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 NO.: CML - 5243 (018)

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 **120 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 **$ 4,200.00** per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

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

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

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

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

Manufactured Products

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

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

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

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

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

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

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

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

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

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

9. QUALITY ASSURANCE

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

10. PROMPT PAYMENT

A. FROM THE AGENCY TO THE CONTRACTORS

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

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

B. SUBMITTAL OF EXHIBIT 9-P

For projects awarded on or after September 1, 2023:

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

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

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

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

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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
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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).

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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 the 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). ___**CML-5243_(018)**_____ Bid Opening Date _____ CON

The _____City of Calipatria_____established a Disadvantaged Business Enterprise (DBE) goal of __**16**__% 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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SECTION III -- CALTRANS LAPM FORMS

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		

15. ORIGINAL DBE COMMITMENT AMOUNT $ _____ 16. TOTAL

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date

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

21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

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

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

Local Assistance Procedures Manual

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

Page 1 of 2
January 2018

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 – SOUTH BROWN AVENUE ROADWAY AND PEDESTRIAN FACILITIES IMPROVEMENT PROJECT BETWEEN MAIN STREET/STATE ROUTE 115 AND CHURCH STREET.

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 one hundred twenty (120) calendar days. Liquidated damages in the amount of four thousand two hundred dollars ($4,200.00) per calendar day shall be assessed after the designated one hundred twenty (120) 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
SOUTH BROWN AVENUE ROADWAY AND PEDESTRIAN FACILITIES IMPROVEMENT PROJECT
BETWEEN MAIN STREET/STATE ROUTE 115 AND CHURCH STREET

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	MOBILIZATION	LUMP SUM	------	------	_____
2	POTHOLE EXISTING UTILITIES	LUMP SUM	------	------	_____
3	SAWCUT THE EXISTING A.C. PAVEMENT FOR THE FULL DEPTH OF THE A.C. PAVEMENT. SEE DEMOLITION KEYNOTE 1 ON PLAN SHEET 3.	L.F.	_____	290	_____
4	COLD PLANE EXISTING A.C. PAVEMENT FOR A THICKNESS OF 0.20' MIN. PER DETAIL F ON SHEET 10 AND PIPELINE TRENCH DETAIL L ON PLAN SHEET 11. CONTRACTOR TO DISPOSE OF GRINDINGS. SEE DEMOLITION KEYNOTE 2 ON PLAN SHEET 3.	S.Y.D.	_____	63	_____
5	REMOVE AND DISPOSE OF EXISTING A.C. PAVEMENT. SEE DEMOLITION KEYNOTE 3 ON PLAN SHEET 3.	C.Y.D.	_____	489	_____
6	REMOVE AND DISPOSE OF EXISTING NATIVE MATERIAL AND UNDERLYING MATERIAL BENEATH A.C. PAVEMENT, DRIVEWAYS, CROSS-GUTTER AND SPANDREL TO SUBBASE DESIGN GRADE. SEE DEMOLITION KEYNOTES 3, 4, 15, AND 17 ON PLAN SHEET 3.	C.Y.D.	_____	4,122	_____
7	LOWER THE EXISTING SANITARY SEWER MANHOLE FRAME AND COVER TO A DEPTH 0.3 FEET BELOW GRADE PRIOR TO PAVING ACTIVITIES PER DEMOLITION KEYNOTE 7 ON PLAN SHEET 3.	EACH	_____	5	_____

Item No.	Item	Units of Measure	Price Per Unit	Estimated Quantity	Total Amount
8	LOWER THE EXISTING STORMWATER MANHOLE FRAME AND COVER TO A DEPTH 0.3 FEET BELOW GRADE PRIOR TO PAVING ACTIVITIES PER DEMOLITION KEYNOTE 8 ON PLAN SHEET 3.	EACH	_____	5	_____
9	REMOVE AND TEMPORARILY STORE THE EXISTING STOP SIGN AND STREET NAME SIGNS TO BE RELOCATED. SEE DEMOLITION KEYNOTE 9 ON PLAN SHEET 3.	EACH	_____	4	_____
10	REMOVE AND DISPOSE OF THE EXISTING CHAIN LINK FENCE AND/OR SWING GATE. CONTRACTOR TO SALVAGE EXISTING CHAIN LINK MESH MATERIAL, AND DISPOSE OF OTHER APPURTENANCES INCLUDING, BUT NOT LIMITED TO, POSTS AND P.C.C. FOOTINGS. SEE DEMOLITION KEYNOTE 10 ON PLAN SHEET 3.	L.F.	_____	32	_____
11	REMOVE AND DISPOSE OF EXISTING STOP SIGN MOUNTED ON THE EXISTING POWER POLE PER DEMOLITION KEYNOTE 12 ON PLAN SHEET 3.	EACH	_____	1	_____
12	SAWCUT THE EXISTING P.C.C. DRIVEWAY FOR THE FULL DEPTH. SEE DEMOLITION KEYNOTE 14 ON PLAN SHEET 3.	L.F.	_____	73	_____
13	REMOVE AND DISPOSE OF EXISTING P.C.C. DRIVEWAY PER DEMOLITION KEYNOTE 15 ON PLAN SHEET 3.	C.Y.D.	_____	4	_____
14	REMOVE AND DISPOSE OF EXISTING P.C.C. CONCRETE APRON, INLET GRATE AND FRAME. SEE DEMOLITION KEYNOTE 16 ON SHEET 3.	EACH	_____	2	_____
15	REMOVE AND DISPOSE OF EXISTING P.C.C. CROSS-GUTTER AND SPANDREL. SEE DEMOLITION KEYNOTE 17 ON SHEET 3.	C.Y.D.	_____	23	_____
16	INSTALL A.C. PAVEMENT. SEE CONSTRUCTION KEYNOTE 1 AND 2 ON PLAN SHEETS 4 THROUGH 6.	TONS	_____	2,034	_____

