLAN A20A, DETAIL 22 ALONG THE ℄ OF THE ROADWAY.
5. INSTALL MEDIAN ISLAND PER CALTRANS 2024 STANDARD PLAN A20B, DETAIL 29 AT A TAPER AS SHOWN ON THE PLANS CENTERED ON THE ℄ OF THE ROADWAY.
6. INSTALL 0'-4"-WIDE WHITE LINE TO DELINEATE PARKING SPACES FOR THE LENGTHS, AT THE SPACING, AND WITH THE CLEARANCE FROM NEARBY OBJECTS AS SHOWN ON THE PLANS. DIMENSIONS ARE GIVEN SO THAT THE CONTRACTOR CAN MEASURE, STAKE, AND STRIPE PARKING SPACES GOING WITH THE DIRECTION OF TRAVEL. INSTALL 3 CLEAR RETROREFLECTIVE RAISED PAVEMENT MARKERS (RRPMs) AT EQUAL SPACING 0'-2" FROM THE RIGHT SIDE OF EACH INDIVIDUAL LINE.
7. INSTALL 0'-4"-WIDE BLUE LINE TO DELINEATE THE ACCESSIBLE PARKING SPACE AND ACCESSIBLE AISLE FOR THE LENGTHS, AT THE SPACING, AND WITH THE CLEARANCE FROM NEARBY OBJECTS AS SHOWN ON THE PLANS. INSTALL 4 BLUE RRPMs AT EQUAL SPACING 0'-2" FROM THE RIGHT SIDE OF ONLY EACH LINE PARALLEL TO THE PARKING SPACE.
8. INSTALL INTERNATIONAL SYMBOL OF ACCESSIBILITY PER CALTRANS 2024 STANDARD PLAN A24C AS SHOWN ON THE PLANS.
9. INSTALL "NO PARKING" WORD PER CALTRANS 2024 STANDARD PLAN A24E AS SHOWN ON THE PLANS. DO NOT STRIPE BLUE LINES WITHIN THE FOOTPRINT OF THIS WORD.
10. INSTALL 0'-4" BLUE LINES AT 3'-0" SPACING ON CENTER, ANGLED 45° RELATIVE TO THE PARKING SPACE TO DENOTE THE ACCESSIBILITY AISLE. DO NOT STRIPE BLUE LINES WITHIN THE FOOTPRINT OF THE "NO PARKING" WORD.
11. EXISTING STRIPING TO REMAIN AS SURFACE IMPROVEMENTS DO NOT EXTEND INTO THIS AREA. IF THE RESIDENT ENGINEER FINDS THIS STRIPING TO BE IN POOR CONDITION OR IF THE STRIPING IS DAMAGED DURING CONSTRUCTION, IT MAY BE REPLACED AND ACCOUNTED FOR IN AS-BUILT PLANS AND PAYMENT REQUESTS.

SIGNAGE KEYNOTES:

12. INSTALL THE FOLLOWING SIGNS (REUSE THOSE PREVIOUSLY REMOVED AND STORED, IF AVAILABLE; OTHERWISE, SUPPLY REPLACEMENT SIGNS) FROM TOP TO BOTTOM PER CALTRANS 2024 STANDARD PLAN RS1:
    - "STOP" (R1-1)
    - "ALL WAY" (PLAQUE) (R1-3P)
    - "NO U TURN" (R3-4)
    - "SCHOOL" (S1-1)

STRIPING MANIFEST

KEYNOTE	TYPE	CALTRANS 2024 STANDARD PLAN, DETAIL	COLOR	DIMENSIONS	UNIT	QUANTITY
1	LIMIT LINE (STOP LINE)	A24G	WHITE	1'-0" WIDTH	L.F.	35
					EA	1
2	"STOP" WORD	A24D	WHITE	A = 22 FT^2	EA	1
3	CONTINENTAL CROSSWALK	A24F	YELLOW	10'-0" WIDTH, 2'-0"-WIDE MARKINGS, 5'-0" SPACING ON CENTER	L.F.	516
					EA OF CROSSWALK PATHS	8
					EA OF INDIVIDUAL MARKINGS	108
4	NO PASSING ZONE - TWO DIRECTION	A20A, 22	YELLOW	SECTION WIDTHS: RRPM, 0'-2" SPACE, 0'-6" LINE, 0'-3" SPACE, 0'-6" LINE, 0'-2" SPACE, RRPM	L.F. (RPMs VARY)	300
5	MEDIAN ISLAND	A20B, 29	YELLOW	SECTION WIDTHS: RRPM, 0'-2" SPACE, 0'-6" LINE, 0'-3" SPACE, 0'-6" LINE, VARIABLE SPACE, 0'-6" LINE, 0'-3" SPACE, 0'-5" LINE, 0'-2" SPACE, RRPM	L.F. (TOTAL DOUBLE-YELLOW LINES) (RRPMs VARY)	200
					L.F. (DOUBLE-DOUBLE-YELLOW LINES) (RRPMs VARY)	100
6	GENERAL PARKING SPACE	A90A	WHITE	0'-4" WIDTH	L.F.	1,100
					EA OF INDIVIDUAL LINES	44
					EA OF RRPMs (4 PER LINE)	176
7	ACCESSIBLE PARKING SPACE	A90A	BLUE	0'-4" WIDTH	L.F.	102
					EA OF INDIVIDUAL LINES	2
					EA OF RRPMs (4 PER LINE)	8
8	INTERNATIONAL SYMBOL OF ACCESSIBILITY	A24C	WHITE ON BLUE	A (WHITE) = 9 FT^2, A (BLUE) = 14 FT^2	EA	1
9	"NO PARKING" WORD	A24E	WHITE	A = 2 FT^2	EA	1
10	ACCESSIBILITY AISLE	A90A	BLUE	0'-4" WIDTH, 3'-0" SPACING ON CENTER, 45° ANGLE RELATIVE TO PARKING SPACE	L.F. OF INDIVIDUAL LINES	240
					S.F.	735

SIGNAGE MANIFEST

KEYNOTE	TYPE	CA MUTCD CODE	COLOR	DIMENSIONS (BOUNDING BOX)	UNIT	QUANTITY
12	"STOP"	R1-1	WHITE ON RED	30" X 30"	EA	1
	"ALL WAY" (PLAQUE)	R1-3P	WHITE ON RED	18" X 6"	EA	1
	"NO U TURN"	R3-4	BLACK AND RED ON WHITE	24" X 24"	EA	1
	"SCHOOL"	S1-1	BLACK ON FLUORESCENT YELLOW-GREEN	36" X 36"	EA	1

20 0 20 40 60
SCALE 1"= 20'

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MAIN STREET ROADWAY IMPROVEMENT PROJECT BETWEEN LAKE AVENUE AND INTERNATIONAL BOULEVARD

SHEET CONTENT: MAIN STREET STRIPING AND SIGNAGE PLAN

SHEET 6 OF 7 SHEETS
JOB NO. 142.321

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TTC KEYNOTES:

1. INSTALL "NO PARKING" SIGNS INDICATING THE CLOSURE START DATE AND TIME ON TRAFFIC CONES OR DELINEATORS AT SPACING ON CENTER TO BE DETERMINED BY THE CONTRACTOR AT LEAST 72 HOURS PRIOR TO CLOSURE. NOT NECESSARY IN EXISTING MARKED AND/OR STATUTORY "NO PARKING" ZONES. THESE SIGNS MAY BE REMOVED UPON TTC INSTALLATION. (MAGENTA.)
2. INSTALL "NO PARKING" SIGNS INDICATING THE CLOSURE START DATE AND TIME ON TRAFFIC CONES OR DELINEATORS AT SPACING ON CENTER TO BE DETERMINED BY THE CONTRACTOR AT LEAST 72 HOURS PRIOR TO CLOSURE. NOT NECESSARY IN EXISTING MARKED AND/OR STATUTORY "NO PARKING" ZONES. THESE SIGNS ARE TO REMAIN IN PLACE UNTIL THE TTC HAS BEEN REMOVED. (RED.)
3. INSTALL TYPE III BARRICADES (ENOUGH TO SPAN SHOWN WIDTH) AS ORIENTED ON THE PLANS.
4. INSTALL TTC SIGN ON A TYPE II BARRICADE WITH A TYPE B AMBER FLASHING BEACON AS ORIENTED ON THE PLANS AND AS SPECIFIED BY THE MUTCD SUB-TYPE AND SIZE. SIGNS PLACED WITHIN THE ROADWAY SHALL BE ACCOMPANIED BY A TRAFFIC CONE POSITIONED BETWEEN THE SIGN AND THE NEAREST PATH OF VEHICULAR TRAVEL.
5. INSTALL PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) CYCLING BETWEEN THE FOLLOWING MESSAGES:

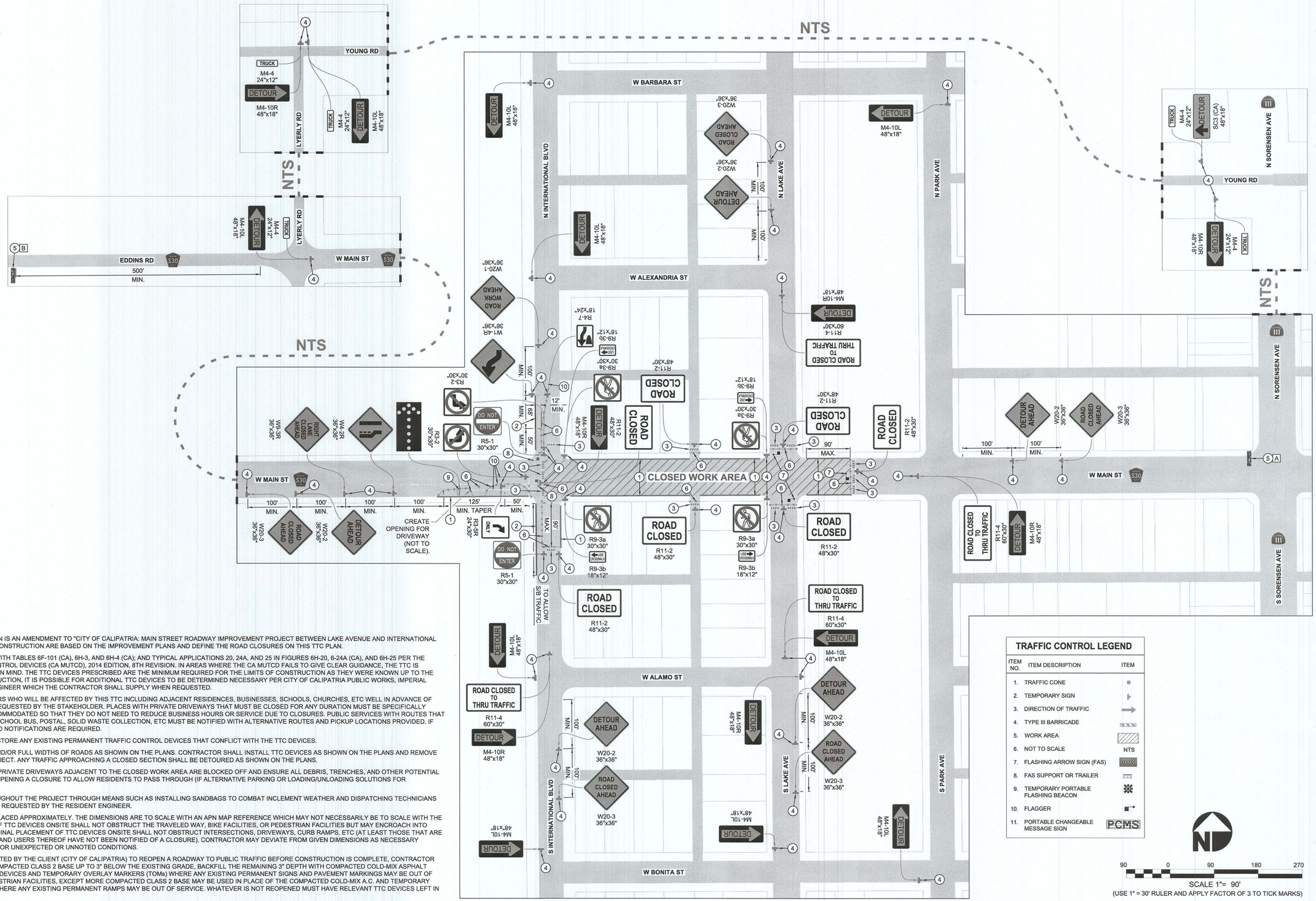
   [A] W/B W MAIN ST (CR-S30) JUST PAST SORENSEN AVE (CA-111):

NO THRU	**DETOUR**
TRUCKS	**RIGHT TO**
TURN NOW	**YOUNG RD**

   [B] E/B EDDINS RD (CR-S30) 500' BEFORE LYERLY RD:

NO THRU	**DETOUR**
TRUCKS	**LEFT TO**
AHEAD	**YOUNG RD**

6. INSTALL TRAFFIC CONES AT 12-FOOT SPACING ON CENTER.
7. OPTIONALLY ASSIGN CERTIFIED FLAGGERS AS CONTRACTOR DEEMS NECESSARY TO GUIDE AUTHORIZED VEHICLES IN AND OUT OF THE SITE. REQUIRED IF A BUSINESS NEEDS SPECIFIC VEHICULAR ACCESS IN ORDER TO CONDUCT BUSINESS AS USUAL. ENSURE A SAFE PATH OF TRAVEL AND COMMUNICATE DIRECTIONS CLEARLY TO BUSINESS DRIVERS BEFORE PERMITTING THEM TO DRIVE WITHIN THE SITE. (BLACK.)
8. ASSIGN CERTIFIED FLAGGERS TO STOP SOME OR ALL DIRECTIONS OF TRAFFIC AT THE INTERSECTION OF W MAIN ST (CR-S30) / INTERNATIONAL BLVD (S/B THRU, S/B RIGHT TO W/B, AND/OR E/B RIGHT TO S/B) PLUS ANY AFFECTED PEDESTRIAN CROSSING PATHS INTERMITTENTLY TO ACCOMMODATE STARTS OR ENDS OF COLD-PLANING, CRACK SEALING, TACK COATING, PAVING, AND GEOGRID LAYING PASSES. THIS INTERSECTION IS NOT INTENDED TO BE CLOSED FULL TIME DUE TO THE DEPENDENCY ON W MAIN ST (CR-S30) FOR SCHOOL AND TRUCK TRAFFIC. (RED.)
9. INSTALL FLASHING ARROW SIGN (ANY TYPE) AS ORIENTED AND WITH THE ARROW PATTERN AS SPECIFIED ON THE PLANS.
10. EXISTING STRIPING TO REMAIN.


NTS
YOUNG RD
LYERLY RD
TRUCK
M4-4 24"x12"
DETOUR
M4-10R 48"x18"
M4-10L 48"x18"
EDDINS RD
S30
W MAIN ST
500' MIN.
W BARBARA ST
N INTERNATIONAL BLVD
N LAKE AVE
N PARK AVE
W ALEXANDRIA ST
N SORENSEN AVE
111
SC3 (CA) 48"x18"
W20-3 36"x36"
ROAD CLOSED
R11-2 48"x30"
ROAD CLOSED TO THRU TRAFFIC
R11-4 60"x30"
M4-10R 48"x18"
DETOUR AHEAD
W20-2 36"x36"
ROAD CLOSED AHEAD
W20-3 36"x36"
100' MIN.
90' MAX.
CLOSED WORK AREA
W ALAMO ST
W BONITA ST
S INTERNATIONAL BLVD
S LAKE AVE
S PARK AVE
S SORENSEN AVE
ROAD CLOSED THRU TRAFFIC
R11-4 60"x30"
M4-10R 48"x18"
100' MIN.
125' MIN. TAPER
50' MIN.
CREATE OPENING FOR DRIVEWAY (NOT TO SCALE).
R3-5R 24"x30"
ONLY
DO NOT ENTER
R5-1 30"x30"
R9-3a 30"x30"
R9-3b 18"x12"
USE DUSKBUSK
TO ALLOW S/B TRAFFIC
W20-1 36"x36"
ROAD WORK AHEAD
W1-4R 36"x36"
R4-7 18"x24"
R9-33 30"x30"
R3-2 30"x30"
W8-3R 36"x36"
RIGHT LANE CLOSED AHEAD
W8-27R 36"x36"
M4-10L 48"x18"
M4-10R 48"x18"
W20-1 36"x36"
W20-3 36"x36"
W20-2 36"x36"
W20-2 36"x36"
R11-4 60"x30"
ROAD CLOSED TO THRU TRAFFIC
DETOUR AHEAD
ROAD CLOSED AHEAD
90' MAX.
100' MIN.
100' MIN.
TRUCK
M4-4 24"x12"
SC3 (CA) 48"x18"
M4-10R 48"x18"
M4-4 24"x12"
TRUCK
DETOUR
M4-10L 48"x18"
M4-10R 48"x18"
M4-10L 48"x18"
M4-10L 48"x18"
M4-10L 48"x18"
M4-10R 48"x18"
M4-10L 48"x18"
M4-10L 48"x18"
M4-10R 48"x18"
M4-10L 48"x18"
M4-10L 48"x18"
M4-10L

CITY OF CALIPATRIA

MAIN STREET ROADWAY IMPROVEMENTS BETWEEN LAKE AVENUE AND INTERNATIONAL BOULEVARD
(PROJECT II)

FEDERAL-AID NO.: STPL - 5243 (019)



SEPTEMBER 24, 2025

SECTION I -- INVITATION FOR PROPOSALS

CITY OF CALIPATRIA
SOUTH BROWN AVENUE ROADWAY AND PEDESTRIAN FACILITIES IMPROVEMENT PROJECT BETWEEN MAIN STREET/STATE ROUTE 115 AND CHURCH STREET (PROJECT I)
FEDERAL AID PROJECT NO. CML - 5243 (018)
&
CITY OF CALIPATRIA
MAIN STREET ROADWAY IMPROVEMENTS BETWEEN LAKE AVENUE AND INTERNATIONAL BOULEVARD (PROJECT II)
FEDERAL AID PROJECT NO. STPL - 5243 (019)

The City of Calipatria is inviting bidders for two (2) projects, listed as follows:

PROJECT I: SOUTH BROWN AVENUE ROADWAY AND PEDESTRIAN FACILITIES IMPROVEMENT PROJECT BETWEEN MAIN STREET/STATE ROUTE 115 AND CHURCH STREET - FEDERAL AID PROJECT NO. CML - 5243 (018)

PROJECT II: MAIN STREET ROADWAY IMPROVEMENTS BETWEEN LAKE AVENUE AND INTERNATIONAL BOULEVARD - FEDERAL AID PROJECT NO. STPL - 5243 (019)

Each project's Invitation for Proposals is hereby incorporated by reference.