Item No.	Item	Units of Measure	Price Per Unit	Estimated Quantity	Total Amount
17	INSTALL CLASS 2 BASE MATERIAL BENEATH NEW IMPROVEMENTS AND OTHER AREAS PER CONSTRUCTION KEYNOTES 1,3,5,12,13,14,15,17,19 AND 22 ON PLAN SHEETS 4 THROUGH 6 .	TONS	_____	6,781	_____
18	INSTALL 6-INCH P.C.C CURB AND GUTTER AND CURB TRANSITION PER CONSTRUCTION KEYNOTE 3 AND 19 ON PLAN SHEETS 4 THROUGH 6 AND CONSTRUCTION KEYNOTE 2 ON PLAN SHEETS 8 AND 9.	L.F.	_____	1,985	_____
19	INSTALL NEW 4-INCH THICK P.C.C. SIDEWALK. SEE CONSTRUCTION KEYNOTE 4 ON PLAN SHEETS 4 THROUGH 6 AND CONSTRUCTION KEYNOTE 3 ON PLAN SHEETS 8 AND 9.	S.F.	_____	5,116	_____
20	INSTALL GRANULAR SAND MATERIAL BENEATH SIDEWALKS PER CONSTRUCTION KEYNOTE 4 ON PLAN SHEETS 4 THROUGH 6 AND CONSTRUCTION KEYNOTE 3 ON PLAN SHEETS 8 AND 9.	TONS	_____	212	_____
21	INSTALL P.C.C. HANDICAP RAMP PER CONSTRUCTION KEYNOTE 5 ON PLAN SHEETS 4 THROUGH 6. SEE BLOW-UP DETAILS AND CONSTRUCTION KEYNOTE 4 ON PLAN SHEETS 8 AND 9.	S.F.	_____	1,809	_____
22	INSTALL TRUNCATED DOMES PER CONSTRUCTION KEYNOTE 5 ON PLAN SHEETS 4 THROUGH 6 AND CONSTRUCTION KEYNOTE 4 ON PLAN SHEETS 8 AND 9.	S.F.	_____	165	_____
23	INSTALL NEW 4-FOOT-HIGH CHAIN LINK FENCE AND CHAIN LINK SWING GATE. SEE CONSTRUCTION KEYNOTE 6 ON SHEETS 4 THROUGH 6 AND CONSTRUCTION KEYNOTE 5 ON PLAN SHEETS 8 AND 9.	LUMP SUM	------	------	_____

Item No.	Item	Units of Measure	Price Per Unit	Estimated Quantity	Total Amount
24	ADJUST THE EXISTING SANITARY SEWER MANHOLE FRAME AND COVER TO FINISH GRADE AFTER PAVING OPERATIONS ARE COMPLETE PER CONSTRUCTION KEYNOTE 8 ON PLAN SHEETS 4 THROUGH 6.	EACH	_____	5	_____
25	ADJUST THE EXISTING STORMWATER MANHOLE FRAME AND COVER TO FINISH GRADE AFTER PAVING OPERATIONS ARE COMPLETE PER CONSTRUCTION KEYNOTE 9 ON PLAN SHEETS 4 THROUGH 6.	EACH	_____	5	_____
26	INSTALL NEW 6-INCH THICK REINFORCED P.C.C. DRIVEWAY PER CONSTRUCTION KEYNOTE 12 ON PLAN SHEETS 4 THROUGH 6.	S.F.	_____	4,260	_____
27	INSTALL NEW REINFORCED P.C.C. CROSS GUTTER. SEE CONSTRUCTION KEYNOTE 13 ON PLAN SHEETS 4 THROUGH 6 AND CONSTRUCTION KEYNOTE 8 ON PLAN SHEETS 8 AND 9.	S.F.	_____	1,330	_____
28	INSTALL NEW P.C.C. SPANDREL. SEE CONSTRUCTION KEYNOTE 13 ON PLAN SHEETS 4 THROUGH 6 AND CONSTRUCTION KEYNOTE 8 ON PLAN SHEETS 8 AND 9.	S.F.	_____	603	_____
29	INSTALL NEW 6-INCH P.C.C. BARRIER CURB AT THE BACK OF THE SIDEWALK. SEE CONSTRUCTION KEYNOTE 14 ON PLAN SHEETS 4 THROUGH 6.	L.F.	_____	27	_____
30	INSTALL 24" X 24" STORMWATER CATCH BASIN TYPE G-3 PER CALTRANS STANDARD DETAIL D72B. SEE CONSTRUCTION KEYNOTE 15 ON PLAN SHEETS 4 THROUGH 6 AND CONSTRUCTION KEYNOTE 10 ON PLAN SHEETS 8 AND 9. INSTALLATION OF P.C.C. STRUCTURE WITH CLASS 2 BASE BEDDING NATIVE MATERIAL BACKFILL AND ALL ASSOCIATIVE WORK, MATERIALS, EQUIPMENT AND LABOR ARE INCLUSIVE OF THIS ITEM.	EACH	_____	3	_____

Item No.	Item	Units of Measure	Price Per Unit	Estimated Quantity	Total Amount
31	INSTALL NEW 18-INCH DIA. DUAL WALL HDPE STORMWATER PIPELINE PER CONSTRUCTION KEYNOTE 16 ON PLAN SHEETS 4-6. EXCAVATION OF TRENCH, COMPACTION OF SUBGRADE/BACKFILL MATERIAL, INSTALLATION OF PIPELINE WITH SAND BEDDING, STRUCTURE BACKFILL/NATIVE MATERIAL BACKFILL AND ALL ASSOCIATIVE WORK, MATERIALS, EQUIPMENT AND LABOR ARE INCLUSIVE OF THIS BID ITEM. EXCLUDE A.C. PAVEMENT AND CLASS 2 BASE INSTALLATION COST FROM THIS BID ITEM.	L.F.	_____	90	_____
32	INSTALL NEW P.C.C. CURB AND GUTTER INCLUDING TRANSITIONAL SECTIONS OF CURB AND GUTTER. REFER TO CONSTRUCTION KEYNOTES 17 AND 19 ON PLAN SHEETS 4 THROUGH 6 AND CONSTRUCTION KEYNOTE 11 ON PLAN SHEETS 8 AND 9.	L.F.	_____	164	_____
33	GRADE EXISTING NATIVE MATERIAL FROM THE BACK OF SIDEWALK, A.C. PAVEMENT, CURB AND GUTTER, OR DRIVEWAY FOR A DISTANCE OF 5-FEET TO DAYLIGHT PER CONSTRUCTION KEYNOTE 20 ON PLAN SHEETS 4 THROUGH 6 AND CONSTRUCTION KEYNOTE 6 ON PLAN SHEETS 8 AND 9.	SYD	_____	1,222	_____
34	INSTALL NEW 24" X 24" STORMWATER DROP INLET FRAME AND GRATE WITH CURB DEPRESSION PER CALTRANS STANDARD DETAIL D78A ON THE EXISTING CATCH BASIN BOX. SEE DETAIL I ON SHEET 11.	EACH	_____	2	_____
35	CONTRACTOR TO CORE THE WALL OF THE EXISTING MANHOLE OR CATCH BASIN WITH AN OPENING SUFFICIENT TO INSTALL THE NEW STORM DRAIN PIPE FLUSH WITH THE INTERIOR FACE OF THE WALL. INSTALL A NON-SHRINK GROUT IN THE FULL ANNULAR VOLUME BETWEEN THE PIPE AND THE WALL OPENING.	EACH	_____	2	_____

Item No.	Item	Units of Measure	Price Per Unit	Estimated Quantity	Total Amount
36	REPLACE THE EXISTING MANHOLE COVER WITH A NEW 36-INCH DIAMETER GRATE INLET COVER TYPE 36 RX PER CALTRANS STANDARD DETAIL D77B.	EACH	_____	1	_____
37	SURVEYING AND CONSTRUCTION STAKING	LUMP SUM	------	------	_____
38	GEOTECHNICAL TESTING – QUALITY CONTROL (QC)	LUMP SUM	------	------	_____
39	WPCP IMPLEMENTATION, EROSION CONTROL BMPS AND QSP AND QSD INSPECTION.	LUMP SUM	------	------	_____
40	TRAFFIC CONTROL	LUMP SUM	------	------	_____
41	STRIPING AND SIGNAGE PER PLAN SHEET 15 – STRIPING AND SIGNAGE PLANS.	LUMP SUM	------	------	_____
42	TRENCHING, SHORING, AND EXCAVATION AS REQUIRED FOR THE CONSTRUCTION OF STORMWATER FACILITIES PER TECHNICAL SPECIFICATION SECTION - SHEETING, SHORING, AND BRACING.	LUMP SUM	------	------	_____
43	TIME AND MATERIAL ALLOCATION	LUMP SUM	------	------	**$50,000.00**

TOTAL FOR COMPARISON
BID ITEMS 1 THROUGH 43

_____
_____
_____ _____
(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 – SOUTH BROWN AVENUE ROADWAY AND PEDESTRIAN FACILITIES IMPROVEMENT PROJECT BETWEEN MAIN STREET/STATE ROUTE 115 AND CHURCH STREET

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:
CML 5243(018)

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:
CML 5243(018)

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:
CML 5243(018)

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 CONTACTED BY BIDDER **BUT NOT SELECTED**

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER:
CML 5243(018)

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.	PCC Concrete		
4.	Stormwater Drainage Facilities		
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			

		MANUFACTURER	SUPPLIER
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 – SOUTH BROWN AVENUE ROADWAY AND PEDESTRIAN FACILITIES IMPROVEMENT PROJECT BETWEEN MAIN STREET/STATE ROUTE 115 AND CHURCH STREET

_____
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 – SOUTH BROWN AVENUE ROADWAY AND PEDESTRIAN FACILITIES IMPROVEMENT PROJECT BETWEEN MAIN STREET/STATE ROUTE 115 AND CHURCH STREET

_____	_____
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 Contract Documents. 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:_____

19 – TITLE VI ASSURANCES

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 following:

Statutory/Regulatory 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);
- 49 C.F.R Part 21 (entitled Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. § 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964)

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

APPENDIX A

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

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, age, sex, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, age, sex, or disability.