Bidders shall submit individual and separate proposals (bids) for each of the two (2) projects. The low bidder will be selected based on the Combined Total Bid by adding each of the above project's Total Bid. Award of both projects, if made, will be the responsive and responsible bidder with the lowest Combined Total Bid. The City reserves the right to reject any or all proposals and to waive any irregularities or informalities in the bidding process.

Sealed proposals will be received at the City Council Chambers, City Hall, City of Calipatria, 125 N. Park Avenue, Calipatria, California 92233 until 2:00 p.m. prevailing local time, **Tuesday, November 4, 2025**. At such time all **Combined Total Bid Proposals of Project I and Project II** will be publicly opened and read aloud. No late proposals will be accepted.

Three (3) separate sealed envelopes must be submitted, labeled as follows:

1. Sealed Proposal for PROJECT I – South Brown Avenue Roadway Improvements
2. Sealed Proposal for PROJECT II – Main Street Roadway Improvements
3. Sealed Proposal for Combined Total Bid Summary Form

Each envelope must clearly display the bidder's name, address, and a description of its contents as specified above.

PROJECT I DESCRIPTION: The work is located in the City of Calipatria, County of Imperial, State of California. The City of Calipatria has received federal funding to improve South Brown Avenue between Main Street/State Route 115 and Church Street. The project extends approximately 1,300 feet from Main Street/SR 115 to Church Street along South Brown Avenue. The proposed project includes widening and rehabilitation of existing roadway with new pavement section and construction of new PCC sidewalk, curb and gutter, ramps, driveways, and storm drainage facilities.

PROJECT II DESCRIPTION: The work is located in the City of Calipatria, County of Imperial, State of California. The City of Calipatria has received federal funding to improve Main Street between Lake Avenue and International Boulevard. The project extends approximately 420 feet from Lake Avenue to International Boulevard along Main Street. The proposed project includes improvements to the existing roadway surface by cold planing and overlaying with a leveling course, pavement grid, and asphalt pavement. Pavement striping is to occur after the placement of the asphalt pavement.

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

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

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

Only those firms who have purchased the bid documents will be provided any addendum(a) that may be issued for these projects prior to the bid opening date.

These projects are subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency act of 1991.

Bid security shall accompany the bid in the form of a certified or cashier's check, or a Bid Bond for ten percent (10%) of the maximum bid amount being proposed. The successful bidder shall furnish a payment bond and a performance bond, both equal to 100% of the contract amount.

Minimum wage rates for these projects as predetermined by the United States Department of Labor and State of California are set forth in the Instruction for Bidders section of the specifications. If there is a difference in wage rates predetermined by the Secretary of Labor Federal Davis-Bacon wage rates and the prevailing wage rates determined by the State of California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate.

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

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

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

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

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

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

The DBE Contract goal for Project I – South Brown Avenue Roadway Improvements is **16** percent.
The DBE Contract goal for Project II – Main Street Roadway Improvements is **22** percent.

The DBE Contract goals shall be managed independently for each project and must not be combined between projects. Refer to each project's specifications for further guidelines.

A **mandatory** pre-bid conference is scheduled for **Friday, October 10, 2025**, at 10:00 a.m. at Calipatria City Hall, 125 North Park Avenue, Calipatria, CA 92233. This conference is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities. Bidders attendance at this conference will be mandatory.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, 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.

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

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

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

Dated: Wednesday, September 24, 2025

Published: The Desert Review
Wednesday, September 24, 2025
Wednesday, October 1, 2025

Jane Hurtado, City Clerk
City of Calipatria

SECTION II -- INSTRUCTIONS TO BIDDERS

1. GENERAL

1.1 Bidding Procedures:

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

The bidder's attention is directed to the special provisions as contained within Section 3 of the Instruction for Bidders, Caltrans Standard Special Provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

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

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

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

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

1.2 Examination of Bidding Documents:

1.2.1 All interpretations and/or corrections of the bidding documents shall be in writing by The Holt Group, Inc., in the form of addenda. No other interpretations or corrections shall be considered valid for bidding purposes. Any bidder planning to submit a proposal is responsible for examining with appropriate care the complete specifications and all addenda, and is also responsible for informing itself with respect to all conditions that might in any way affect the performance of any work.

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

1.3 Qualification of Bidders:

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

1.4 Preparation and Submission of Proposals:

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

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

1.5 Site Inspection and Conditions:

1.5.1 In addition to examination of the specification, each prospective bidder shall make whatever other arrangements are necessary to become fully informed regarding all existing and expected conditions and matters which could affect any work or performance of any work in any way, and especially the cost of performing any work. Arrangements may be made for visiting the project area by contacting the City. Any failure to fully investigate the site or the foregoing conditions shall not relieve the bidder from the responsibility for estimating properly the difficulty or cost of successfully performing any work. Neither the City nor any of its representatives or agents assume the responsibility for any understanding or representation made by the City or any of its representatives or agents prior to the execution of a contract pursuant to the specification.

1.5.2 Bidders must satisfy themselves of the accuracy of the estimated quantities on the drawings by examination of the site and a review of the drawings and specifications including addenda. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

1.6 Proposal Openings and Award of Contracts:

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

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

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

1.7 Acceptance or Rejection of Bids:

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

1.8 Worker's Compensation Notice:

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

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

1.9 Proposal Security:

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

1.10 Bonds and Insurance Policies:

The bidder to whom the contract award is made shall furnish to the City a performance bond and a payment bond, executed as surety by a corporation acceptable to the City and authorized to issue surety bonds in the State of California. Such bonds shall be substantially in the form included in Section VI of the specifications. Such performance bond and payment bond shall be for one hundred percent (100%)

of the total bid as set forth in the bidder's proposal. The entire cost of these bonds shall be borne by the successful bidder. The successful bidder shall, at the time of execution of the contract, deliver to the City two (2) copies of the certificates, on the carrier's forms, attesting to the fact that the required policies of insurance have been obtained.

1.11 Identification of Subcontractors:

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

1.12 Posting Requirements:

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

2. LABOR STANDARDS REQUIREMENTS

2.1 Wage Rates:

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

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

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

2.2 Specific Wage Rates for the Project:

This project is funded in total or in part from the Federal Highway Administration (FHWA) through the State of California Department of Transportation. This project must comply with BOTH the Federal Davis Bacon and Related Acts and the California Department of Industrial Relations, prevailing wage requirements.
The Federal Davis Bacon prevailing wage decisions may be found at the following web site:

https://beta.sam.gov/search?index=wd

FOR HARD COPIES, SEE SECTION IV – PREVAILING WAGE RATES

2.3 Statutory Penalty for Failure to Pay Minimum Wages:

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

2.4 Statutory Penalty for Unauthorized Overtime Work:

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

2.5 Apprenticeship Requirements:

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

2.6 Labor Compliance Documentation Requirements:

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

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

In the event, during the review process of labor compliance documentation from the awarding agencies labor compliance monitor, inaccurate, missing or incomplete information was provided, the labor compliance monitor will request from the prime contractor the items, revisions and documentation needed. The cost of this additional labor compliance enforcement will be borne by the prime contractor.

2.7 Public Works Projects Required Bid Language:

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public

shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

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

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

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

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

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

2.8. SB 854 Requirements

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

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

2.9. Public Works Contractor Registration Program

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

2.10. Bid Proposal Requirements

- **No contractor** or subcontractor may be listed on a bid proposal for a public works project unless registered with the California Department of Industrial Relations pursuant to the California Labor Code

section 1725.5 [with limited exception from this requirement for bid purposes only under California Labor Code section 1771.1(a)].

- **No contractor** or subcontractor may be awarded a contract for public work on a public works project unless registered with the California Department of Industrial Relations pursuant to California Labor Code section 1725.5.

- This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

2.11. Electronic Payroll Records

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

This requirement applies to all public works that are subject to the prevailing wage requirements of the California Labor Code, without regard to the funding source.

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

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

EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE

(For Local Assistance Construction Projects)

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

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

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

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

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

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

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

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

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

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

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

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

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

A. Nondiscrimination Statement

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

B. Contract Assurance

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

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

C. Prompt Progress Payment

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

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

D. Prompt Payment of Withheld Funds to Subcontractors

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

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

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

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

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

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

E. Termination and Replacement of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any

payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

Termination of DBE Subcontractors

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

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to

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

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

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

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

Replacement of DBE Subcontractors

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

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

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

a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
    - Quote for bid item work and description of work to be performed
    - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
    - Revised Subcontracting Request form
    - Revised Exhibit 15-G: Construction Contract DBE Commitment

2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
    - Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
    - Solicitations of DBEs for performance of work identified
    - Correspondence with interested DBEs that may have included contract details and requirements
    - Negotiation efforts with DBEs that reflect why an agreement was not reached
    - If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
    - Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
    - Additional documentation that supports the GFE

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

F. Commitment and Utilization

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

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

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

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

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation

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

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

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

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

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

G. Running Tally of Attainments

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

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

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

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

H. Commercially Useful Function

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

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

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

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

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

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.
The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.
The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as:

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

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

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

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

I. Use of Joint Checks

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

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

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

A request for a joint check agreement may be initiated by any party. If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).
Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

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

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

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

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

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

6. CHANGED CONDITIONS

A. Differing Site Conditions

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

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to

satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
   - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
   - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

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

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed. This work shall be diligently prosecuted to completion before the expiration of **45 CALENDAR DAYS** beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.
The Contractor shall pay to the City~~/County~~ of ***Calipatria*** the sum of **$ 3,600.00** per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

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

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

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

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

Manufactured Products

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

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

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

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

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

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

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

Buy America requirements do not apply to the following:
1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

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

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

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

10. PROMPT PAYMENT

A. FROM THE AGENCY TO THE CONTRACTORS

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

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

B. SUBMITTAL OF EXHIBIT 9-P

For projects awarded on or after September 1, 2023:

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

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

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

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

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

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION
CONTRACTS

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

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

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

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

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

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

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

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

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
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In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

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

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

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

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

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

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

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

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

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

3. Withholding for unpaid wages and liquidated damages

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

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

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. **Instructions for Certification – First Tier Participants:**

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. FEMALE AND MINORITY GOALS

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

The nationwide goal for female utilization is 6.9 percent.

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

MINORITY UTILIZATION GOALS

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

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

APPENDIX A

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

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment,

each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself,

its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non- discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title

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

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

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

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

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

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

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

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

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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

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

14. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is **0**.
This section applies if a number of trainees or apprentices is shown on the Notice of Bidders.
As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.
The prime contractor has primary responsibility for meeting this training requirement.
If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Each apprentice or trainee must:

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

Furnish the apprentice or trainee a:

1. Copy of the training plan approved by the U.S, Department of Labor or a training plan for trainees approved by both Caltrans and FHWA

2. Certification showing the type and length of training satisfactorily completed

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

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

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

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

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

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

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

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

4. Award and Execution of Contract :

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

Bid protests are to be delivered to the following address:

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

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

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

City of Calipatria
125 North Park Avenue
Calipatria, California 92233
(760) 348-4141

SECTION III -- CALTRANS LAPM FORMS

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

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1. LAPM 9-I: DLA DBE CONFIRMATION

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

DLA DBE CONFIRMATION

DOT LAPM 9-I (NEW 01/2023)

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

Bid Item Number	Item of work and description of services to be subcontracted or materials to be provided [1]	Amount ($)

[1] If 100% of an item is not to be performed or furnished by the DBE, describe the exact portion of the item to be performed or furnished.

DBE firms can use this form as a written confirmation or use an equivalent form. Written confirmation must be submitted no later than 4 pm on the 5th day of bid opening.

Total

As an authorized representative of a certified disadvantaged business enterprise, I confirm if the bidder is awarded the contract, my business will enter into a contractual agreement with the bidder or prime contractor to perform the type and dollar amount of work shown on the DBE Commitment form.

I certify under penalty of perjury that the foregoing is true and correct.

Signature of DBE's Authorized Representative

Printed Name of DBE's Authorized Representative

Title of DBE's Authorized Representative

Date

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

1.A INSTRUCTIONS – DLA DBE CONFIRMATION FORM

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

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

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

SECTION III -- CALTRANS LAPM FORMS

2. LAPM - EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

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

3. Project Description: _____

4. Project Location: _____

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

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

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

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

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

SECTION III -- CALTRANS LAPM FORMS

2.A INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

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

LOCAL AGENCY SECTION

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

SECTION III -- CALTRANS LAPM FORMS

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

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). ___**STPL-5243_(019)**_____ Bid Opening Date _____ CON

The _____City of Calipatria_____established a Disadvantaged Business Enterprise (DBE) goal of __**22**__% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

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

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

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

Publications	Dates of Advertisement

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

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

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

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

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

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

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results

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

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

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4. LAPM – EXHIBIT 16-B
DLA SUBCONTRACTING REQUEST

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

DLA SUBCONTRACTING REQUEST

DOT LAPM 16-B (NEW 12/2021)

REQUEST NUMBER

CONTRACTOR NAME	COUNTY	ROUTE
BUSINESS ADDRESS		CONTRACT NUMBER
CITY AND STATE	ZIP CODE	FEDERAL-AID PROJECT NUMBER *(from special provisions)*

SUBCONTRACTORS (Name, Business Address, Phone)	CA STATE CONTRACTOR LICENSE NUMBER	PUBLIC WORKS CONTRACTOR REGISTRATION NUMBER	BID ITEM NUMBER(S) (1 per line)	PERCENTAGE OF BID ITEM SUBCONTRACTED	CHECK IF (See Categories Below) 1	CHECK IF (See Categories Below) 2	DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBCONTRACTED	DOLLAR AMOUNT BASED ON BID AMOUNT

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

I certify that:

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

CONTRACTOR'S SIGNATURE — DATE

This section is to be completed by the resident engineer.

1. Total of bid items	$
2. Bid items previously subcontracted	$
3. Bid items subcontracted (this request)	$
4. Total of lines 2 and 3	$
5. Maximum amount of work allowed to be subcontracted (multiply line 1 by %)	$
6. Minimum amount prime contractor must perform with own forces (multiply line 1 by %)	$

APPROVED

RESIDENT ENGINEER'S SIGNATURE — DATE

Copy Distribution: Original - Contractor **Copy** - Resident Engineer

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

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

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

• Ensure all subcontractors are:

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

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

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

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

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

5. LAPM – EXHIBIT 17-O
DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number	2. Federal-Aid Project Number	3. Local Agency	4. Contract Completion Date
5. Contractor/Consultant	6. Business Address	7. Final Contract Amount	

8. Contract Item Number	9. DBE Contact Information	10. DBE Certification Number	11. Amount Paid While Certified	12. Certification/ Decertification Date (Letter Attached)	13. Comments

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

14. Contractor/Consultant Representative's Signature	15. Contractor/Consultant Representative's Name	16. Phone	17. Date

I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED

18. Local Agency Representative's Signature	19. Local Agency Representative's Name	20. Phone	21. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

SECTION III -- CALTRANS LAPM FORMS

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

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

6. LAPM – EXHIBIT 17-F
FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors

1. Local Agency Contract Number	2. Federal-Aid Project Number	3. Local Agency			4. Contract Acceptance Date	
5. Contractor/Consultant	6. Business Address			7. Final Contract Amount		

8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		

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

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

7. LAPM – EXHIBIT 16-Z1
MONTHLY DBE TRUCKING VERIFICATION

State of California-Department of Transportation

Exhibit 16-Z1 Monthly DBE Trucking Verification

Contract No.			Month			Year		
Truck Owner	DBE Cert No.	Company Name and Address	Truck No.	California Highway Patrol CA. No.	Commission of Amount Of Amount Paid*	Date Paid	Lease Arrangement (if applicable)
					$		Lease Agreement with NON-DBE with DBE ☐☐☐
					$		Lease Agreement with NON-DBE with DBE ☐☐☐
					$		Lease Agreement with NON-DBE with DBE ☐☐☐
					$		Lease Agreement with NON-DBE with DBE ☐☐☐
					$		Lease Agreement with NON-DBE with DBE ☐☐☐
					$		Lease Agreement with NON-DBE with DBE ☐☐☐
					$		Lease Agreement with NON-DBE with DBE ☐☐☐
					$		Lease Agreement with NON-DBE with DBE ☐☐☐
				Total Amount Paid	$		

Prime Contractor	Business Address	Business Phone No.

*Upon Request all Lease Agreements Shall be made available, in accordance with the special Provisions

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

Contractor Representative Signature	Title	Date

SECTION III -- CALTRANS LAPM FORMS

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

MONTHLY DBE TRUCKING VERIFICATION

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period.
The Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

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

Payment information is derived using the following:

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

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

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

SECTION IV -- PREVAILING WAGE RATES

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

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

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

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

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

(Intentionally Left Blank)

"General Decision Number: CA20250002 08/22/2025

Superseded General Decision Number: CA20240002

State: California

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

County: Imperial County in California.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. 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
9	06/27/2025
10	08/01/2025
11	08/08/2025
12	08/15/2025
13	08/22/2025

ASBE0005-002 09/01/2024

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

ASBE0005-004 07/04/2022

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

BRCA0004-002 11/01/2024

	Rates	Fringes
BRICKLAYER; MARBLE SETTER	$ 58.81	19.14

BRCA0018-004 06/01/2024

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

BRCA0018-010 09/01/2024

	Rates	Fringes

TERRAZZO FINISHER.....$ 42.11 14.67
TERRAZZO WORKER/SETTER.....$ 49.62 15.26

CARP0213-001 01/01/2024

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

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

CARP0213-002 07/01/2021

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

Amounts in ""Rates' column are per day

CARP0213-004 01/01/2024

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER	$ 48.86	22.88
STOCKER/SCRAPPER	$ 20.80	9.97

CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer	$ 21.85	7.15

ELEC0569-002 08/31/2020

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

ELEC0569-005 06/03/2024

	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, freuency 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 06/02/2025

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

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

STREET LIGHT & TRAFFIC SIGNAL WORK:

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

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

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

ELEC1245-001 01/01/2025

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

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

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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.

ENGI0012-004 08/01/2024

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

ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1	$ 53.90	32.80
GROUP 2	$ 54.68	32.80
GROUP 3	$ 54.97	32.80
GROUP 4	$ 56.46	32.80
GROUP 6	$ 56.68	32.80
GROUP 8	$ 56.79	32.80
GROUP 10	$ 56.91	32.80
GROUP 12	$ 57.08	32.80
GROUP 13	$ 57.18	32.80
GROUP 14	$ 57.21	32.80
GROUP 15	$ 57.29	32.80
GROUP 16	$ 57.41	32.80
GROUP 17	$ 57.58	32.80
GROUP 18	$ 57.68	32.80
GROUP 19	$ 57.79	32.80
GROUP 20	$ 57.91	32.80
GROUP 21	$ 58.08	32.80
GROUP 22	$ 58.18	32.80
GROUP 23	$ 58.29	32.80
GROUP 24	$ 58.41	32.80
GROUP 25	$ 58.58	32.80
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1	$ 55.25	32.80
GROUP 2	$ 56.03	32.80
GROUP 3	$ 56.32	32.80
GROUP 4	$ 56.46	32.80
GROUP 5	$ 56.68	32.80
GROUP 6	$ 56.79	32.80
GROUP 7	$ 56.91	32.80
GROUP 8	$ 57.08	32.80
GROUP 9	$ 57.25	32.80
GROUP 10	$ 58.25	32.80
GROUP 11	$ 59.25	32.80
GROUP 12	$ 60.25	32.80
GROUP 13	$ 61.25	32.80
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1	$ 55.75	32.80
GROUP 2	$ 56.53	32.80
GROUP 3	$ 56.82	32.80
GROUP 4	$ 56.96	32.80
GROUP 5	$ 57.18	32.80
GROUP 6	$ 57.29	32.80
GROUP 7	$ 57.41	32.80

PREMIUM PAY:
$10.00 per hour shall be paid on all Power Equipment Operator work on the followng 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 bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 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 whch 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

IRON0229-001 01/01/2025

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

PREMIUM PAY:

$6.00 additional per hour at the following locations:

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

$4.00 additional per hour at the following locations:

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

$2.00 additional per hour at the following locations:

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

LABO0300-005 07/01/2025

	Rates	Fringes
Asbestos Removal Laborer	$ 46.48	25.93

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

LABO0345-001 07/01/2025

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

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

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2025

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

LABORERS - STRIPING CLASSIFICATIONS

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

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

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

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

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LABO1184-002 07/01/2025

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

LABORER CLASSIFICATIONS

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

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

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

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

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

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

TUNNEL LABORER CLASSIFICATIONS

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

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

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

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

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

LABO1184-004 07/01/2024

	Rates	Fringes
Brick Tender	$ 41.53	22.54

LABO1414-003 08/06/2025

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

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

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

PAIN0036-001 07/01/2023

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

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

PAIN0036-008 09/01/2024

	Rates	Fringes
DRYWALL FINISHER/TAPER	$ 49.33	26.82

PAIN0036-013 10/01/2024

	Rates	Fringes
GLAZIER	$ 52.90	22.16

PAIN0036-019 01/01/2025

	Rates	Fringes

SOFT FLOOR LAYER.....$ 40.77 19.37

PLAS0200-004 08/03/2022

	Rates	Fringes
PLASTERER	$ 47.37	19.64

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

PLAS0500-002 07/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 44.00	27.11

PLUM0016-008 09/01/2024

	Rates	Fringes
PLUMBER/PIPEFITTER		
Seeley Naval Air Station	$ 67.68	26.51
Work ONLY on new additions and remodeling of bars, restaurants, stores and commercial buildings, not to exceed 5,000 sq. ft. of floor space	$ 53.51	25.28
Work ONLY on strip malls, light commercial, tenant improvement and remodel work	$ 44.24	23.96
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work	$ 59.48	26.61

PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter	$ 40.20	25.90
Sewer & Storm Drain Work	$ 44.29	23.28

ROOF0045-001 07/01/2024

	Rates	Fringes
ROOFER	$ 42.80	12.64

SFCA0669-002 01/01/2025

	Rates	Fringes
SPRINKLER FITTER	$ 47.45	28.50

SHEE0206-002 07/01/2023

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

SHEET METAL TECHNICIAN - SCOPE:
LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under $1,000,000.
TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

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* TEAM0011-002 07/01/2025

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

WORK ON ALL MILITARY BASES:
PREMIUM PAY: $3.00 per hour additional.
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

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

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

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

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

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

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

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

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

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

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

GROUP 12: Boom Truck 17K and above

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

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

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

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

supplemental classification rate.

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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

==========

END OF GENERAL DECISION"

SECTION V -- PROPOSAL FORMS

1 -- PROPOSAL FORMS

CONTRACTOR

The undersigned hereby proposes to the City of Calipatria to furnish all labor, technical and professional services, supervision, materials, and equipment and to perform all operations necessary and required to complete The CITY OF CALIPATRIA – MAIN STREET ROADWAY IMPROVEMENTS BETWEEN LAKE AVENUE AND INTERNATIONAL BOULEVARD.

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

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

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

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

If awarded a contract, the undersigned agrees to execute and deliver to the City of Calipatria within ten (10) calendar days, a signed contract, bonds, the necessary insurance certificates, and all other required documents. Upon receipt of a notice to proceed, the undersigned shall complete all work within forty-five (45) calendar days. Liquidated damages in the amount of three thousand six hundred dollars ($3,600.00) per calendar day shall be assessed after the designated forty-five (45) calendar days have expired.

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

_____, and that said license expires on:

_____20_____.

Bidder:_____

(SEAL)By:_____

_____
Title

_____
(Type or print name)

BIDDER'S BUSINESS ADDRESS

_____

_____

_____

BIDDER'S DIR REGISTRATION NO.

_____

_____

Dated:

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

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

PROPOSAL FOR
CITY OF CALIPATRIA
MAIN STREET ROADWAY IMPROVEMENTS BETWEEN LAKE AVENUE AND INTERNATIONAL BOULEVARD

TO THE CITY OF CALIPATRIA, AS OWNER

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

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

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

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

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

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

Addendum No.	Addendum Date

BID SCHEDULE

Item No.	Item	Units of Measure	Price Per Unit	Estimated Quantity	Total Amount
1	SAWCUT THE EXISTING A.C. PAVEMENT FOR THE FULL DEPTH OF THE A.C. PAVEMENT. SEE PLAN VIEW (KEYNOTE 1) ON SHEET 2, SECTION DETAIL A ON SHEET 4, AND DETAIL C ON SHEET 5.	L.F.	_____	1,965	_____
2	REMOVE AND DISPOSE OF THE FULL DEPTH OF THE EXISTING A.C. PAVEMENT TO THE TOP OF THE EXISTING CLASS 2 BASE WITHIN THE SAWCUT AREAS. SEE PLAN VIEW (KEYNOTE 2) ON SHEET 2, SECTION DETAIL A ON SHEET 4, AND DETAIL C ON SHEET 5.	CYD	_____	247	_____
3	COLD-PLANE THE EXISTING A.C. PAVEMENT FOR A DEPTH OF 2½". SEE PLAN VIEW (KEYNOTE 4) ON SHEET 2, SECTION DETAIL A ON SHEET 4, AND DETAIL C ON SHEET 5.	SYD	_____	2,280	_____
4	COLD-PLANE THE EXISTING A.C. PAVEMENT FOR A DEPTH OF 1½". SEE PLAN VIEW (KEYNOTE 5) ON SHEET 2 AND DETAIL C ON SHEET 5.	SYD	_____	100	_____
5	REMOVE THE EXISTING TRAFFIC SIGNS. RESIDENT ENGINEER TO DETERMINE WHICH SIGNS SHALL BE STORED THEN REINSTALLED OR REPLACED. ORIGINAL SIGNS THAT ARE REPLACED SHALL BE DELIVERED TO CITY OF CALIPATRIA PUBLIC WORKS. REMOVE AND DISPOSE OF THE EXISTING SIGNPOST AND FOOTING. SEE PLAN VIEW (KEYNOTE 6) ON SHEET 2.	LUMP SUM	_____	1	_____
6	INSTALL 3½" OF A.C. PAVEMENT. SEE PLAN VIEW (KEYNOTE 2) ON SHEET 3, SECTION DETAIL B ON SHEET 4, AND DETAIL C ON SHEET 5.	TONS	_____	332	_____
7	INSTALL 1" OF CONVENTIONAL A.C. LEVELING COURSE. SEE PLAN VIEW (KEYNOTE 3) ON SHEET 3, SECTION DETAIL B ON SHEET 4, AND DETAIL C ON SHEET 5.	TONS	_____	241	_____

Item No.	Item	Units of Measure	Price Per Unit	Estimated Quantity	Total Amount
8	INSTALL CLASS I PAVEMENT GRID PER CALTRANS SPECIFICATIONS OVER THE 1" LEVELING COURSE OR COLD-PLANED EXISTING A.C. PAVEMENT. SEE PLAN VIEW (KEYNOTE 4) ON SHEET 3, SECTION DETAIL B ON SHEET 4, AND DETAIL C ON SHEET 5.	SYD	_____	3,862	_____
9	INSTALL 1½" OF ARHM OVERLAY OVER THE CLASS I PAVEMENT GRID. SEE PLAN VIEW (KEYNOTE 4) ON SHEET 3, SECTION DETAIL B ON SHEET 4, AND DETAIL C ON SHEET 5.	TONS	_____	370	_____
10	MOBILIZATION OF EQUIPMENT AND MATERIAL, COMPLIANCE WITH CALTRANS LAPM REQUIREMENTS, CITY BUSINESS LICENSE, TAXES, PERFORMANCE BOND, PAYMENT BOND, INSURANCE, POTABLE DRINKING WATER, FREIGHT, COMPLIANCE WITH NEPA/CEQA CATEGORICAL EXEMPTION AND EXCLUSION DETERMINATIONS, UTILITY POT-HOLE, PROJECT MEETINGS, PROJECT SIGNS, AIR POLLUTION CONTROL DISTRICT REQUIREMENTS AND FEES, RESTROOM FACILITIES, PERMITS, PERMIT FEES AND SIMILAR EXPENSES AND OTHER COSTS NOT SPECIFICALLY ADDRESSED WITHIN THIS BID ITEM LIST.	LUMP SUM	_____	1	_____
11	GEOTECHNICAL TESTING – QUALITY CONTROL (QC).	LUMP SUM	_____	1	_____
12	TRAFFIC CONTROL PER PLAN SHEET 7 - TRAFFIC CONTROL PLAN.	LUMP SUM	_____	1	_____
13	STRIPING AND SIGNAGE PER PLAN SHEET 6 – STRIPING AND SIGNAGE PLANS.	LUMP SUM	_____	1	_____
14	TIME AND MATERIAL ALLOCATION	LUMP SUM	------	------	**$10,000.00**

TOTAL FOR COMPARISON
BID ITEMS 1 THROUGH 14

_____
_____
_____ _____

(WORDS) **(FIGURES)**

SECTION V -- PROPOSAL FORMS

3 -- BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____

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

The condition of this obligation is such that, whereas the Principal has submitted to the City the

accompanying Proposal dated _____, for the construction of:

THE CITY OF CALIPATRIA – MAIN STREET ROADWAY IMPROVEMENTS BETWEEN LAKE AVENUE AND INTERNATIONAL BOULEVARD

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

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

Dated: _____, 20___

_____
(Principal)

_____

_____
(Business Address)

In presence of:

_____

_____

_____
(Address)

(Seal)

_____

_____
(Surety)

_____

_____
(Business Address)

In presence of:

_____

_____

_____
(Address)

SECTION V -- PROPOSAL FORMS

4 -- LIST OF PROPOSED SUBCONTRACTORS

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

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall 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

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).

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

FEDERAL PROJECT NUMBER:
STPL 5243(019)

Photocopy this form for additional firms.

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

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

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

FEDERAL PROJECT NUMBER:

STPL 5243(019)

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

SECTION V -- PROPOSAL FORMS
5 -- LIST OF SUBCONTRACTORS CONTACTED BY BIDDER BUT NOT SELECTED

BIDDER'S LIST OF SUBCONTRACTORS CONTACTED BY BIDDER BUT NOT SELECTED (DBE and NON-DBE)- PART II

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

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

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER:
STPL 5243(019)

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

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

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER:
STPL 5243(019)

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

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

SECTION V -- PROPOSAL FORMS

6 -- MAJOR MATERIAL SUPPLIERS INFORMATION

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

		MANUFACTURER	SUPPLIER
1.	A.C./ARHM Pavement		
2.	Class 2 Base		
3.	Pavement Grid		
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			

15. _____ _____ _____

16. _____ _____ _____

17. _____ _____ _____

18. _____ _____ _____

19. _____ _____ _____

20. _____ _____ _____

21. _____ _____ _____

22. _____ _____ _____

23. _____ _____ _____

24. _____ _____ _____

25. _____ _____ _____

26. _____ _____ _____

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

SECTION V -- PROPOSAL FORMS

7 -- EXPERIENCE STATEMENT

7.1 BIDDER QUALIFICATION

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

a. The bidder has been engaged in the contracting business under its present business name for _____ years.

b. Experience in work of nature similar in type and magnitude to that set forth in the specification extends over a period of _____ years.

c. The bidder, as Contractor, has satisfactorily completed all contracts awarded to it, except as follows: Name any and all exceptions and reasons therefore. Bidder should attach additional pages if necessary.
   1._____

   2._____

d. The following contracts covering work similar in type and magnitude to that set forth in the specification have been satisfactorily completed within the last five (5) years for the following owners (person, firms or authorities):

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

8-- CERTIFICATION OF NONSEGREGATED FACILITIES

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

Signature	Date
Name and Title of Signer	(Please Type)

9 -- CONTRACTOR'S CERTIFICATION OF PREVAILING WAGE REQUIREMENTS

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

THE CITY OF CALIPATRIA – MAIN STREET ROADWAY IMPROVEMENTS BETWEEN LAKE AVENUE AND INTERNATIONAL BOULEVARD

_____
Name of Contractor

_____
Contractor's DIR Registration No.

_____
Signature

_____
Address

_____

_____
Date

SECTION V -- PROPOSAL FORMS

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

Labor Code Section 3700 in relevant part provides:

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

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

THE CITY OF CALIPATRIA – MAIN STREET ROADWAY IMPROVEMENTS BETWEEN LAKE AVENUE AND INTERNATIONAL BOULEVARD

_____	_____
Name of Contractor	Address
	_____
	_____
_____	_____
Signature	
	_____
	Date

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

SECTION V -- PROPOSAL FORMS

11 -- EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

SECTION V -- PROPOSAL FORMS

12 -- PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

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

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

Public Contract Code Section 10162 Questionnaire

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

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

Yes _____ No _____

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

Public Contract Code 10232 Statement

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

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

_____
Name of Contractor

_____
Address

_____

_____

Signature:_____

Date:_____

SECTION V -- PROPOSAL FORMS

13 -- NONCOLLUSION AFFIDAVIT

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

To the CITY OF CALIPATRIA DEPARTMENT OF PUBLIC WORKS

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

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

_____
Name of Contractor

_____
Address

_____

_____

Signature:_____

Date:_____

SECTION V -- PROPOSAL FORMS

14 -- DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

_____
Name of Contractor

_____
Address

_____

_____

Signature:_____

Date:_____

15 -- NONLOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS

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

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

_____
Name of Contractor

_____
Address

_____

_____

Signature:_____

Date:_____

16 - DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 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

Congressional District, if known

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

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable_____

8. Federal Action Number, if known:

9. Award Amount, if known:

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

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

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

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

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

(attach Continuation Sheet(s) if necessary)

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

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

Signature:_____

Print Name: _____

Title:_____

Telephone No.:_____Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

Standard Form LLL Rev. 09-12-97

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

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

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

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

15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

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

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

18 - FHWA 1273 CERTIFICATION

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

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

_____
Name of Contractor

_____
Address

_____

_____

Signature:_____

Name (Type): _____

Date:_____

SECTION VI -- CONTRACT AND BOND FORMS

1 -- NOTICE OF AWARD

TO:

ATTENTION:

PROJECT DESCRIPTION:

THE CITY OF CALIPATRIA – MAIN STREET ROADWAY IMPROVEMENTS BETWEEN LAKE AVENUE AND INTERNATIONAL BOULEVARD

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

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

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

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

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

Dated this _____.

_____
City of Calipatria

By: _____

Title: _____

2 -- ACCEPTANCE OF NOTICE

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

By:_____

Title:_____

SECTION VI -- CONTRACT AND BOND FORMS

3 -- PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):
CITY OF CALIPATRIA
125 N. Park Avenue
Calipatria, California 92233

CONSTRUCTION CONTRACT

Date:
Amount:
Description (Name and Location): THE CITY OF CALIPATRIA – MAIN STREET ROADWAY IMPROVEMENTS BETWEEN LAKE AVENUE AND INTERNATIONAL BOULEVARD

BOND

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

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corp. Seal)	Company:	(Corp. Seal)
Signature:_____		Signature:_____	
Name and Title:		Name and Title:	

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corp. Seal)	Company:	(Corp. Seal)
Signature:_____		Signature:_____	
Name and Title:		Name and Title:	

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conference as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

    3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

    3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

    3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

    4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

    4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

    4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

    4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

        1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

        2. Deny liability in whole or in part and notify the Owner citing reasons therefore.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater that those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

    6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

    6.2 Additional legal, design professional and delay cots resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

    6.3 Liquidation damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7.0 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contraction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner of its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in the Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.