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

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
    1. withholding payments to the contractor under the contract until the contractor complies; and/or
    2. cancelling, terminating, or suspending a contract, in whole or in part.

19 – TITLE VI ASSURANCES (continued)

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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);

19 – TITLE VI ASSURANCES (continued)

- 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).

The provisions apply to all work performed on the contract including work performed by subcontract. The unmodified Appendix A and appendix E above are 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 – SOUTH BROWN AVENUE ROADWAY AND PEDESTRIAN FACILITIES IMPROVEMENT PROJECT BETWEEN MAIN STREET/STATE ROUTE 115 AND CHURCH STREET

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 – SOUTH BROWN AVENUE ROADWAY AND PEDESTRIAN FACILITIES IMPROVEMENT PROJECT BETWEEN MAIN STREET/STATE ROUTE 115 AND CHURCH STREET

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 – SOUTH BROWN AVENUE ROADWAY AND PEDESTRIAN FACILITIES IMPROVEMENT PROJECT BETWEEN MAIN STREET/STATE ROUTE 115 AND CHURCH STREET

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.

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 – SOUTH BROWN AVENUE ROADWAY AND PEDESTRIAN FACILITIES IMPROVEMENT PROJECT BETWEEN MAIN STREET/STATE ROUTE 115 AND CHURCH STREET

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 one hundred twenty (120) 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 15 dated May 19, 2025
    k. Caltrans Improvement Plans, Sheets 1 through 7, approved by Caltrans on November 7, 2024
    l. Water Pollution Control Program (WPCP) – Part of Caltrans Encroachment Permit
    m. 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:_____

8 -- NOTICE TO PROCEED

TO: CONTRACTOR: DATE: _____

_____
_____
_____

CC: CALTRANS DLAE:

_____
_____
_____

PROJECT: THE CITY OF CALIPATRIA – SOUTH BROWN AVENUE ROADWAY AND PEDESTRIAN FACILITIES IMPROVEMENT PROJECT BETWEEN MAIN STREET/STATE ROUTE 115 AND CHURCH STREET

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 one hundred twenty (120) calendar days thereafter. The date of completion of all work is therefore _____. Liquidated damages in the amount of four thousand two hundred dollars ($4,200.00) per calendar day shall be assessed after the one hundred twenty (120) 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.

SECTION VII -- GENERAL CONDITIONS

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 Caltrans Standard Specifications, latest edition.

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 within the City of Calipatria Right-of-Way. 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 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 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 construction of the street improvements. The minimum staking and demolition layout work to be provided by the Contractor is as follows:

1. Contractor shall provide construction staking certification for curb and gutter and Class II Base signed by a registered land surveyor or registered civil engineer.

2. Prior to the commencement of construction, stationing shall be established outside of the construction area at an offset determined by the contractor. The stationing shall be established at 25-foot on center with hubs and lath. The offset stationing hubs and lath are to be maintained throughout the construction period. The offset stakes shall be placed on both the west and east sides of Brown Avenue.

3. The demolition layout shall be completed by painting the demolition lines along the pavement areas or along the P.C.C. infrastructures for sawcutting and grinding. Demolition layout lines in native earth areas shall be established with hubs and lath placed at 25 feet on center and at all angle points along the demolition line.

4. Install offset hubs at an offset distance determined by the Contractor for the stormwater pipeline. Hubs shall be placed at 20 feet on center or at every pipe joint, at beginning and ending points and at pipe fittings. Cut and fill vertical distances referenced from the top of hub to the pipeline flowline shall be prepared and issued to the Contractor.

5. Provide rough grade stakes for the establishment of the subbase and subgrade for Brown Avenue. Rough grade stakes shall be placed at 25-foot stations along the street section at an offset determined by the Contractor and at termination points.

6. Provide bluetop stakes for the establishment of the subbase grade (top of native material) at the centerline, quarter lines and pavement edges at 25-foot stations for Brown Avenue. Alternatively, the Contractor may use the GPS survey equipment to verify the grades with the Resident Engineer.

7. Provide bluetop stakes for the establishment of subgrade grade (top of Class 2 Base) at the centerline, quarter lines and pavement edges at 25-foot stations for Brown Avenue. Alternatively, the Contractor may use the GPS survey equipment to verify the grades with the Resident Engineer.

8. Place offset hubs 25 feet on center, at centerlines of p.c.c. driveways, end of curve radius's, beginning of curve radius's, ¼ and ½ delta angle points at curb radius's and curb and gutter ending points at an offset established by the contractor for the rough grading work required to establish subbase elevation grade for the A.C./ARHM Pavement, curb and gutter and sidewalk infrastructure. Cut and fill vertical distances from the hubs to the curb and gutter flowline grade will be established.

9. Place offset hubs 25 feet on center, at a 3-foot offset from the curb and gutter face of curb for all curb and gutter at the project site. Install a centerline hub at all new driveway entrances. Establish the face of curb alignment and install the centerline and offset hubs for all new catch basins/inlet structures. Place offset hubs at curb returns at the B.C., E.C., ¼ Delta, ½ Delta, ¾ Delta and Radius Point. Cut and fill vertical distances to flowline grade shall be established.

10. Install 3 hubs at an offset established by the contractor at the end points and mid-point of the p.c.c. cross-gutters. Cut and fill elevations to the flowline grades of the cross-gutter shall be established.

11. The Contractor shall contact the Construction Manager/Resident Engineer prior to commencing construction staking activities. The stakes destroyed by the contractor or subcontractors shall be re-set by the Contractor at no additional cost to the City.

12. The contractor shall provide three (3) sets of cut sheets and electronic spreadsheet file in excel format to the Engineer within 24 hours after the completion of staking activities.

9.2 The Contractor shall carefully preserve benchmarks, reference points, stakes and layout points, and in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

9.3 Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stated in the Contract Documents. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he/she shall promptly notify the Construction Manager in writing, and any necessary changes shall be adjusted as provided in Section 12, Changes in the Work.

9.4 The Contractor shall be responsible for the compliance by subcontractors of all tiers with the above provisions.

SECTION VII -- GENERAL CONDITIONS

10 -- PROTECTION OF WORK, PROPERTY AND PERSONS

10.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He/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 **fifty percent (50%)** 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 for potable water facilities as specified. This includes a means by which all on-site Contractor, Subcontractor, or supplier personnel can wash their hands with soap. It also includes providing potable drinking water to the construction personnel at the project site;

6. Participating in 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 job site 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 CEQA/NEPA Categorical Exemption and Exclusion Determinations including the implementation of the recommendations in the Aerially Deposited Lead Study (No specific ADL mitigation measures are required other than standard dust control during the construction activities);

13. Providing Project Signs (Contractor's Identity Sign and Project Identity Sign);

14. Complying with the Caltrans Encroachment Permit requirements, preparing submittals, certificates of compliance, and other required documents for the Caltrans representative's review and approval;

15. Complying with the Caltrans Local Assistance Procedures Manual requirements and completing and submitting the required LAPM forms in a timely manner; and

16. Paying other miscellaneous fees

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. Classification and physical properties of the existing native material including the proctor density at optimum moisture content.
3. Class 2 Base gradation, durability, R-value and sand equivalent
4. Granular Sand gradation, durability, R-value and sand equivalent
5. Caltrans approved Hot Mix Asphalt (HMA) mix design for pavement. The combined aggregate gradation, individual bin gradations (hot for batch, cold for drum plant), percentage of each bin, asphalt rubber content, density, air voids, voids in mineral aggregates, stability, aggregate source, asphalt binder source and all other standard parameters
6. SS-1H Technical Data Sheets
7. Caltrans approved concrete mix design for curb and gutter and sidewalk, etc. per the latest Caltrans Standard Specifications for the concrete to be installed within Caltrans ROW;
8. P.C.C. concrete mix design (5,000 psi) within the City of Calipatria ROW;
9. Fibermesh – 1 ½ lbs per cubic yard of concrete;
10. Reinforcing bars;
11. Catch Basins/Curb Inlets;
12. Truncated Domes
13. Traffic paint – quick dry paint for centerline striping and thermoplastic for "STOP" legend, stop bar and crosswalk
14. Raised pavement markers
15. Signs and Sign Posts – All signs shall be anti-graffiti coated.
16. Signs with LED solar lights – All signs shall be anti-graffiti coated.
17. Construction area signs, traffic control devices, cones, barricades, and all other items required per the Traffic Control Plan
18. WPCP/Erosion control BMPs
19. Qualified SWPPP Practitioner's and Developer's Certificates and other required documents to finalize/update the WPCP
20. Project identity sign, Federal and State Contractor's Employee Notices, and Poster Signs
21. Letter designating project superintendent
22. Schedule of values
23. Certificates of Compliance as required by the Construction Manager
24. Buy America Certificates
25. 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) in accordance with the Caltrans "CT" Method unless otherwise specified on the plans. All geotechnical testing shall be completed by two (2) independent geotechnical engineering firms. One geotechnical firm shall provide Acceptance Testing (AT) for Quality Control (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.

The Geotechnical testing shall include but not be limited to compaction tests on Class 2 Base and granular sand material. 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. Gradation, durability, R-value and sand equivalent tests for Class 2 Base shall be required during the Submittal process. Compaction testing for the Class 2 Base shall be required. Mix designs for the A.C./ARHM pavement shall also be required during the Submittal process.

The following tests shall be performed as a minimum:

A. A compaction test for the Class 2 Base or granular sand fill shall be required for each lift at every 100 lineal feet of pipeline installed.

B. A compaction test for the Class 2 Base shall be required for each P.C.C. handicap curb return installed.

C. A compaction test for the Class 2 Base shall be required for each residential, commercial or alley driveway entrance.

D. A compaction test for the Class 2 Base shall be required at each spandrel area at each curb return.

E. A compaction test for the Class 2 Base shall be required at crossgutter.

F. A compaction test for the Class 2 Base installed beneath P.C.C. infrastructure such as catch basins, manholes, etc. shall be required for each P.C.C. infrastructure.

G. A compaction test for the Class 2 Base shall be required for every 150 lineal feet of P.C.C. curb and gutter installed.

H. A compaction test for the Class 2 Base or granular sand shall be required for every 150 lineal feet of sidewalk installed.

I. A compaction test for the Class 2 Base subgrade material shall be required for every 2,000 square feet of Class 2 Base surface street area for each lift.

J. 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.

K. 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.

L. An A.C./ARHM mix design and concrete 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. One (1) compaction test for the native earth shoulders shall be obtained for each 300 lineal feet of 5-foot-wide shoulders or every 1,500 square feet of shoulders installed.