    12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
    12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform and complete or comply with the other terms thereof.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

4 -- PAYMENT BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):
CITY OF CALIPATRIA
125 N. Park Avenue
Calipatria, California 92233

CONSTRUCTION CONTRACT

Date:
Amount:
Description (Name and Location): THE CITY OF CALIPATRIA – MAIN STREET ROADWAY IMPROVEMENTS BETWEEN LAKE AVENUE AND INTERNATIONAL BOULEVARD

BOND

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

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corp. Seal)	Company:	(Corp. Seal)
Signature:_____		Signature:_____	
Name and Title:		Name and Title:	

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corp. Seal)	Company:	(Corp. Seal)
Signature:_____		Signature:_____	
Name and Title:		Name and Title:	

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

   2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

   4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being is being made under this Bond and, with substantial accuracy, the amount of the claim.

   4.2 Claimants who do not have a direct contract with the Contractor:

      1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

      2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

      3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

   6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

   6.2 Pay or arrange for payment of any undisrupted amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by any one or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS:

    15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

    15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

    15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

5 -- INSURANCE REQUIREMENTS

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

a. Claims under workmen's compensation, disability benefits and other similar employee benefit acts.

b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.

c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.

d. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person.

e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

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

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

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

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

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

SECTION VI -- CONTRACT AND BOND FORMS

6 -- CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Gilbert G. Otero, the duly authorized and acting legal representative of the City of Calipatria, do hereby certify as follows:

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

_____
Gilbert G. Otero, City Attorney

_____
Date

SECTION VI -- CONTRACT AND BOND FORMS

7 -- AGREEMENT

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

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

1. The Contractor will commence and complete the construction of THE CITY OF CALIPATRIA – MAIN STREET ROADWAY IMPROVEMENTS BETWEEN LAKE AVENUE AND INTERNATIONAL BOULEVARD

2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.

3. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will complete the same within forty-five (45) calendar days unless the period for completion is extended otherwise by the Contract Documents.

4. The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of $_____.

5. The term "Contract Documents" means and includes the following:

    a. Invitation to Proposals
    b. Instruction to Bidders
    c. Caltrans LAPM Forms
    d. Prevailing Wage Rates
    e. Proposal Forms
    f. Contract and Bond Forms
    g. General Conditions
    h. Special Conditions
    i. Technical Conditions
    j. Improvement Plans, Sheets 1 through 7 dated June 23, 2025
    k. Addendum (a)

6. The Owner will pay to the Contractor such amounts as required by the Contract Documents.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

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

Owner: [SEAL]

The City of Calipatria
125 N. Park Avenue
Calipatria, CA 92233 ATTEST:

By: _____

Title: _____
(Please Type)

City of Calipatria

Title: _____
Jane Hurtado, City Clerk

CONTRACTOR:

By: _____ SEAL]

Name: ATTEST:

Address: (Please Type)

Employer Identification Number: Title: _____

_____

Telephone Number:

License Number: _____

SECTION VI -- CONTRACT AND BOND FORMS

8 -- NOTICE TO PROCEED

TO: CONTRACTOR: DATE: _____

_____
_____
_____

CC: CALTRANS DLAE:

_____
_____
_____

PROJECT: THE CITY OF CALIPATRIA – MAIN STREET ROADWAY IMPROVEMENTS BETWEEN LAKE AVENUE AND INTERNATIONAL BOULEVARD

You are hereby notified to commence work in accordance with the Agreement dated _____ ____, within 10 days of the receipt of this document on or before _____, and you are to complete the work within forty-five (45) calendar days thereafter. The date of completion of all work is therefore _____. Liquidated damages in the amount of three thousand six hundred dollars ($3,600.00) per calendar day shall be assessed after the forty-five (45) calendar days have expired.

OWNER: City of Calipatria

_____
(signature)

By:_____

Title: _____

SECTION VII- GENERAL CONDITIONS

1 -- DEFINITIONS

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

1.01 **ADDENDA** -- Written or graphic instruments issued prior to the Agreement which modify or interpret the Contract Documents, drawings and specifications, by additions, deletions, clarifications, or corrections.

1.02 **BID** -- The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

1.03 **BIDDER** -- Any person, firm, or corporation submitting a bid for the work.

1.04 **BONDS** -- Bid, Performance, and Labor & Material Bonds and other instruments of surety, furnished by the Contractor and the Contractor's surety in accordance with the Contract Documents.

1.05 **CHANGE ORDER** -- A written order to the Contractor authorizing an addition, deletion, or revision in the work within the general scope of the Contract Documents, or authorizing any adjustments in the contract price or contract time.

1.06 **CONTRACT DOCUMENTS** -- The contract, including Invitation for Proposals, Instruction to Bidders, Proposal Forms, Contract and Bond Forms, General Conditions, Special Conditions, Technical Conditions, Caltrans LAPM Forms, Prevailing Wage Rates, Drawings, Insurance Requirements and Addenda.

1.07 **CONTRACT PRICE** -- The total moneys payable to the Contractor under the terms and conditions of the Contract Documents.

1.08 **CONTRACT TIME** -- The number of working/calendar days stated in the Contract Documents for the completion of the work.

1.09 **CONTRACTOR** -- The person, firm or corporation with whom the Owner has executed the Agreement for any one or multiple bid divisions.

1.10 **CONSTRUCTION MANAGER** – The person, firm or corporation with whom the Owner has contracted with to perform the management of the project, including the inspection, oversight, coordination, quality control, etc. Also known as the RESIDENT ENGINEER.

1.11 **DRAWINGS** -- The parts of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Engineer.

1.12 **ENGINEER** – The engineer of record: The Holt Group, Inc.

1.13 **FIELD ORDER** -- A written order affecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Construction Manager to the Contractor during construction.

1.14 **NOTICE OF AWARD** -- Written notice of the acceptance of the bid from the Owner to the successful bidder.

1.15 **NOTICE TO PROCEED** -- Written communication issued by the Owner to the Contractor authorizing him/her to proceed with the work and establishing the date for commencement of the work.

1.16 **OWNER** -- City of Calipatria

1.17 **PROJECT** -- The undertaking to be performed as provided in the Contract Documents.

1.18 **RESIDENT ENGINEER** -- The person, firm or corporation with whom the Owner has contracted with to perform the management of the project, including the inspection, oversight, coordination, quality control, etc. Also known as the CONSTRUCTION MANAGER.

1.19 **SHOP DRAWINGS** -- All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.

1.20 **SPECIFICATIONS** -- A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship and including the General Conditions, Technical Conditions and Special Conditions.

1.21 **SUBCONTRACTOR** -- An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the work at the site.

1.22 **SUBSTANTIAL COMPLETION** -- That date certified by the Construction Manager when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the project or specified part can be utilized for the purposes for which it is intended.

1.23 **SPECIAL AND TECHNICAL CONDITIONS** -- Additions to the General Conditions. In the event of a discrepancy, the General Conditions shall govern over the Special Conditions and Technical Conditions.

1.24 **SUPPLIERS** -- Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.

1.25 **WORK** -- All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the project.

1.26 **WRITTEN NOTICE** -- Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party or their authorized representative on the work.

2 -- ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

2.1 The Contractor may be furnished additional instructions and detail drawings, by the Construction Manager, as necessary to carry out the work required by the Contract Documents.

2.2 The additional drawings and instructions thus supplied will become part of the Contract Documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

SECTION VII -- GENERAL CONDITIONS

3 -- CONSTRUCTION SCHEDULE

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

SECTION VII -- GENERAL CONDITIONS

4 -- DRAWINGS AND SPECIFICATIONS

4.1 The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.

4.2 In case of conflict between the drawings and specifications, the specifications shall govern. Figure dimensions on drawings shall govern over scaled dimensions on drawings.

4.3 Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Construction Manager, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities, shall be done at the Contractor's risk.

4.4 State of California Department of Transportation Standard Specifications, latest edition, apply to this project. Where State of California Department of Transportation Standard Specifications and this document conflict, the most stringent requirement shall apply.

SECTION VII – GENERAL CONDITIONS

5 – SHOP DRAWINGS

5.1 The Contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the Contract Documents. The Construction Manager shall promptly review all shop drawings. The Construction Manager's approval of any shop drawings shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any shop drawings which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order.

5.2 When submitted for the Construction Manager's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents. The Contractor shall submit six (6) copies of the shop drawings.

5.3 Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawings or submission has been approved by the Construction Manager. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Construction Manager.

SECTION VII -- GENERAL CONDITIONS

6 -- MATERIALS, SERVICES AND FACILITIES

6.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

6.2 Material and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies, or equipment to be incorporated into the work shall not be purchased by the Contractor or the subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

SECTION VII -- GENERAL CONDITIONS

7 -- INSPECTION AND TESTING

7.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with the requirements of City of Calipatria Standard Specifications, "Greenbook" Standard Specifications for Public Works Construction, or Caltrans Standard Specifications, latest edition, as appropriate for the specifications used for the materials and equipment.

7.2 The Contractor shall provide all geotechnical related inspection and testing services unless specified to be provided by the City. All geotechnical related inspection and testing shall be completed in accordance with the Contract Documents and the latest revision of the Quality Assurance Program adopted by the City of Calipatria. ~~All geotechnical related inspection and testing for the work constructed within the County of Imperial or Caltrans Right-of-Way shall be completed in accordance with their respective standards, specifications, and other specific requirements by the governing agencies.~~ The Contractor shall provide all required certificates of compliance to the consulting geotechnical firms and the Construction Manager during the submittal review in accordance with the Quality Assurance Program requirements and the contract document requirements. The Contractor shall provide all necessary material samples to the consulting geotechnical firms in accordance with the Quality Assurance Program requirements and the Contract Document requirements. If there is a conflict between the Quality Assurance Program and the Contract Documents testing requirements, the Quality Assurance Program requirements shall prevail.

7.3 All Inspection and Testing results in report shall be submitted to the Construction Manager upon completion of each Inspection and Testing.

7.4 The Inspection and Testing Services shall be completed by a firm/personnel with current certification in California Test Methods certified by Caltrans and/or in ASTM Construction Materials Testing (CMT) as certified by ASTM. The laboratory of the testing firm shall be certified by Caltrans. The testing personnel performing the tests for this project shall be certified by Caltrans and/or ASTM, whichever is the standard called out for the materials and equipment to be inspected and tested. Current Caltrans Laboratory Certification and current Caltrans/ASTM Certifications for testing personnel performing the tests for this project shall be submitted to the Construction Manager during the submittal review process. Testing and Inspection shall be completed in conformance with the current City of Calipatria Quality Assurance Program (QAP).

7.5 The Construction Manager shall provide at the Contractor's expense the testing and inspection services required by the Contract Documents should the Contractor fail to perform the required inspection and testing services.

7.6 If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Construction Manager, the Contractor will give the Construction Manager timely notice of readiness. The Contractor will then furnish the Construction Manager with the required certificates of inspection, testing, or approval.

7.7 Inspections, tests, or approvals by the Construction Manager or others shall not relieve the Contractor from the obligations to perform the work in accordance with the requirements of the Contract Documents.

7.8 The Construction Manager and the Construction Manager's representative will at all times have access to the work.
In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records on personnel, invoices of materials,

and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.

7.9 If any work requiring testing or inspection is covered prior to inspection by the Construction Manager it must, if requested by the Construction Manager, be uncovered for the Construction Manager's observation and replaced at the Contractor's expense.

7.10 If the Construction Manager considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the Construction Manager's request, will uncover, expose, or otherwise make available for observation, inspection, or testing as the Construction Manager may require, that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction.

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

7.12 A final inspection of all the work will be made by the Owner, Construction Manager, Contractor, and representatives of the agencies involved in project financing.

SECTION VII -- GENERAL CONDITIONS

8 -- SUBSTITUTIONS

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

SECTION VII -- GENERAL CONDITIONS

9 -- SURVEYS, PERMITS, AND REGULATIONS

9.1 The Contractor shall furnish all staking and layout points as required for the installation of the striping.

9.2 The Contractor shall carefully preserve benchmarks, reference points, stakes and layout points, and in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

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

9.4 The Contractor shall be responsible for the compliance by subcontractors of all tiers with the above provisions.

10 -- PROTECTION OF WORK, PROPERTY AND PERSONS

10.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He/She will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to, all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, sidewalks, pavements, roadways, structures, p.c.c. curb and gutter, p.c.c. cross gutters, and utilities not designated for removal, relocation or replacement in the course of construction.

10.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He will notify the Construction Manager of adjacent utilities when prosecution of the work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.3 In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Construction Manager or City shall act to prevent threatened damage, injury or loss. He will give the Construction Manager prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.

10.4 The Contractor shall maintain all portions of the work in a neat, clean and sanitary condition at all times. Toilets shall be furnished by the Contractor where needed for use by all employees and their use shall be strictly enforced. The Contractor shall also be responsible for furnishing and maintaining a potable water supply.

10.5 The Contractor shall keep adequate first-aid facilities and supplies available.

10.6 The Contractor shall assure that his Subcontractors of all tiers shall comply with the foregoing provisions.

SECTION VII -- GENERAL CONDITIONS

11 -- SUPERVISION BY CONTRACTOR

11.1 The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated within 10 days after the Notice to Proceed in writing by the Contractor as the Contractor's representative at the site. If a supervisor or superintendent is replaced during the project, the name of the new supervisor or superintendent shall be forwarded in writing to the Construction Manager. The supervisor shall have full authority to act on behalf of the Contractor, including the signature of payment requests, and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times to perform adequate supervision and coordination of the work.

11.2 The Contractor shall act as an independent Contractor in performing work under the Contract Documents, maintaining complete control over his employees and all of his Subcontractors. The Contractor shall perform all work in an orderly and workmanlike manner, enforce strict discipline and order among his employees and assure strict discipline and order by his Subcontractors.

11.3 The Contractor shall employ only competent and skilled men to perform any work. The Contractor shall be responsible for maintaining satisfactory conduct of his employees.

11.4 The Contractor shall be responsible for maintaining labor relations in such manner and by such methods as will provide for harmony among workmen, and, to the extent permissible under federal and state law, shall be bound by the terms and provisions of the Agreement creating the National Joint Board for Settlement of Jurisdictional Disputes, and the Contractor agrees that any decision or interpretation by such Joint Board shall be immediately accepted. The Contractor shall assure that his Subcontractors of all tiers comply with the provisions set forth above.

11.5 The Contractor shall provide and use on any work only such construction plant and equipment as are capable of producing the quality and quantity of work and materials required by the Contract Documents and within the time or times specified. Before proceeding with any facilities including but not limited to temporary structures, pipelines, equipment, grading and permanent structures, the Contractor shall, at his expense, furnish the Construction Manager with such information and drawings relative to such equipment, plant and facilities as the Construction Manager may request. Upon written order of the Construction Manager, the Contractor shall promptly remove unsatisfactory equipment and facilities from the site.

SECTION VII -- GENERAL CONDITIONS

12 -- CHANGES IN WORK

12.1 The City may at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by a Change Order.

12.2 The Construction Manager also may at any time by issuing a Field Order make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Construction Manager unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the Construction Manager written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or Time within thirty (30) calendar days. The Contractor shall execute such changes upon the receipt of an executed Change Order or further instructions from the City.

12.3 In the event of any emergency which the Construction Manager determines endangers life or property, any work required by reason of such an emergency shall be performed in accordance with verbal orders from the Construction Manager. These orders will be confirmed in writing as soon as practicable. Any such authorization, whether written or verbal, may be accompanied by drawings and data as are necessary to show the extent of such change or extra work. In the event of ordered emergency work, the Contractor shall keep accurate records of actual costs in accordance with Subparagraph 14.2 (c) until such time as Agreement of compensation is reached. Keeping of such records shall not be construed as an indication that this method of compensation is necessarily acceptable for such emergency work and shall not preclude the possibility of an Agreement to pay for such emergency work on a unit-price or lump-sum basis. Upon determination as to the compensation due the Contractor for performing any emergency work, the Contract Documents will be amended in writing by a Change Order.

SECTION VII -- GENERAL CONDITIONS

13 -- CHANGES IN CONTRACT PRICE

13.1 All changes which affect the cost or time of the construction of the project must be authorized by means of a Change Order. The Change Order will include extra work, work for which quantities have been dramatically altered from those shown in the bidding schedule. All changes should be recorded on a Change Order as they occur. Each Change Order must contain complete and detailed justification for all items addressed by the Change Order.

13.2 The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

a. An agreed lump sum.

b. The actual cost of labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work to cover the cost of general overhead and profit.

c. Unit prices previously approved.

SECTION VII -- GENERAL CONDITIONS

14 -- TIME FOR COMPLETION AND LIQUIDATED DAMAGES

14.1 The date of beginning and the time for completion of the work are essential conditions of the Contract Documents, and the work embraced shall be commenced on the date specified in the Notice to Proceed.

14.2 The Contractor will proceed with the work at such rate of progress to insure full completion within contract time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

14.3 If the Contractor shall fail to complete the work within the contract time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

14.4 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner or Construction Manager.

14.4.1 To any preference, priority or allocation order duly issued by the Owner.

14.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to: acts of God, or of the public enemy, acts of Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

14.4.3 To any delays of subcontractors occasioned by any of causes specified in Paragraphs 14.4.1 and 14.4.2 of this article.

SECTION VII -- GENERAL CONDITIONS

15 -- CORRECTION OF WORK

15.1 The Contractor shall promptly remove from the premises all work rejected by the Construction Manager for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

15.2 All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.

SECTION VII -- GENERAL CONDITIONS

16 -- SUBSURFACE CONDITIONS

16.1 The Contractor shall promptly, and before such conditions are disturbed except in the event of an emergency, notify the Owner by written notice of:

16.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or

16.1.2 Unknown physical condition at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

16.2 The Owner shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment hereunder shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless the required written notice has been given; provided that the Owner may, if the Owner determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

SECTION VII -- GENERAL CONDITIONS

17 -- SUSPENSION OF WORK, TERMINATION, AND DELAY

17.1 The Owner may suspend the work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Construction Manager which shall fix the date on which work shall be resumed. The Contractor will resume that work on the dates so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the contract time, or both, directly attributed to any suspension.