L. Geotechnical testing for the Class 2 Base during the submittal process as required per Street Technical Conditions contained within this document.

M. All other geotechnical testing and inspection required by the City of Calipatria Quality Assurance Program (QAP).

N. All other geotechnical testing, inspection and forms required by the governing funding agency – Caltrans in accordance with the latest Caltrans LAPM.

O. The geotechnical testing requirements indicated above are the testing requirements for the City of Calipatria only. These requirements do not include all of the Caltrans testing requirements. Caltrans testing requirements shall be followed for all the components to be constructed within the Caltrans right-of-way.

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 for CML-5243(018), the Contractor is required to implement and comply with the recommendations included in the project-specific Aerially Deposited Lead (ADL) Testing Study. The categorical exemption forms follow this specification section. The City of Calipatria prepared ADL Study to determine the concentration level of lead in the existing soil within the project limits. It was discovered that the existing soil did not contain a significant level of lead and no mitigation measures are required by the Contractor during the construction activities, other than following the standard dust control measures by wetting the soil constantly. A copy of the Aerially Deposited Lead Testing Study for the Contractor's information is included at the end of this section.

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:** CML-5243(018)

Project Description

The City of Calipatria proposes the South Brown Avenue Roadway and Pedestrian Facilities Improvement Project between Main Street/SR-115 to Church Street.

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

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	5/24/24
Print Name	Signature	Date

Project Manager/ DLA Engineer

Bryan Ott	Bryan Ott	5/24/24
Print Name	Signature	Date

Date of Categorical Exclusion Checklist completion (if applicable): NA
Date of Environmental Commitment Record or equivalent: 5/24/24

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).

Continuation sheet:

The City shall conduct aerially deposited lead testing along the project corridor prior to construction and will follow all the proposed recommendations in the testing report.

Aerially Deposited Lead Study Report

S. Brown Avenue, Calipatria, CA

JULY 2024

Prepared for:

THE HOLT GROUP, INC.
1601 N. Imperial Ave
El Centro, California 92243
Contact: Fumi Hamanaka Galvan

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DUDEK
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Nicole Peacock, P.E., P.G.
Senior Environmental Engineer

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APPENDICES

A Laboratory Analytical Report
B ProUCL Output

1 Introduction

This Aerially Deposited Lead (ADL) Study for the unpaved shoulder along South Brown Avenue in Calipatria, California (site) has been prepared by Dudek on behalf of The Holt Group, Inc. The site features approximately 0.26 miles of unpaved shoulder along S. Brown Avenue, stretching from SR 115 to the intersection of E. Church Street (Figure 1).

This ADL Study was prepared to address the hazardous materials concern for the unpaved project areas associated with the planned road improvements. The hazardous material concern is the potential presence of ADL in shallow soil due to the proximity of S. Brown Avenue.

1.1 Project Description

The site consists of approximately 0.26 miles of unpaved shoulder on S. Brown Avenue in Calipatria, California (Figure 1). The City of Calipatria intends to make road improvements, including grading the shoulder, installation of sidewalks, parking lanes, and depressed curbs and gutters. Soil excavated from the site may be reused on-site or removed from the site for proper off-site disposal. The maximum excavation depth would be 20 inches.

1.2 Objective

The purpose of this soil sampling investigation is to evaluate whether impacts due to ADL from motor vehicle exhaust exist in the surface and near surface soils within the project area. This sampling was conducted in accordance with a sampling plan submitted to and approved by CalTrans on June 13, 2024, via e-mail.

The results of the ADL study will be used by County of Imperial for health and safety purposes as well as management and disposal evaluation purposes. Based on Caltrans guidance, soil with average total lead concentrations less than 1,000 milligrams per kilogram (mg/kg) and with average soluble threshold limit concentrations (STLC) less than 5 milligrams per liter (mg/L) can be reused on-site.

2 Sampling Activities

On June 19, 2024, 22 soil samples (20 original and 2 duplicate samples) were collected from 10 locations (Figure 1). Shallow soil samples (approximately 5 inches, or 0.4 feet, below ground surface; bgs) were collected from each of the 10 locations. Deeper soil samples (15 inches, or 1.25 feet bgs) were also collected from the 10 locations. One duplicate soil sample was collected from approximately 5 inches bgs and one from 15 inches bgs at locations randomly selected from the 10 original sample locations. Sample locations were placed 5 feet from the west side of S. Brown Avenue (borings B4, B6, B8, and B10) and 10 to 12 feet from the east side of S. Brown Avenue (borings B1, B2, B3, B5, B7, and B9). The soil samples were collected using a hand auger.

The shallow soils were mostly gravelly sands while the deeper soils ranged from gravelly sands to silty or clayey sand.

The soil for each sample was placed directly into an 8-ounce laboratory supplied jar. Soil for duplicate samples was placed into a Zip Loc bag, mixed, and then placed into two 8-ounce glass jars. The glass jars were labeled and placed in a cooler on ice. A chain-of-custody record was filled out with the sample identifiers and sample time. The cooler was picked up by Enthalpy Analytical Laboratories via courier on June 20, 2024. Enthalpy Analytical Laboratories analyzed the samples for total lead by EPA Method 6010B. Three soil samples were also analyzed for pH by Method 9045C.

3 Analytical Results

The soil sample analytical results for lead are presented in Table 1, Figure 1, and Appendix A. The following summarizes the soil sample analytical results:

- Total lead was detected in all soil samples. The lead concentrations in the shallow soil samples ranged from 6.8 mg/kg to 34.0 mg/kg, with an average concentration of 20.85 mg/kg. The lead concentrations in the deeper soil samples ranged from 9.7 mg/kg to 34.0 mg/kg, with an average concentration of 23.15 mg/kg. The average concentration of the 20 original soil samples was 22.1 mg/kg. The upper confidence limit (UCL) for the mean concentration of the 20 original samples, calculated using ProUCL (95% Student's-t UCL), was 25.34 mg/kg (Appendix B).

- As none of the total lead concentrations exceeded 50 mg/kg, or 10 times the STLC of 5 mg/L, none of the site samples were analyzed for STLC lead.

- The pH in the three soil samples analyzed ranged from 7.84 to 8.86. It should be noted that, as is typical of soil samples analyzed in a fixed laboratory for pH, the hold time was exceeded for the pH analyses.

Table 1. Lead Concentrations in Soil

Sample Identifier	Sample Depth (feet)	Total Lead (mg/kg)
B1-0.4	0.4	9.6
B1-1.25	1.25	29
B2-0.4	0.4	15
B2-1.25	1.25	24
B3-0.4	0.4	24
B3-1.25	1.25	25
B4-0.4	0.4	13
B4-1.25	1.25	18
B5-0.4	0.4	34
B5-1.25	1.25	34
B6-0.4	0.4	6.8
B6-1.25	1.25	9.7
B7-0.4	0.4	31
B7-1.25	1.25	22
B8-0.4	0.4	18
B8-1.25	1.25	19
B9-0.4	0.4	25
B9-1.25	1.25	32
B10-0.4	0.4	31
B10-1.25	1.25	22
B20-0.4 (Dup of B3-0.4)	0.4	22
B21-1.25 (Dup of B7-1.25)	1.25	20

Table 1. Lead Concentrations in Soil

Sample Identifier	Sample Depth (feet)	Total Lead (mg/kg)
Average Concentration		22.1
95% UCL[1]		25.34
Threshold for Reuse		1,000
CalTrans Threshold for ADL Contaminated Soil		80
Screening Level – EPA (Industrial) [2]		800
Screening Level – DTSC (Industrial) [3]		500

1 95% UCL calculated using ProUCL, 95% Student's-t UCL
2 EPA Regional Screening Levels - Screening Levels for Chemical Contaminants
3 Department of Toxic Substances Control Modified Screening Levels.

The quality of the soil sample analytical results is sufficient for this evaluation. Laboratory quality control included analysis of blanks, laboratory control samples, matrix spikes, and matrix spike duplicate samples. The percent recoveries and relative percent differences were within the acceptable limits, as noted in the laboratory analytical report (Appendix A). Two duplicate soil samples were analyzed (Table 1). The relative percent differences for the two duplicate soil samples were 9% and 10%. These relative percent differences are appropriate for soil samples and indicate acceptable data.

4 Data Evaluation

The objective of the ADL Study was to evaluate the nature and extent of lead concentrations in soils along the unpaved boundaries of S. Brown Avenue in Calipatria, California. The lead concentrations in the soil samples ranged from 6.8 mg/kg to 34.0 mg/kg, with an average concentration of 22.1 mg/kg (95% UCL is 25.34 mg/kg). As all site soil concentrations were below 50 mg/kg, STLC was not analyzed and is assumed to be below 5.0 mg/L (the STLC extraction involves a 10-fold dilution of the soil sample, therefore, the theoretical maximum STLC is one-tenth of the total lead concentration).

4.1 Soil Management

As the average total lead concentration is less than 80 mg/kg, the soil to be graded or excavated at the site is not ADL-contaminated soil. As the soil is not ADL-contaminated, a Lead Compliance Plan is not required. As the average total lead concentration is less than 1,000 mg/kg, the soil to be graded or excavated can be reused on-site.

If excavated soil is to be disposed of off-site, the appropriate data shall be submitted to the receiving facility to properly profile the waste soil. The waste soil shall be properly handled and disposed of in accordance with the approved profile and the appropriate regulations.

In addition to comparison to the threshold of 1,000 mg/kg, Dudek compared the total lead concentrations to the Department of Toxic Substances Control (DTSC) threshold of 500 mg/kg. The DTSC threshold is a human health risk-based threshold proposed by their Human and Ecological Risk Office for non-residential sites. The 95% UCL for the mean concentration of the dataset, calculated using ProUCL (95% Student's-t UCL) was 25.34 mg/kg. Therefore, the 95% UCL is less than the DTSC threshold.

4.2 Health and Safety Monitoring

The permissible exposure limit (PEL) for lead dust is 0.05 milligrams per cubic meter (mg/m^3). Dudek calculated the action level for dust monitoring during construction activities as follows:

$$\text{Action Level} = \frac{1{,}000{,}000 * \text{PEL}}{\text{Maximum Concentration} * \text{Factor of Safety}}$$

The action level was calculated to be 735.29 mg/m^3 using the lead PEL of 0.05 mg/m^3, maximum lead concentration detected of 34.0 mg/kg, and a factor of safety of 2. However, since the PEL for dust particles is 10 mg/m^3, the dust PEL should be used as a conservative action level to ensure the safety of site workers.

As dust will be controlled as required by general dust control construction requirements, the PEL for lead is not anticipated to be exceeded during project work.