17.2 If the Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if the Contractor files a petition to take advantage of any debtor's act, or to re-organize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen, or suitable material, or equipment, or repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment, or disregards the authority of the Construction Manager, or otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and its surety a minimum of ten (10) days from delivery or a written notice, terminate the services of the Contractor and take equipment and machinery thereon owned by the Contractor, and finish the work by whatever method the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Construction Manager and incorporated in a Change Order.

17.3 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

17.4 After ten (10) days from delivery of a written notice to the Contractor and the Construction Manager, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Contract. In such case the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.

17.5 If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner, or under an order of court or other public authority, or the Construction Manager fails to act on any request for payment within sixty-four (64) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Construction Manager or awarded by arbitrators within sixty-four (64) days after its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Owner and the Construction Manager, terminate the contract and recover from the Owner payment for all work executed and all expenses sustained. In addition and in lieu of terminating the contract, if the Construction Manager has failed to act on a request for payment or if the Owner has failed without good cause to make any payment as aforesaid, the Contractor may, upon ten (10) days written notice to the Owner and the Construction Manager, stop the work until paid all amounts then due, in which event and upon resumption of the work, Change Orders shall be issued for adjusting the contract price or extending the contract time or both to compensate for the costs and delays attributable to the stoppage of the work.

17.6 If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Owner or Construction Manager to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the contract price or extension of the contract time, or both, shall be made by Change Order to compensate the

Contractor for the costs and delays necessarily caused by the failure of the Owner or Construction Manager.

SECTION VII- GENERAL CONDITIONS

18 -- PAYMENT TO CONTRACTOR

18.1 At least ten (10) days before each progress payment falls due (but not more often than every thirty-one (31) calendar days), the Contractor will submit to the Construction Manager a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Construction Manager may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, such as paid invoices, or other written evidence satisfactory to the Owner, as will establish the Owner's interest therein, including applicable insurance. The Construction Manager within ten (10) days after receipt of each partial payment estimate, shall either indicate in writing approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within fifteen (15) days of presentation of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to five (5%) of said estimate.

18.2 All progress payments and the final payment shall be processed on a "Partial Payment Estimate" form similar to A.I.A. Document G702.

18.3 Prior to substantial completion, the Owner, with approval of the Construction Manager and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work.

18.4 The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.

18.5 Upon completion and acceptance of the work, the Construction Manager shall issue a certificate attached to the final payment request that the work has been accepted under the conditions of the Contract Documents. The entire balance will be due the Contractor thirty-five (35) days after the timely recording of a Notice of Completion, or ninety (90) days after completion and acceptance of the work, whichever is earlier.

18.6 The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demand of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, the Contractor's Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

18.7 The Construction Manager may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the Owner from loss on account of:

a. Defective work not remedied.
b. Claims filed or reasonable evidence indicating probable filing of claims.
c. Failure of Contractor to make payments properly to Subcontractors or for material or labor.
d. A reasonable doubt that the work can be completed for the balance then unpaid.
e. Damage to another Contractor.
f. Performance of work in violation of the terms of the Contract Documents.

18.9 Where work on lump sum or unit price items is substantially complete but lacks clean-up and/or corrections ordered by the Construction Manager, amounts shall be deducted from lump sum items in partial payment estimates to amply cover such clean-up and corrections.

18.10 Public Contract Code Section 22300 allows for an escrow in lieu of retention provision which may be enacted at the discretion of the Contractor.

SECTION VII -- GENERAL CONDITIONS

19 -- ACCEPTANCE OF FINAL PAYMENT AS RELEASE

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

SECTION VII -- GENERAL CONDITIONS

20 -- INSURANCE

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

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

SECTION VII -- GENERAL CONDITIONS

21 -- CONTRACT SECURITY

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

21.2 The Performance Bond and the Payment Bond to be furnished by the Contractor shall be executed on the forms provided in this document.

21.3 The contract security provisions are contained in Section VI, The Contract and Bond Forms Section of the specifications.

SECTION VII -- GENERAL CONDITIONS

22 -- ASSIGNMENTS

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

SECTION VII -- GENERAL CONDITIONS

23 -- INDEMNIFICATION

23.1 The Contractor will indemnify and hold harmless the City and the Construction Manager and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom; and is caused in whole or in part by any negligent or will act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

23.2 In any and all claims against the City or the Construction Manager, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

23.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Construction Manager, its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

SECTION VII -- GENERAL CONDITIONS

24 -- SEPARATE CONTRACTS

24.1 The City reserves the right to enter into other contracts in connection with this project. The Contractor shall afford other Contractor's reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate the Work with theirs. If proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the contractor shall inspect and promptly report to the Construction Manager any defects in such Work that renders it unsuitable for such proper execution and results.

24.2 The Owner may perform additional Work related to the Project or the Owner may enter into other Contracts containing provisions similar to these. The Contractor shall afford the other Contractors who are parties to such Contracts (or the Owner, if the Owner is performing the additional Work) reasonable opportunity of the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate the Work with theirs.

24.3 If the performance of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves an additional expense or entitles it to an extension of the Contract Time, the Contractor may make a claim thereof as provided in Section VII Items 12.1, 12.2, 13.1, and 13.2.

SECTION VII -- GENERAL CONDITIONS

25 -- SUBCONTRACTING

25.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.

25.2 The Contractor shall not award Work to Subcontractor(s), in excess of **seventy percent (70%)** of the Contract price, without prior written approval of the Owner.

25.3 The Contractor shall be fully responsible to the Owner for the acts and omissions of its Subcontractors, and persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it.

25.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and give the Contractor the same power with regard to terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.

25.5 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

25.6 Prompt progress payment to subcontractors – per State of California Department of Transportation Standard Specifications, Standard Special Provisions and Standard Plans

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

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

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

SECTION VII -- GENERAL CONDITIONS

26 -- CONSTRUCTION MANAGER'S AUTHORITY

26.1 The Construction Manager shall act as the City's representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed, and shall interpret the intent of the Contract Documents in a fair and unbiased manner.

26.2 The Contractor shall be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the Work. Inspections may be at the factory or fabrication plant of the source of material supply.

26.3 The Construction Manager will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety unless specified otherwise in these specifications.

26.4 The Construction Manager shall promptly make decisions relative to interpretation of the Contract Documents.

SECTION VII – GENERAL CONDITIONS

27 – LAND AND RIGHT-OF-WAY

27.1 Prior to issuance of the Notice to Proceed, the City shall obtain all land and right-of-way necessary for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.

27.2 The City shall provide to the Contractor information which delineate and describes the lands owned and right-of-way acquired.

27.3 The Contractor shall provide at its own expense and without liability to the City any additional land and access thereto that the Contractor may desire for temporary construction facilities; or for storage of materials.

SECTION VII -- GENERAL CONDITIONS

28 -- GUARANTEE

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

SECTION VII -- GENERAL CONDITIONS

29 -- ARBITRATION

29.1 All claims, disputes, and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, except for claims which have been waived by the acceptance of final payment as provided by subsection 18, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. If this is a "public works contract" as defined in Section 4600 of the California Government Code, the arbitration shall be conducted pursuant to Sub-section 10240 - 10240.13 of the California Public Contract Code. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

29.2 Notice of the request for arbitration shall be filed in writing with the other party to the Contract Documents and a copy shall be filed with the Construction Manager. Request for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.

29.3 The Contractor shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

SECTION VII -- GENERAL CONDITIONS

30 -- TAXES

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

SECTION VII -- GENERAL CONDITIONS

31 -- CONFLICT OF INTEREST

31.1 No member of or delegate to Congress or City Council Member shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

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

SECTION VII -- GENERAL CONDITIONS

32 -- PRE-CONSTRUCTION CONFERENCE

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

SECTION VII -- GENERAL CONDITIONS

33 -- AFFIRMATIVE ACTION

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

SECTION VII -- GENERAL CONDITIONS

34 -- CLEAN UP

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

SECTION VII -- GENERAL CONDITIONS

35 -- FIRE PREVENTION

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

SECTION VII -- GENERAL CONDITIONS

36 -- TITLE TO MATERIALS FOUND

36.1 Unless otherwise provided in the Contract, the title and interest in the right to use all water, and the title to all soil, stone, gravel, sand materials, timber, and all other materials, developed or obtained in the excavation or other operations by the Contractor or any of his Subcontractors, or any of their representatives or employees, and the right to use or dispose of the same are hereby expressly reserved by the City and neither the Contractor nor any of his Subcontractors, not any of their representatives or employees, shall have any right, title or interest in or to any part thereof; neither shall they, nor any of them assert to make any claim thereto.

36.2 In the event that any Indian relics or items with archeological or historical value are discovered by the Contractor or any of his Subcontractors or any of their representatives or employees, the Contractor shall immediately notify the Construction Manager and await the Construction Manager's decision before proceeding with any Work. Such relics and items shall be the property of the City.

36.3 The contractor shall, at his expense, remove and legally dispose of all surplus excavation and demolition materials such as native material and soils, asphalt, grindings, broken concrete, trash, debris and other material to be removed as called out in the plans. If hazardous material is encountered, the contractor shall immediately notify the Construction Manager. It is not anticipated that hazardous material will be encountered. Testing and removal of hazardous material shall be considered extra work.

SECTION VIII - SPECIAL CONDITIONS

1. MOBILIZATION

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

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

1. Obtaining all permits, licenses, insurance, and bonds. Providing copies to the ENGINEER;

2. Moving onto the Jobsite all of CONTRACTOR'S plant and equipment and establishing a staging area as required;

3. Developing construction water supply;

4. Providing restroom facilities for construction personnel;

5. Providing potable water facilities as specified. This includes a means by which all on-site Contractor, Subcontractor, or supplier personnel can wash their hands with soap. It also includes providing potable drinking water to the construction personnel at the project site;

6. Participating in the Pre-Construction Meeting, Progress Meetings, Pre-Paving Meeting, and other meetings required for the project;

7. Submitting all required General Contractor and Subcontractors' insurance certificates and bonds;

8. Posting all CAL/OSHA required notices and establishment of safety programs;

9. Having the Contractor's representative at the Jobsite full-time;

10. Furnishing of Construction Schedule, Contract Price Breakdown (Schedule of Values), and Submittal Schedules and Submittal Documents;

11. Complying with the Air Pollution Control District Permit Requirements and paying the associated Fees;

12. Complying with the County of Imperial Encroachment Permit requirements, providing forms and certificate of insurance as required by the County of Imperial Public Works Department, and paying the associated Fees;

13. Complying with the CEQA/NEPA Categorical Exemption and Exclusion Determinations;

14. Providing Project Signs (Contractor's Identity Sign and Project Identity Sign);

15. Potholing of the Existing Underground Utilities;

16. Complying with the Caltrans Local Assistance Procedures Manual requirements and completing and submitting the required LAPM forms in a timely manner;

17. Paying other miscellaneous fees; and

18. Including the cost to complete all other items not specifically included in the bid Item List.

All costs incurred for the mobilization and the associated work shall be included in the Bid Item for the Mobilization cost and no additional compensation shall be provided.

2. AS-BUILT DRAWINGS

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

3. SUBMITTALS

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

1. Construction schedule
2. ½ inch Hot Mix Asphalt (HMA) mix design for leveling course. The combined aggregate gradation, individual bin gradations (hot for batch, cold for drum plant), percentage of each bin, asphalt rubber content, density, air voids, voids in mineral aggregates, stability, aggregate source, asphalt binder source, and all other standard parameters.
3. ¾ inch Hot Mix Asphalt (HMA) mix design. The combined aggregate gradation, individual bin gradations (hot for batch, cold for drum plant), percentage of each bin, asphalt rubber content, density, air voids, voids in mineral aggregates, stability, aggregate source, asphalt binder source, and all other standard parameters.
4. Pavement Geogrid
5. SS-1H Technical Data Sheets and the percent of Asphalt Emulsion for Fog Seal Coat
6. Traffic paint – quick dry paint for centerline, edgeline, and parking striping and thermoplastic for other pavement markings such as "STOP" legend, stop bar, crosswalk, ADA symbol, etc.
7. Raised pavement markers
8. Signs and Sign Posts
9. Signs with LED solar lights
10. Street lights
11. Construction area signs, traffic control devices, cones, barricades, and all other items required per the Traffic Control Plan
12. Project identity sign, Federal and State Contractor's Employee Notices, and Poster Signs
13. Letter designating project superintendent
14. Schedule of values
15. Certificates of Compliance as required by the Construction Manager
16. Buy America Certificates
17. Caltrans LAPM forms as required by the City of Calipatria Representative(s) and Caltrans District Local Assistance Engineer (DLAE)

The Contractor shall obtain approvals on all submittals prior to the commencement of the construction activities by the City of Calipatria.

4. STREET GEOTECHNICAL TESTING REQUIREMENTS

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

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

Compaction and extraction and gradation testing regarding the A.C./ARHM pavement shall be required during the project. The Construction Manager/Resident Engineer shall determine the location of the tests. Mix designs for the A.C./ARHM pavement shall also be required during the Submittal process.

The following tests shall be performed as a minimum:

A. A.C./ARHM pavement density testing shall be conducted on a continuous basis by the geotechnical representative during the placement of A.C/ARHM. pavement.

B. An A.C./ARHM mix design shall be submitted for the review and approval of the Construction Manager/Resident Engineer and Caltrans Resident Engineer during the submittal process.

K. All other geotechnical testing and inspection required by the City of Calipatria Quality Assurance Program (QAP).

L. All other geotechnical testing, inspection and forms required by the governing funding agency – Caltrans in accordance with the latest Caltrans LAPM.

5. BUSINESS LICENSE

The Contractor and Subcontractors performing work on this project shall obtain a business license from the City of Calipatria at 125 N. Park Avenue, Calipatria, California 92233, telephone number (760) 348-4141. The Contractor and Subcontractors shall contact the City regarding the cost of the license and include the cost in the proposal.

6. CONSTRUCTION WATER

The Contractor shall obtain construction water from the local water purveyor in the City of Calipatria, Golden State Water Company. It is the responsibility of the Contractor to contact Golden State Water Company prior to the opening of proposals and identify all costs and requirements relative to obtaining water from Golden State Water Company. The Contractor shall bear all expenses relative to obtaining construction water from Golden State Water Company.

7. **STAGING AREA**

The City of Calipatria shall afford the Contractor an area within the Public Works Compound at the southeast corner of Highway 111 (Sorenson Avenue) and Date Street for storage of material and staging of construction operations. The construction staging area can also be used for implementation of BMP's for Concrete Waste Disposal, Vehicle and Equipment Fueling Areas, and Vehicle and Equipment Maintenance Areas. The location of the construction staging area shall be coordinated between the Contractor, Construction Manager, and Public Works Director. Construction activities and BMP's implementation may be performed in phases.

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

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

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

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

In accordance with the categorical exemption form issued by Caltrans for this project, there is no specific requirements to be complied by the Contractor for this project.

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

Project Information

Project Name (if applicable): NA

DIST-CO-RTE: City of Calipatria **PM/PM:** NA

EA: NA **Federal-Aid Project Number:** STPL-5243(019)

Project Description

The City of Calipatria proposes to rehabilitate Main Street from Lake Avenue to International Boulevard.

Caltrans CEQA Determination (Check one)

☒ **Not Applicable** – Caltrans is not the CEQA Lead Agency

☐ **Not Applicable** – Caltrans has prepared an IS or EIR under CEQA

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

☐ **Exempt by Statute.** (PRC 21080[b]; 14 CCR 15260 et seq.)

☐ **Categorically Exempt. Class** . (PRC 21084; 14 CCR 15300 et seq.)

☐ No exceptions apply that would bar the use of a categorical exemption (PRC 21084 and 14 CCR 15300.2). See the SER Chapter 34 for exceptions.

☐ **Covered by the Common Sense Exemption**. This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (14 CCR 15061[b][3].)

Senior Environmental Planner or Environmental Branch Chief

NA	NA	NA
Print Name	Signature	Date

Project Manager

NA	NA	NA
Print Name	Signature	Date

CEQA EXEMPTION / NEPA CATEGORICAL EXCLUSION DETERMINATION FORM

Caltrans NEPA Determination (Check one)

☐ **Not Applicable**

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

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

☒ **23 CFR 771.117(c): activity (c)(26)**

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

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

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

Senior Environmental Planner or Environmental Branch Chief

Kevin Hovey	Kevin Hovey	5/29/25
Print Name	Signature	Date

Project Manager/ DLA Engineer

Bryan Ott	Bryan Ott	5/29/25
Print Name	Signature	Date

Date of Categorical Exclusion Checklist completion (if applicable): NA
Date of Environmental Commitment Record or equivalent: 4/23/25

Briefly list environmental commitments on continuation sheet if needed (i.e., not necessary if included on an attached ECR). Reference additional information, as appropriate (e.g., additional studies and design conditions). None.

10. **CONSTRUCTION STAKING**

Construction staking including both horizontal and vertical control shall be provided by the Contractor as listed in Item 9 of the *General Conditions* section of the Specifications. The Contractor shall provide the grade checkers to establish subbase at the end of curve radius points, beginning of curve radius points, angle points, grade breaks, end points, beginning points and all other critical points. The Construction Manager shall field verify the subbase and subgrade design points have been satisfactorily obtained prior to approving the placement of Class 2 Base, P.C.C. concrete and A.C./ARHM pavement.

11. **EXCAVATION, REMOVAL, AND DISPOSAL OF NATIVE MATERIAL AND EXISTING A.C. PAVEMENT IN AREAS TO RECEIVE AN A.C./ARHM PAVEMENT OR NEW P.C.C. CONCRETE INFRASTRUCTURE**

The Contractor shall remove and dispose of the existing pavement and native material as required to the subbase elevations indicated on the Plans. The Contractor shall scarify and re-compact the native material beneath the subbase design grade per plans. If native material is removed below the subbase design grade it shall be necessary to replace and compact the native material to 90 percent of maximum density per ASTM D-1557 to subbase design grade. The Construction Manager may require compaction tests be obtained on the re-compacted native material by the Contractor at no cost to the City of Calipatria. The existing native material consists of plastic clay. If the native material becomes unstable due to the water table when heavy equipment is allowed to pass over the excavated areas, then it shall be necessary for the Contractor to utilize lighter construction equipment. It may be necessary for the Contractor to utilize a backhoe to establish subbase design grade in areas where the native soil is unstable or pumping.