SOURCE: Source: Bing Maps

DUDEK

0 50 100 Feet

FIGURE 1

ADL Sampling Data

Calipatria Brown Avenue

Appendix A
Laboratory Analytical Report

Enthalpy Analytical
931 West Barkley Ave
Orange, CA 92868
(714) 771-6900

enthalpy.com

Lab Job Number : 510686
Report Level : II
Report Date : 07/01/2024

Analytical Report *prepared for:*

Nicole Peacock
Dudek
605 3rd Street
Encinitas, CA 92024

Location: Calipatria ADL Study, 16251

Authorized for release by:

Patty Mata, Project Manager
patty.mata@enthalpy.com

This data package has been reviewed for technical correctness and completeness. Release of this data has been authorized by the Laboratory Manager or the Manager's designee, as verified by the above signature which applies to this PDF file as well as any associated electronic data deliverable files. The results contained in this report meet all requirements of NELAP and pertain only to those samples which were submitted for analysis. This report may be reproduced only in its entirety.

CA ELAP# 1338, NELAP# 4038, SCAQMD LAP# 18LA0518, LACSD ID# 10105

ENTHALPY ANALYTICAL

Sample Summary

Nicole Peacock Dudek 605 3rd Street Encinitas, CA 92024		Lab Job #: Location: Date Received:	510686 Calipatria ADL Study, 16251 06/20/24

Sample ID	Lab ID	Collected	Matrix
B1-0.4	510686-001	06/19/24 08:00	Soil
B1-1.25	510686-002	06/19/24 08:15	Soil
B2-0.4	510686-003	06/19/24 08:22	Soil
B2-1.25	510686-004	06/19/24 08:28	Soil
B3-0.4	510686-005	06/19/24 08:35	Soil
B3-1.25	510686-006	06/19/24 08:37	Soil
B4-0.4	510686-007	06/19/24 08:52	Soil
B4-1.25	510686-008	06/19/24 09:05	Soil
B5-0.4	510686-009	06/19/24 09:15	Soil
B5-1.25	510686-010	06/19/24 09:20	Soil
B6-0.4	510686-011	06/19/24 09:25	Soil
B6-1.25	510686-012	06/19/24 09:27	Soil
B7-0.4	510686-013	06/19/24 09:35	Soil
B7-1.25	510686-014	06/19/24 09:45	Soil
B8-0.4	510686-015	06/19/24 09:53	Soil
B8-1.25	510686-016	06/19/24 10:02	Soil
B9-0.4	510686-017	06/19/24 10:10	Soil
B9-1.25	510686-018	06/19/24 10:15	Soil
B10-0.4	510686-019	06/19/24 10:20	Soil
B10-1.25	510686-020	06/19/24 10:25	Soil
B20-0.4	510686-021	06/19/24 12:30	Soil
B21-1.25	510686-022	06/19/24 12:40	Soil

Case Narrative

Dudek 605 3rd Street Encinitas, CA 92024 Nicole Peacock	Lab Job Number:	510686
	Location:	Calipatria ADL Study, 16251
	Date Received:	06/20/24

This data package contains sample and QC results for twenty two soil samples, requested for the above referenced project on 06/20/24. The samples were received cold and intact.

Metals (EPA 6010B):
No analytical problems were encountered.

pH of Solid Samples (EPA 9045C):
No analytical problems were encountered.

ENTHALPY ANALYTICAL

Chain of Custody Record

Lab No: 576686

Page: 1 of 3

Turn Around Time (rush by advanced notice only)

Standard:	✓	5 Day:		3 Day:	
2 Day:		1 Day:		Custom TAT:	

Enthalpy Analytical - Orange

931 W. Barkley Avenue, Orange, CA 92868

Phone 714-771-6900

Matrix: A = Air S = Soil/Solid W = Water DW = Drinking Wate SD = Sediment PP = Pure Product SEA = Sea Water SW = Swab T = Tissue WP = Wipe O = Other

Preservatives: 1 = $Na_2S_2O_3$ 2 = HCl 3 = HNO_3 4 = H_2SO_4 5 = NaOH 6 = Other

Sample Receipt Temp: (lab use only)

CUSTOMER INFORMATION		PROJECT INFORMATION	
Company:	DudeK	Quote #:	
Report To:	Nicole Peacock	Proj. Name:	Calipatria ADL Study
Email:	Npeacock@dudek.com	Proj. #:	16251
Address:	605 3rd St	P.O. #:	
	Encinitas, CA 92024	Address:	
Phone:	760 479 4152	Global ID:	
Fax:		Sampled By:	Seth Williams

	Sample ID	Sampling Date	Sampling Time	Matrix	Container No. / Size	Pres.	Analysis Request: Total Lead (EPA 6010B)	Analysis Request: pH (EPA 9045C)	Test Instructions / Comments
1	B1-0.4	6/19/24	8:00	S	8oz	NA	X		6/1/24
2	B1-1.25	6/19/24	8:15	S	8oz	NA	X		
3	B2-0.4	6/19/24	8:22	S	8oz	NA	X		
4	B2-1.25	6/19/24	8:28	S	8oz	NA	X	X	
5	B3-0.4	6/19/24	8:35	S	8oz	NA	X		
6	B3-1.25	6/19/24	8:37	S	8oz	NA	X		
7	B4-0.4	6/19/24	8:52	S	8oz	NA	X		
8	B4-1.25	6/19/24	9:05	S	