After a native area has been identified as unstable, use of front end loaders or other heavy equipment shall not be allowed. Tractor trailers hauling away excavated material or delivering Class 2 Base shall not be allowed on the unstable native areas. The Contractor shall not aggravate these unstable native areas by allowing heavy equipment to pass over these areas any more than is necessary.

The contractor shall, at his expense, remove and legally dispose of all surplus excavation and demolition materials such as native material and soils, asphalt, grindings, broken concrete, trash, debris and other material to be removed as called out in the plans. If hazardous material is encountered, the contractor shall immediately notify the Construction Manager. It is not anticipated that hazardous material will be encountered. Testing and removal of hazardous material shall be considered extra work.

12. **AIR POLLUTION CONTROL DISTRICT REQUIREMENTS**

A. The Contractor shall be required to comply with the County of Imperial Air Pollution Control District's requirements. County of Imperial Air Pollution Control District (ICAPCD) forms, requirements, and information are available via the internet at https://apcd.imperialcounty.org/

B. The Contractor shall be responsible for completing and submitting the Construction Notification Form and preparing and implementing the Dust Control Plan as required by ICAPCD. The Contractor shall obtain and execute all necessary documents and forms, and pay the fees as required by ICAPCD.

13. **RESTROOM FACILITIES**

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

14. **UTILITIES POT-HOLE**

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

15. **ADJUSTMENT OF EXISTING FACILITIES CONFLICTING WITH NEW ROADWAY IMPROVEMENTS**

The existing fences, landscaping components, pavers, and other decorative components of the private property owners along Main Street shall be kept in replace, removed, salvaged, relocated, or replaced as indicated on the plans or as instructed by the Public Works Director/Resident Engineer/Construction Manager in the field. The Contractor shall exercise extreme caution for the removal of the existing fences and the components/hardware as they may be salvaged and reused by the private property owners. The Contractor may use hand-vibratory or hand sawcutting equipment for the demolition work to protect the existing facilities from any damages.

If the salvaged fences, landscaping elements, pavers, and other components were determined not to be kept by the private property owners, the Contractor shall dispose of the fences, landscaping elements, pavers, and other components.

There may be existing irrigation sprinkler heads to be removed and relocated. If the sprinkler heads and the irrigation pipeline, fittings, and other components are not functional, the Contractor shall provide new parts.

Relocated sprinkler heads and irrigation piping must conform to the design of the existing facility and be equal to the best portions of the existing facility.

Remove earth, foreign materials, and concrete, if any, from the existing sprinkler heads and irrigation piping adjustment work.

Segregate damaged from undamaged material or items, and remove the damaged material or items. If the Contractor damages material or items to be relocated, the Contractor shall repair, or replace them at his/her expense. The replacement for the damaged material or item must be of the same kind and of the same or better quality and condition as the material or item before removal.

Before removal, if the Public Works Director/Resident Engineer/Construction Manager determines that a portion of the existing facility cannot be reused in the relocation, remove that portion. Furnishing the replacement material or item for that portion of the existing facility and

removal/salvaging/relocation of the items as described above are considered inclusive with the cost paid for various bid items, if there are no specific bid items, and no separate compensation shall be provided. The existing abandoned signposts, power poles, telephone poles, and other utility enclosures and facilities after the utilities were relocated within the City Right-of-Way, which serve no purposes, shall be removed and disposed of by the Contractor. Include the cost of the removal and disposal of the abandoned facilities (except for the water pipelines abandoned in place) in the various bid items and no separate/additional compensation shall be provided to the Contractor.

16. **PROJECT SIGNS**

1. California requires a project identity sign for all construction projects in the state of California. Federal requirements also require a project identity sign for all projects funded with federal monies. At a minimum this sign must have the project name, the awarding agencies' information, the funding agencies' information.

2. California requires a Prime Contractor identity sign for all construction projects in the state of California. At a minimum this sign must have the Prime Contractor's name, address, telephone number, State Contractor's License number and an afterhour's emergency telephone number for police and fire emergencies.

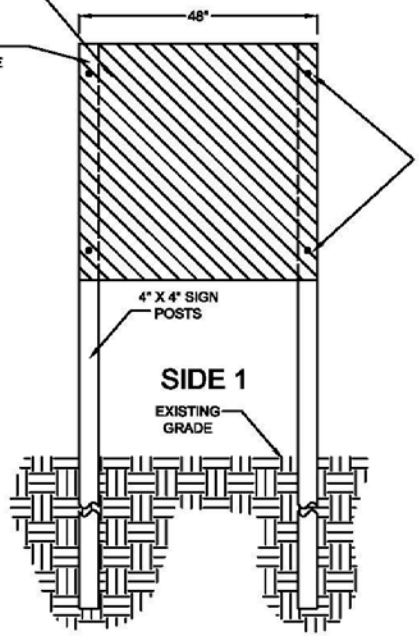
3. California and Federal labor laws require employee notices and posters be provided at all project sites that employ workers. Federal labor laws for Public Works projects require the current Federal Wage Decisions to be posted and maintained at the project site for the duration of a construction project.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

4. A clear plexiglass plate is to be placed over the sign to protect the posters from the elements.

5. The signs are to be erected at the project site within ten (10) days after the issuance of the Notice to Proceed. The location of the signs shall be determined by the Construction Manager.

The project signs are illustrated at the end of this section.

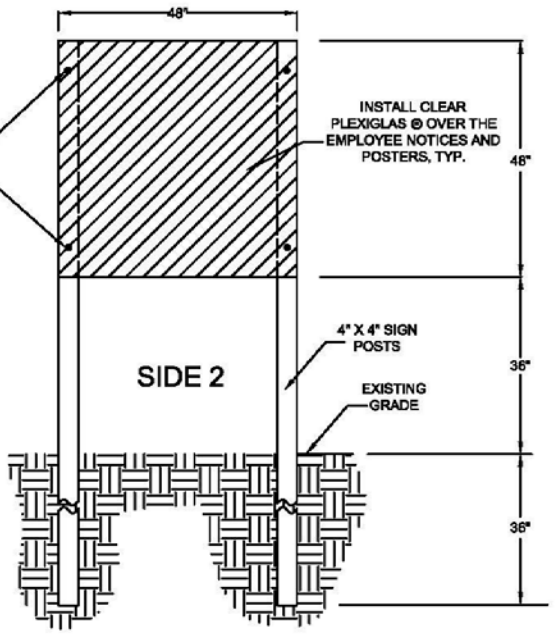
CONTRACTOR IDENTITY SIGN (FACING PUBLIC)



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

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

FEDERAL AND STATE REQUIRED CONTRACTOR'S EMPLOYEE NOTICES AND POSTERS



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

NOT TO SCALE

No.	REVISION	APPROVED	DATE

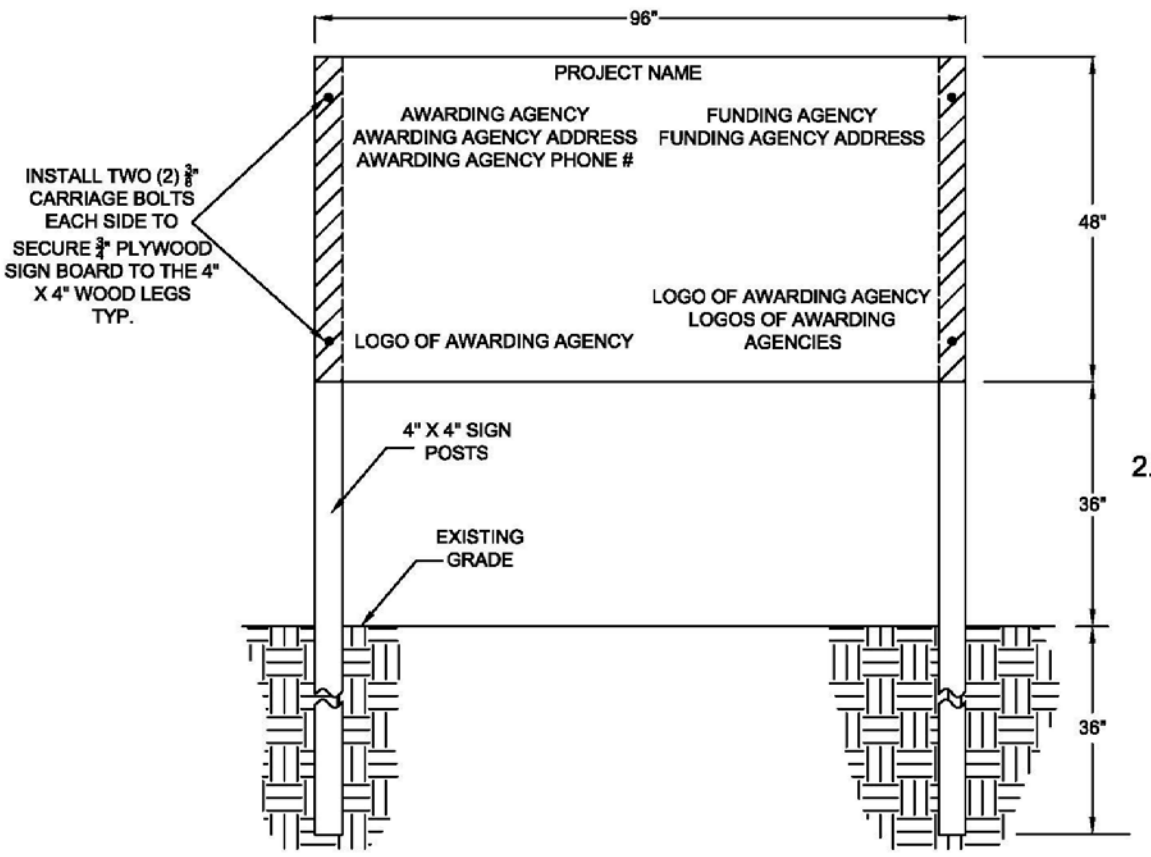
DESIGN BY: RWR | DRAWN BY: RWR
SCALE: | CHECKED BY: RWR
BENCH MARK No. | ELEVATIONS:

The Holt Group

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

SHEET No. 1 OF 1 SHEETS

PROJECT IDENTITY SIGN



NOTES:

1. AT A MINIMUM PROVIDE THE FOLLWOING INFORMATION ON THE PROJECT IDENTITY SIGN
   - * NAME OF THE PROJECT
   - * AWARDING AGENCY
   - * AWARDING AGENCY ADDRESS
   - * AWARDING AGENCY PHONE NO.
   - * AWARDING AGENCY LOGO
   - * FUNDING AGENCY
   - * FUNDING AGENCY ADDRESS
   - * FUNDING AGENCY LOGO
2. INSTALL FACING THE PUBLIC

NOT TO SCALE

No.	REVISION	APPROVED	DATE

DESIGN BY: RWR | DRAWN BY: RWR
SCALE: | CHECKED BY: RWR
BENCH MARK No. | ELEVATIONS:

TYPICAL PROJECT IDENTITY SIGNS

The Holt Group

PROJECT TITLE: PROJECT IDENTITY SIGN REQUIREMENTS
PROJECT NUMBER: 135.000E
SHEET CONTENT: ALL OTHER PROJECTS SIGN REQUIREMENTS

SHEET No. 1 OF 1 SHEETS

17. NOTIFICATION AND TRAFFIC CONTROL

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

Traffic control plans are included within the contract drawings. The Contractor shall comply with the Traffic Control Plans and Caltrans requirements if additional signs and traffic control devises are requested to be installed along Highway 115 by the local Caltrans office.

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

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

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

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

The traffic control signs, barricades, and delineators tend to get misplaced and knocked on the ground by wind or by traffic during non-working days/nights. The Contractor shall be responsible for inspecting and fixing the traffic control signs, barricades, and devices, as needed, on Saturdays, Sundays, and Holidays, in order to ensure the traffic control signs, barricades, and devices are maintained in accordance with the traffic control plans. The Contractor shall include the cost to provide 2 hours of the inspection and maintenance of the traffic control signs, barricades, and devices on each day of non-working days in his/her proposals for the traffic control-related bid item.

18. CITY OF CALIPATRIA STANDARD DETAILS AND SPECIFICATIONS

The Contractor shall comply with the General Conditions, Street Technical Specifications, Stormwater Technical Specifications, and other applicable sections of the City of Calipatria Standard Details and Specifications dated June 13, 2006, adopted by the City of Calipatria within the City of Calipatria Right-of-Way. In case of conflict between the City of Calipatria Standard Details and Specifications and these Specifications and Plans, these Specifications and Plans shall prevail.

19. REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

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

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

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

20. PROJECT MEETINGS

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

21. CERTIFICATE OF COMPLIANCE VERIFICATION

GENERAL REQUIREMENTS:

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

BUY AMERICA REQUIREMENTS:

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project, as indicated in Exhibit 12-G - Required Federal-Aid Contract Language included in Section II - Instructions to Bidders.

The Contractor shall submit Certificates of Compliance, identifying steel and iron, manufactured products, and construction materials manufactured in the United States of America and attest specifically to Buy America compliance.

22. IMPLEMENTATION OF SWPPP/WPCP AND EROSION CONTROL PLANS – N/A

The disturbed soil area for the project is less than one (1) acre and the project is exempt from the Construction Stormwater General Permit's Stormwater Pollution and Prevention Plan requirements.

23. **SUBGRADE PREPARATION – SCARIFICATION, MOISTURE-CONDITIONING, AND RE-COMPACTION**

Scarification, moisture-conditioning, and re-compaction of the subgrade (beneath the asphalt pavement) to 90% of maximum density along the roadway sections for a depth of 12-inch along Main Street shall be completed in accordance with the 2024 Caltrans Standard Specifications or ASTM D-1557, as indicated on the Plans.

The cost associated with this subgrade preparation and compaction work shall be considered inclusive of various pavement-related bid items and no separate compensation shall be provided for the subgrade preparation to the Contractor.

24. **SURPLUS NATIVE MATERIAL**

Surplus native material excavated for the construction of the project shall be removed and disposed of by the Contractor. The costs relative to the export of native material shall be included in the Contractor's Proposal (Bid Form – Basis of Bid – Schedule of Values).

25. **TIME AND MATERIAL ALLOCATION**

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

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

The Time and Material allocation for this project shall be **$10,000.** This is the number to be used for the bid proposals schedule.

SECTION IX -- TECHNICAL CONDITIONS

1. GENERAL

The Technical Specifications for the work to be completed for this project shall be the City of Calipatria Standard Specifications, the latest edition of "Greenbook" Standard Specifications for Public Works Construction, and these Technical Conditions. If there are no specific specifications included within the City of Calipatria Standard Specifications, Greenbook, or these Technical Conditions, the latest Caltrans Standard Specifications shall apply to this project. Major material component standard specifications have been included in these Technical Specifications. Some of the major material component standard specifications refer to the latest Caltrans Standard Specifications. These "referred to" specifications have not been included in this Technical Specifications Section. It shall be necessary to refer to the Caltrans Standard Specifications document to review the "referred to" sections. If pertinent specifications are not included within this Technical Specifications Section, refer to Caltrans Standard Specifications.

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

Payment of each work item shall be based on the item of work and the unit of measure shown in the bid item list. If there are no specific bid items for work required and specified on the plans and these specifications, the cost for the materials, labor, equipment, tools, rentals, and ancillary cost to complete the work is considered inclusive of various items associated with the work required and no additional compensation shall be provided.

2. EXISTING FACILITIES

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

3. PRESERVATION/PERPETUATION OF SURVEY MONUMENTS

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

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

Full compensation for completing field survey research by a California licensed professional land surveyor to determine the existence/locations of the survey monuments, verify its conditions to be protected in place or to be perpetuated, filing and signing the Certificate of Monument Preservation, and coordination with the County Surveyor's Office, City Representative(s) and other involved

stakeholders shall be considered as included in the contract lump sum price paid for the "Surveying and Construction Staking" and no additional compensation shall be provided.

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

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

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

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

City of Calipatria
125 North Park Avenue
Calipatria, CA 92233
(760) 348-4141

Certificate of Monument Preservation

City of Calipatria Project No. _____

Project Address: _____

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

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

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

I HAVE INSPECTED THE SITE AND:

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

  CORNER RECORD #_____OR RECORD OF SURVEY # _____

NAME P.L.S. / R.C.E. DATE

Post Construction Corner Record (As-Built item)

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

NAME P.L.S. / R.C.E. DATE

4. **SUBBASE PREPARATION**

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

5. **SUBGRADE PREPARATION**

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

6. **GEOSYNTHETIC PAVEMENT INTERLAYER (PAVEMENT GEOGRID)**

PAVEMENT GEOGRIDS SHALL BE **CLASS I** AS INDICATED IN THE TABLE FROM SECTION 96-1.02L PAVING GRID OF THE 2024 EDITION OF CALTRANS STANDARD SPECIFICATIONS AND SHOWN BELOW:

Paving Grid

Quality characteristic	Test method	Requirement		
		Class I	Class II	Class III
Tensile strength at ultimate (min, lb/in[a])	ASTM D6637	560 by 1,120	560	280
Aperture size (min, in)	Calipered	0.5	0.5	0.5
Elongation (max, %)	ASTM D6637	12	12	12
Mass per area (min, oz/sq yd)	ASTM D5261	16	10	5.5
Melting point (min, °F)	ASTM D276	325	325	325

[a]For Class I, machine direction x cross direction. For Class II and Class III, both directions.

CONFORM TO THE REQUIREMENTS AS SPECIFIED IN SECTION 39-2.01C(3)(g) – GEOSYNTHETIC PAVEMENT INETERLAYER, SECTION 96 – GEOSYNTHETICS, AND OTHER ASSOCIATED SECTIONS OF 2024 EDITION OF CALTRANS STANDARD SPECIFICATIONS, EXCEPT FOR THE AMENDED REQUIREMENTS AS INDICATED BELOW:

- LONGITUDINAL AND TRANSVERSE MATERIAL OVERLAP SHALL BE A MINIMUM OF 6 INCHES UNLESS A LARGER OVERLAP WIDTH IS RECOMMENDED BY THE MANUFACTURER OF THE PAVEMENT GEOGRIDS.
- THE PAYMENT QUANTITY FOR PAVEMENT GEOGRID BID ITEM PAID FOR BY THE AREA IS THE AREA MEASURED FOR THE COVERED SURFACE NOT INCLUDING THE ADDITIONAL QUANTITY USED FOR OVERLAPS.
- FULL COMPENSATION FOR FURNISHING ALL LABOR, MATERIALS, TOOLS, AND EQUIPMENT AND FOR DOING ALL THE WORK INVOLVED IN TACK COAT APPLICATION SHALL BE CONSIDERED AS INCLUDED IN THE CONTRACT UNIT PRICE PAID PER THE BID ITEM FOR PAVEMENT GEOGRIDS AND NO ADDITIONAL/SEPARATE COMPENSATION SHALL BE PROVIDED FOR TACK COAT APPLICATION.

A CERTIFICATE OF COMPLIANCE AND BUY AMERICA CERTIFICATE SHALL BE PROVIDED BY THE CONTRACTOR FOR THE PAVING GRIDS IN ACCORDANCE WITH THE CALTRANS LOCAL ASSISTANCE PROCEDURE MANUAL (LAPM) AND FEDERAL HIGHWAY ADMINISTRATION'S REQUIREMENTS, PRIOR TO THE USE OF THE PAVING GRIDS.

7. **CLASS 2 BASE**

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

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

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

THE CONTRACTOR SHALL SUPPLY A FIVE GALLON SAMPLE OF THE CLASS 2 BASE TO THE MATERIAL TESTING LABORATORY WITHIN FOUR (4) DAYS OF THE NOTICE TO PROCEED. THE MATERIAL SHALL BE DELIVERED TO THE TESTING LABORATORY TO DETERMINE THE MAXIMUM DENSITY, GRADATION, R-VALUE, SAND EQUIVALENT AND DURABILITY INDEX OF THE CLASS 2 BASE. A COPY OF THE TEST RESULTS SHALL BE FORWARDED TO THE CONSTRUCTION MANAGER BY THE GEOTECHNICAL CONSULTANT FOR REVIEW. THE GRADATION OF THE CLASS 2 BASE SHALL BE DETERMINED AND THE TEST RESULTS FORWARDED TO THE CONSTRUCTION MANAGER FOR APPROVAL PRIOR TO THE DELIVERY OF THE CLASS 2 BASE MATERIAL TO THE CONSTRUCTION SITE. CLASS 2 BASE UTILIZING RECYCLED MATERIALS SHALL BE ALLOWED IN LIEU OF VIRGIN CLASS 2 BASE AS LONG AS THE SPECIFICATIONS MEET THE CALTRANS STANDARD SPECIFICATIONS SECTION 26.

PAYMENT OF CLASS 2 BASE

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

IF CLASS 2 BASE IS PAID FOR BY WEIGHT, THE CONTRACTOR MUST PROVIDE WEIGHT TICKETS OF THE MATERIALS DELIVERED TO THE PROJECT SITE TO THE RESIDENT ENGINEER/CONSTRUCTION MANAGER ON THE DAY OF THE DELIVERY.

8. **P.C.C. CONCRETE**

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

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

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

THE CONCRETE SHALL BE SCREEDED AND FLOATED. ALL EDGES SHALL BE STRUCK WITH A CONCRETE EDGER. WEAKENED PLANE JOINTS SHALL BE ESTABLISHED AT RIGHT ANGLES TO THE SIDEWALK EDGE AS ILLUSTRATED ON THE STANDARD DRAWINGS. THE WEAKENED PLANE JOINTS SHALL BE 3/8 INCH IN WIDTH AND 3/4 INCH IN DEPTH. EXPANSION JOINTS CONSISTING OF 1/2 INCH THICK FIBERBOARD MATERIAL SHALL BE PLACED ACROSS THE FULL SECTION OF THE P.C.C. SIDEWALK EVERY 64 LINEAL FEET, OR AS REQUIRED BY THE STANDARD PLANS. AFTER THE CONCRETE SURFACE HAS BEEN FLOATED AND CURED ADEQUATELY, IT SHALL RECEIVE A DOUBLE TROWEL FINISH. THE TROWELING SHALL BE ACCOMPLISHED BY HAND WITH A STEEL TROWEL. THE SURFACE OF THE CONCRETE SHALL RECEIVE A LIGHT BROOM FINISH AFTER THE SURFACE IS DOUBLE TROWELED. THE SURFACE OF THE CONCRETE SHALL BE SMOOTH AND TRUE TO GRADE. TOLERANCE FOR THE CONCRETE SURFACE SHALL BE 1/8 INCH IN 10 LINEAL FEET WITH MAXIMUM HIGH AND LOW VARIANCE NOT OCCURRING IN LESS THAN 20 FEET. THE CONTRACTOR SHALL MAINTAIN THE CONCRETE SURFACE MOIST OR WET FOR A 24-HOUR PERIOD AFTER THE CONCRETE IS PLACED AND FINISHED TROWELED. PLACEMENT OF BURLAP BAGS OR USED CARPET OVER THE CONCRETE SURFACE AND A CONTINUOUS APPLICATION OF WATER OVER THE CONCRETE SURFACE WILL BE REQUIRED FOR A 24-HOUR PERIOD. CONCRETE SHALL NOT BE PLACED AFTER 10:00 A.M. ON FRIDAYS UNLESS APPROVED BY THE CITY REPRESENTATIVE.

9. RUBBERIZED HOT MIX ASPHALT (RHMA) OR ASPHALT RUBBER HOT MIX (ARHM)

PART 1 - GENERAL

1.01 DESCRIPTION

Requirements specified in the Technical Specifications form a part of this Section. Provide labor, equipment, tools, and materials to accomplish asphalt concrete paving as indicated on the Plans and/or on the Proposal forms.

This Section applies to all work to be completed for this project. There are two (2) types of the rubberized asphalt pavement specifications acceptable for this project as indicated below.

Rubberized Hot Mix Asphalt (RHMA) shall be ½-Inch RHMA-G with PG 70-10 and conform to the provisions in Section 39, "Hot Mix Asphalt", of Caltrans Standard Specifications.

Asphalt Rubber Hot Mix (ARHM) shall be ARHM-GG-C with PG 70-10 per Section 203 – Bituminous Materials of the Standard Specifications for Public Works Construction, "Greenbook."

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

A. Related work not included in this Section:

1. Tack Coat

2. Geosynthetic Pavement Interlayer in conformance with Section 39 of the latest Caltrans Standard Specifications

1.02 REFERENCE SPECIFICATION

Asphalt concrete paving work shall be in accordance with the latest edition of the State of California, Department of Transportation Standard Specifications (Caltrans Std. Specs.) for Rubberized Hot Mix Asphalt (RHMA) or the Standard Specficaitions for Public Works Construction, "Greenbook" for Asphalt Rubber Hot Mix (RHMA) unless specified otherwise in these Specifications.

1.03 PAVEMENT REMOVAL AND REPLACEMENT

A. General: Pavement removal and replacement for all public roads, including aggregate base and temporary paving where required, shall comply with all requirements of the governing agency of each roadway segment. In roads established under the formation of a special road district, the specifications of the Encroachment Permit shall apply. Any private roads and streets, including driveways in which the surface is removed or damaged, shall be restored to the original grade and crown by the Contractor in accordance with the paving requirements described herein. Removed or damaged sections shall be restored with the type of improvements (or better) conforming to that which existed at the time the Contractor entered upon the work.

It shall be the responsibility of the bidder to satisfy himself/herself as to the existing pavement sections prior to submitting his/her bid.

B. Pavement Cutting: Pavement shall be cut to a straight edge parallel to the pipe alignment, curb and gutter, barrier curb, pavement edge, etc., prior to excavation. The method of pavement cutting shall be sawcutting for the full depth of the pavement. Under no circumstances shall excavation be started prior to sawcutting of the pavement. If the adjacent pavement is disturbed during the Contractor's operation, the pavement shall be recut on straight lines to remove the damaged

pavement before resurfacing. Portland cement concrete pavement and sidewalk shall also be sawcut as required.

1.04 TEMPORARY PAVEMENT

Install temporary pavement in accordance with the requirements of the agency issuing the Encroachment Permit or the governing agency, if required. Steel plates may be used to cover excavation areas within the road rights-of-way to temporarily open the traffic lanes to the public.

1.05 PAYMENT

Payment for asphalt paving (new or replacement) shall be on per ton basis as indicated on the Bid Proposal forms. Certified quantity tickets (tons) shall be provided to the Engineer on the job site as the material is delivered and signed so as to certify delivery and acceptance. Any material for which asphalt concrete quantity tickets are not submitted as the material is delivered will not be recognized. Payment for asphalt concrete designated to be on a per ton basis will be based upon tickets accepted by the Engineer as the material is delivered to the project site.

PART 2 - PRODUCTS

2.01 RUBBERIZED HOT MIX ASPHALT (RHMA) – SUPERPAVE – ASPHALT CONCRETE CAP/FINISH COURSE

A. SPECIFICATIONS: 2024 Caltrans Standard Specifications – Section 39

B. MIX: Superpave, 1/2-inch, Rubberized Hot Mix Asphalt with PG 70-10

C. THICKNESS: As illustrated on the plans.

D. AGGREGATE SIZE: 1/2" maximum, medium

2.02 ASPHALT RUBBERIZED HOT MIX (ARHM) – ASPHALT CONCRETE CAP/FINISH COURSE

A. SPECIFICATIONS: 2024 Standard Specifications for Public Works Construction, "Greenbook" with 2025 Supplement

B. MIX: 1/2-inch, Asphalt Rubberized Hot Mix, Gap Graded, with PG 70-10

C. THICKNESS: As illustrated on the plans.

D. AGGREGATE SIZE: 1/2" maximum, medium

2.03 CONVENTIONAL ASPHALT CONCRETE LEVELING COURSE

A. SPECIFICATIONS: 2010 or the later edition of Caltrans Standard Specifications – Section 39

B. MIX: Type A, 1/2-inch, Hot Mix Asphalt with PG 70-10

C. THICKNESS: As illustrated on the plans.

D. AGGREGATE SIZE: ½" maximum, medium

2.04 TACK COAT

A. SPECIFICATION: Caltrans Standard Specifications (Latest Edition) - Section 39

B. MATERIAL: SS-1h emulsified asphalt

PART 3 - EXECUTION

3.01 ASPHALT CONCRETE PAVING

Asphalt Concrete shall be applied with a vibratory machine. The minimum bitumen shall be in accordance with the approved mix design. The Asphalt Concrete shall be compacted to 95 percent of maximum density per ASTM D-1559. The temperature of the asphalt when delivered to the application site shall be in the range as specified by the Caltrans Standard Specifications or Greenbook Standard Specifications, based on the rubberized hot mix asphalt chosen for the project. The finished surface shall be within ± 0.02 feet of finish design grade with maximum high and low variance occurring in a maximum of 10 horizontal feet.

Rollers of the vibratory, steel wheel or pneumatic-tired type may be used. They shall be in good condition, capable of operating at slow speeds to avoid displacement of the bituminous mixture. The number, type and weight of rollers shall be sufficient to compact the mixture to the required density while it is still in a workable condition. The use of equipment which causes excessive crushing of the aggregate will not be permitted.

After spreading, the mixture shall be thoroughly and uniformly compacted by rolling. The surface shall be rolled when the mixture has attained sufficient stability so that the rolling does not cause undue displacement, cracking or shoving. The sequence of rolling operations and the type of rollers used shall be at the discretion of the Contractor.

The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture. Any displacement occurring as a result of reversing the direction of the roller or from any other cause shall be corrected at once.

Rolling shall continue until the roller marks are eliminated, the surface is of uniform texture and true to grade and cross-section and the required field density is obtained.

To prevent adhesion of the mixture to the roller, the wheels shall be kept properly moistened, but excessive water will not be permitted.

In areas not accessible to the roller, the mixture shall be thoroughly compacted with hot hand tampers.

Any mixtures that become loose and broken, mixed with dirt, or in any way defective, shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at the Contractor's expense.

The Contractor shall pay for all costs associated with the preparation of the Marshall Mix Design, compaction tests, extraction/gradation tests and other testing required during the Submittal Phase. The Contractor shall incur all costs relative to the preparation of the Marshall Mix Design and geotechnical testing relative to the preparation of the Marshall Mix Design.

A sample of the bituminous mix will be obtained each morning pavement operations are occurring. The sample shall be obtained by the geotechnical testing consultant. The maximum density of the sample shall be determined. The results of the test will be used to base the field density tests against. An extraction from the sample shall be taken to determine the percentage of bitumen in the mix. The gradation of the sample shall also be obtained. Density tests will be taken during the rolling operation. The pavement shall continue to be rolled until the desired density is obtained. ***The costs associated with the testing shall be borne by the Contractor.*** When re-testing and additional inspection are required by the geotechnical consultant due to the Contractor's failure to meet the Specifications, the costs associated with the re-testing and inspection shall be borne by the Contractor. The geotechnical consultant tester shall provide two (2) sets of test reports to the Engineer. A field technician provided by the geotechnical testing consultant shall be made available during the asphalt placement to continuously monitor the density of the asphalt if so required by the Engineer.

A. Application: Mixing, transporting, and placing of asphalt concrete shall be in accordance with all applicable provisions of Caltrans Standard Specifications or Greenbook Standard Specifications, based on the rubberized hot mix asphalt chosen for the project. Asphalt concrete shall not be placed when the atmospheric temperature is below 60°*F*, or during unsuitable weather.

B. Pressure Treated Headers: Not Applicable.

C. Repairs: Deficient paving and/or low areas with inadequate drainage and damaged paving due to subgrade failure, inadequate trench compaction, etc., shall be repaired by the Contractor at no additional cost to the Owner.

3.02 GEOTECHNICAL TEST SCHEDULE

The following **geotechnical test(s)** for asphalt pavement shall apply to this project:

NO.	ITEM	FREQUENCY
1	Extraction/gradation test from an A.C. pavement sample obtained by the geotechnical consultant representative	One (1) test each morning pavement operations occur
2	A.C. pavement within pavement failure area – Leveling Course	One (1) density test at 95 % for every 2,000 square feet of A.C. pavement installed
3	A.C. pavement within pavement failure area – A.C. Cap/Finish Course	One (1) density test at 95 % for every 2,000 square feet of A.C. pavement installed
4	A.C. pavement in cold planed area along Main Street between Lake Avenue and International Boulevard – A.C. Cap/Finish Course	One (1) density test at 95 % for every 2,000 square feet of A.C. pavement installed
5	A.C. pavement density testing	One (1) test at each paving operation phase

Geotechnical engineers shall provide the Engineer with Monthly Summary Reports and Final Project Summary Reports per the requirements by the Owner and the governing agency(ies) and shall provide all other documentations required in accordance with Caltrans Local Assistance Procedure Manual (LAPM) and Quality Assurance Program (QAP) by the City of Calipatria.

3.03 ASSOCIATED PAVING RELATED WORK

A. Manhole Covers: Not Applicable.

B. Valve Covers: Adjust water valve risers and covers 3 inches below the finish design pavement surface prior to the installation of A.C. pavement. Raise the valve risers and covers to finish pavement grade after paving operations are completed. Place an 8-inch wide, 8-inch deep 5,000 PSI concrete ring concentric around the water valve riser and cover level with the finish pavement surface.

C. Striping: Replace the traffic striping and pavement markers over the areas receiving the overlay.

D. Traffic Signs: Replace traffic signs temporarily removed during the construction work.

E. Tack Coat: Apply tack coat on asphalt pavement/concrete surface in accordance with the Caltrans Standard Specifications – Section 39.

F. Payment: Payment for all associated paving-related work as described herein shall be included in the appropriate bid item(s) indicated on the Proposal forms and no additional compensation shall be made therefore. If there are no specific bid items for the associated work items, they shall be

considered included in the unit cost for the asphalt pavement and no additional compensation shall be made. The cost associated with the double adjustment of the existing valve(s) will be considered inclusive of the asphalt pavement cost and no additional compensation shall be made.

3.04 FOG SEAL AND PRIME COAT

Not Applicable.

3.05 TACK COAT

A. Application: If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat of SS-1h emulsified asphalt at an approximate rate of 0.25 L/m^2 to 0.45 L/m^2 (0.05 to 0.10 gallon per square yard) shall be uniformly applied upon the existing pavement preceding the placement of the asphalt concrete. The surface shall be free of water, foreign material, or dust, when the tack coat is applied. To minimize public inconvenience, no greater area shall be treated in any one day than is planned to be covered by asphalt concrete during the same day, unless otherwise authorized by the Engineer.

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

The contact surfaces of all cold pavement joints, curbs, gutters, manholes, valves, and the like shall be painted with Grade SS-1h emulsified asphalt immediately before the adjoining asphalt concrete is placed.

3.06 PAVING SCHEDULE

Paving operations shall not be conducted during the morning and afternoon school peak hours. The Contractor shall coordinate with the representatives of Calipatria Unified School District, the City of Calipatria, Church, Businesses, and Residents affected by the paving operations, prior to finalizing the paving schedule. The Contractor shall communicate and coordinate with the affected parties and review the traffic control plans and the paving schedule for their understanding.

10. STRIPING AND PAVEMENT MARKINGS

Traffic stripes and pavement markings shall conform to Section 84, "Markings" of the latest Caltrans Standard Specifications, except that Section 84-2.03B(2)(c) sprayable thermoplastic will not be allowed. Pavement markings to be installed/applied in accordance with the locations and requirements illustrated on the striping plans shall be thermoplastic or quick dry paint. If quick dry paint is used, three (3) coats on a single day application or two (2) coats on two (2) separate days will be required.

All the painted traffic stripes shall be quick dry paint and applied in three-coats unless thermoplastic is used.

Existing or conflicting striping shall be removed as specified on the plans by hydroblasting or other abrasive mean just enough to remove it and avoid to create a recessed surface. The surface where the stripes and markings were removed shall be covered with fog seal completely. In the case of the pavement marking removal, the fog sealed surface shall be squared to the outer limits of the marking and shall be covered completely.

Striping and pavement markings shall not be applied before 14 days of fog seal or asphalt concrete placement. Surface cleaning and preparation shall be performed with mechanical wire brushing according to Section 84-2.03b Surface Preparation. Striping and pavement markings installation and removal shall be paid at the contract lump sum for the "Signage and Striping" related bid item. Work shall be completed as shown on the Striping/Improvement Plans and in accordance with Section 84 of the latest Caltrans Standard Specifications. The respective contract lump sum price shall include full compensation for furnishing all labor, materials, equipment, tools, and incidentals for doing all the work, including, but not limited to, the following:

- Removal and placement of painted lines, markings, and stenciling.
- Fog seal.
- Protection of the existing stripes and markers.
- Temporary pavement markings prior to opening the roadway.
- Surface cleaning and preparation.
- Temporary tabs. (installed in between final asphalt concrete placement and permanent striping).
- Apply 3 – coats on all striping.
- All pavement markings shall be thermoplastic.
- Traffic control plan preparation and implementation if different from the traffic control plan included in the improvement plans or if the roadway opens prior to the application of striping and pavement markings

Complete in place, as shown on the plans and as specified herein.

11. MANHOLE/VALVE FRAMES AND COVERS

ALL MANHOLE FRAMES AND COVERS, VALVE BOXES AND LIDS, AND OTHER SIMILAR EXISTING UTILITIES SHALL BE RAISED TO THE GRADE OF THE FINISHED PAVEMENT SURFACE BY THE CONTRACTOR, IN ACCORDANCE WITH THE UTILITY OWNER'S REQUIREMENTS FOR EACH UTILITY TO BE ADJUSTED. MANHOLE FRAMES AND COVERS, AND SIMILAR UTILITY COVERS SHALL BE LOWERED A MINIMUM OF 3 INCHES BELOW THE DESIGN PAVEMENT SURFACE PRIOR TO THE INSTALLATION OF A.C./ARHM PAVEMENT. MANHOLE FRAMES AND COVERS AND OTHER LIDS SHALL BE RAISED AFTER PAVING OPERATIONS HAVE OCCURRED. 8-INCH WIDE, 8-INCH DEEP CONCRETE COLLARS SHALL BE POURED CONCENTRIC WITH THE OUTSIDE OF VALVE EXTENSION RISERS 3/8 INCHES BELOW THE FINISH PAVEMENT SURFACE. A ONE (1) FOOT WIDE, ONE (1) FOOT DEEP CONCRETE COLLAR SHALL BE POURED CONCENTRIC WITH THE OUTSIDE OF ALL MANHOLE FRAMES AND COVERS 3/8 INCHES BELOW THE SURFACE OF THE PAVEMENT. MANHOLE FRAMES AND COVERS SHALL BE RAISED WITH CONCRETE GRADE RINGS 3/8 INCHES BELOW THE NEW STREET PAVEMENT SURFACE ELEVATION. THE MANHOLE FRAME AND COVERS AND VALVE EXTENSION RISERS AND COVERS SHALL BE RAISED 3/8 INCHES BELOW THE PAVEMENT GRADE AFTER PAVING OPERATIONS ARE COMPLETE.

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

12. TACK COAT (SS1H) APPLICATION

Tack coat application shall be in accordance with the latest Caltrans Standard Specifications.

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

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

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

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

END OF SECTION

ATTACHMENT 2

SAMPLE CONTRACT AGREEMENT

Exhibit 10-R: A&E BOILERPLATE AGREEMENT LANGUAGE

(For Local Assistance Federal-Aid Projects)

NOTE TO LOCAL AGENCY - BE SURE THAT YOUR LEGAL STAFF REVIEWS AND APPROVES ALL CONSULTANT CONTRACTS BEFORE EXECUTION. THIS AGREEMENT LANGUAGE IS RECOMMENDED LANGUAGE, EXCEPT ARTICLE XXXII TITLE VI ASSURANCES (APPENDICES A AND E MUST BE PHYSICALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT AND APPENDICES B-D MUST BE PHYSCIALLY INCLUDED, UNMODIFIED, IN ANY FEDERAL-AID CONTRACT INVOLVING RIGHT OF WAY ACQUISITION). MODIFY AS RECOMMENDED BY YOUR OWN LEGAL STAFF AND TO FIT YOUR PARTICULAR REQUIREMENTS AND PROJECT.

THE FISCAL AND FEDERAL PROVISIONS ARE REQUIRED IN ALL FEDERALLY FUNDED CONTRACTS. THE ORIGINAL INTENT OF THE ARTICLE SHALL REMAIN, IF MODIFIED BY YOUR LEGAL STAFF.

THIS EXHIBIT CONTAINS FISCAL REQUIREMENTS FROM 2 CFR 200 AND IS TO BE USED FOR STATE-ONLY FUNDED CONTRACTS AS WELL.

[*Note: italic text within brackets throughout the Articles is intended for instructional purposes only*]

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ARTICLE I INTRODUCTION

A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:
(NAME OF CONSULTANT)

Incorporated in the State of (NAME OF STATE)
The Project Manager for the "CONSULTANT" will be (NAME)
The name of the "LOCAL AGENCY" is as follows:
(NAME)

The Contract Administrator for LOCAL AGENCY will be (NAME)

B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto (Attachment #) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of City.

E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.

F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from City under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.

H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

[*Choose either Option 1 or Option 2*]

[*Option 1 - Use paragraphs A & B below for standard AGREEMENTs*]

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

~~[*Option 2 - Use paragraphs A & B below for on-call AGREEMENTs]~~

~~A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.~~

~~B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).~~

ARTICLE III STATEMENT OF WORK

[*Insert Appropriate Statement of work including a Description of the Deliverables in the following sections. If a section does not apply to the AGREEMENT, state "Not Applicable to this AGREEMENT."*]

A. CONSULTANT Services
[*Detail based on the services to be furnished should be provided by CONSULTANT. Nature and extent should be verified in the negotiations to make precise statements to eliminate subsequent*

uncertainties and misunderstandings. Reference to the appropriate standards for design or other standards for work performance stipulated in CONSULTANT AGREEMENT should be included. Describe acceptance criteria, and if the responsible CONSULTANT/engineer shall sign all Plans, Specifications and Estimate (PS&E) and engineering data furnished under the AGREEMENT including registration number.

Environmental documents are not considered complete until a Caltrans District Senior Environmental Planner signs the Categorical Exclusion, a Caltrans Deputy District Director signs the Finding of No Significant Impact, or the Caltrans District Director signs the Record of Decision (see LAPM Chapter 6: Environmental Procedures, and the Standard Environmental Reference).]

B. Right of Way
[*State whether Right of Way requirements are to be determined and shown by CONSULTANT, whether land surveys and computations with metes and bounds descriptions are to be made, and whether Right of Way parcel maps are to be furnished.*]

C. Surveys
[*State whether or not the CONSULTANT has the responsibility for performing preliminary or construction surveys.*]

D. Subsurface Investigations
[*State specifically whether or not CONSULTANT has responsibility for making subsurface investigations. If borings or other specialized services are to be made by others under the supervision of CONSULTANT, appropriate provisions are to be incorporated. Archaeological testing and data recovery guidance can be found in the Standard Environmental Reference.*]

E. Local Agency Obligations
All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work
This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings
[*For AGREEMENTs requiring the preparation of construction drawings, make provision for checking shop drawings. Payment for checking shop drawings by CONSULTANT may be included in the AGREEMENT fee, or provision may be made for separate payment.*]

H. CONSULTANT Services During Construction
The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules
AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.

J. Deliverables and Number of Copies
The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

ARTICLE IV PERFORMANCE PERIOD

[*A time must be set for beginning and ending the work under the AGREEMENT. The time allowed for performing the work is specified; it should be reasonable for the kind and amount of services contemplated; and it is written into the AGREEMENT. If it is desirable that Critical Path Method (CPM) networks, or other types of schedules be prepared by CONSULTANT, they should be identified and incorporated into the AGREEMENT.*]

A. This AGREEMENT shall go into effect on (DATE), contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on (DATE), unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

[*Use paragraph C below in addition to paragraphs A & B above for on-call AGREEMENTs. On-call AGREEMENTs shall be 5 years maximum.*]

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

[*Choose either Option 1, 2, 3, or 4*]

[*Option 1 - Use paragraphs A through K below for Cost-Plus-Fixed Fee AGREEMENTs*]

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $(AMOUNT). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed $(Amount).

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

[*Option 2 - For Cost per Unit of Work AGREEMENTs, replace paragraphs A & B of Option 1 with the following paragraphs A, B, and C and re-letter the remaining paragraphs. Adjust as necessary for work specific to your project*].

A. The method of payment for the following items shall be at the rate specified for each item, as described in this Article. The specified rate shall include full compensation to CONSULTANT for the item as described, including but not limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore.

B. The specified rate to be paid for vehicle expense for CONSULTANT's field personnel shall be $(Amount) per approved Cost Proposal. This rate shall be for fully equipped vehicle(s) specified in

Article III Statement of Work, as applicable. The specified rate to be paid for equipment shall be, as listed in the approved Cost Proposal.

C. The method of payment for this AGREEMENT, except those items to be paid for on a specified rate basis, will be based on cost per unit of work. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment-rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY approved overhead rate set forth in the approved Cost Proposal. In the event, LOCAL AGENCY determines that changed work from that specified in the approved Cost Proposal and AGREEMENT is required; the actual costs reimbursable by LOCAL AGENCY may be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I," of this article shall not be exceeded unless authorized by AGREEMENT amendment.

[*Option 3 - Use paragraphs A through P for Specific Rates of Compensation Agreements (such as on-call Agreements). This payment method shall only be used when it is not possible at the time of procurement to estimate the extent or duration of the work or to estimate costs with any reasonable degree of accuracy. The specific rates of compensation payment method should be limited to AGREEMENTs or components of AGREEMENTs for specialized or support type services where the CONSULTANT is not in direct control of the number of hours worked, such as construction engineering and inspection.*]

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.

B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.

C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.

E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

F. [*Local Agency to include either (a) or (b) below; delete the other one*]

(a) Reimbursement for transportation and subsistence costs shall not exceed State rates.

(b) Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.

G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.

K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(NAME OF LOCAL AGENCY/ NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.

M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.

N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.

P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed $ (Amount). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

[*Option 4 - Use paragraphs A through E below for lump sum agreements.*

A. The method of payment for this AGREEMENT will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article III Statement of Work. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by AGREEMENT amendment and approved by LOCAL AGENCY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT in accordance with the provisions of Article VI Termination.

C. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this AGREEMENT.

D. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice must be submitted within sixty (60) calendar days after completion of CONSULTANT's work unless a later date is approved by the LOCAL AGENCY. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

(LOCAL AGENCY/NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

E. The total amount payable by LOCAL AGENCY shall not exceed $(Amount).

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by City by virtue of any breach of this AGREEMENT by CONSULTANT, and City may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due City from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

   1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant'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 CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant 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 subconsultant, 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 subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

[*Choose either Method 1, Method 2, or Method 3 below and delete the other two.*]

Method 1: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 2: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Method 3: The LOCAL AGENCY shall hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY of the contract work and pay retainage to CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from all subconsultants within 15 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the LOCAL AGENCY. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT; deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant 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 CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov**.**

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

    a. The information contained in the payroll record is true and correct.

    b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

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

    b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:

    a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

    b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

    c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

    d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

[*Include this article in all AGREEMENTs where federal funding will exceed $150,000. If less than $150,000 in federal funds will be expended on the AGREEMENT; delete this article and re-number the subsequent articles.*]

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

   1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. 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 ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2

CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultant*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

I. CONSULTANT, subrecipient or subconsultant 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, CONSULTANT, subrecipient or subconsultant 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.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and

4. 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 three (3) years.

B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26) To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that 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 CONSULTANT 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 CONSULTANT purchases from DBEs counts towards the goal in the following manner:

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

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is _____%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT 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 CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant'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 or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

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

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

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

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

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:
    a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
    b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
        - Description of scope of work and cost proposal

- Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
- Revised Exhibit 10-O2: Consultant Contract DBE Commitment

2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
   - Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
   - Solicitations of DBEs for performance of work identified
   - Correspondence with interested DBEs that may have included contract details and requirements
   - Negotiation efforts with DBEs that reflect why an agreement was not reached
   - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
   - Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
   - Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

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

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative 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 subconsultant
   - Name and business address of each DBE subconsultant, 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 CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

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

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

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

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

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

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

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

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY

these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

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

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

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

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

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

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work

of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.

L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

[*Choose either Option 1 or Option 2*]

[*Option 1 - for AGREEMENT with a scope of services that may require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way; where there would be exposure to public traffic or construction operations.*]

A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars ($1,000,000) per occurrence.

B. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

[*Option 2 - for AGREEMENTs with a scope of services that will not require the CONSULTANT or subconsultant to work within the operating state or Local Agency Highway Right of Way where there would be exposure to public traffic or construction CONSULTANT operations.*]

CONSULTANT is not required to show evidence of general comprehensive liability insurance.

ARTICLE XX FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing

business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

[*Choose either Option 1 or Option 2*]

[*Option 1 - Use paragraphs A through C below for all AGREEMENTs without PS&E submittal*]

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.

B. ~~Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.~~

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

[*Option 2 - Replace Paragraph B, above, with the following for AGREEMENTs requiring the submission of PS&E*]

B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

[*Add the following paragraph to all AGREEMENTs, which may require trenching of five feet or deeper*]

D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of City, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, City shall be entitled to, and CONSULTANT shall deliver to City, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to City which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by City.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of City without restriction or limitation upon its use or dissemination by City.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by City for another project or project location shall be at City's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY.

Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

[*For PS&E contracts add paragraph F, below, to paragraphs A through E, above*]

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of City or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, City has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, City's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT 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 CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT

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

(1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.

(2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

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

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

[*The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if appliable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.*

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]

APPENDIX A

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

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, 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. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT 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 CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

    ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT 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.

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

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

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

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

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

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

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

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

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

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on,

over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of

public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:
(CONSULTANT)
(NAME) ,Project Manager
(ADDRESS)

LOCAL AGENCY:
(LOCAL AGENCY)
(NAME) , Contract Administrator
(ADDRESS)

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

(Name of LOCAL AGENCY)	(Name of CONSULTANT)
(Signature) (Name of Signer)	(Signature) (Name of Signer)
Date: _____	Date: _____

ATTACHMENT 3

REQUIRED LOCAL ASSISTANCE PROCEDURES MANUAL (LAPM) EXHIBITS

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 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

Congressional District, if known

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

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

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

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

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

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

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

15. 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 12:

(attach Continuation Sheet(s) if necessary)

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

17. 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:_____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q 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 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. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. 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 (Ml).
12. 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.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. 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.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and 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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE NEXT PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

1. The prospective recipient of Federal assistance funds certifies, by submission of this IFB/RFP Response, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this IFB/RFP Response.

Name and Title of Authorized Representative	
Signature	Date

FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)

Instructions for Certification

1. By signing and submitting this IFB Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this class 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 recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this RFP Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "RFP Response," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this RFP Response is submitted for assistance in obtaining a copy of those regulations.

5. The prospective recipient of Federal assistance funds agrees by submitting this RFP Response 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 DOL.

6. The prospective recipient of Federal assistance funds further agrees by submitting this RFP Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.

8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 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 DOL may pursue available remedies, including suspension and/or debarment.

ATTACHMENT 4

SAMPLE COST PROPOSAL

Reset Form

SAMPLE COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed ☐ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant _____

Project No. _____ Contract No. _____ Date _____

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
				$ 0.00
				$ 0.00
				$ 0.00
				$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs $ 0.00

b) Anticipated Salary Increases (see page 2 for calculation) _____

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] $ 0.00

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] $ 0.00

f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] $ 0.00

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] $ 0.00

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] $ 0.00

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 0.00%] $ 0.00

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				$ 0.00
Equipment Rental and Supplies				$ 0.00
Permit Fees				$ 0.00
Plan Sheets				$ 0.00
Test				$ 0.00

l) **TOTAL OTHER DIRECT COSTS** $ 0.00

m) **SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: _____

Subconsultant 2: _____

Subconsultant 3: _____

Subconsultant 4: _____

m) **TOTAL SUBCONSULTANTS' COSTS** $ 0.00

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] $ 0.00

TOTAL COST [(c) + (j) + (k) + (n)] $ 0.00

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

SAMPLE COST PROPOSAL 1

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$250,000.00	500	=	$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$50.00	+	2%	=	$51.00	Year 2 Avg Hourly Rate
Year 2	$51.00	+	2%	=	$52.02	Year 3 Avg Hourly Rate
Year 3	$52.02	+	2%	=	$53.06	Year 4 Avg Hourly Rate
Year 4	$53.06	+	2%	=	$54.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.0%	5000	=	1000	Estimated Hours Year 1
Year 2	400%	5000	=	2000	Estimated Hours Year 2
Year 3	15.0%	5000	=	750	Estimated Hours Year 3
Year 4	15.0%	5000	=	750	Estimated Hours Year 4
Year 5	100%	5000	=	500	Estimated Hours Year 5
Total	100%	Total	=	5000	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)	Estimated hours (calculated above)		Cost per Year	
Year 1	$50.00	1000	=	$50,000.00	Estimated Hours Year 1
Year 2	$51.00	2000	=	$102,000.00	Estimated Hours Year 2
Year 3	$52.02	750	=	$39,015.00	Estimated Hours Year 3
Year 4	$53.06	750	=	$39,795.30	Estimated Hours Year 4
Year 5	$54.12	500	=	$27,060.80	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation		=	$257,871.10	
	Direct Labor Subtotal before Escalation		=	$250,000.00	
	Estimated total of Direct Labor Salary Increase		=	**$7,871.10**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
   (i e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

SAMPLE COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:_____ Title *: _____ $ 0.00

Signature : _____ Date of Certification (mm/dd/yyyy): _____

Email: _____ Phone Number: _____

Address:_____

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract: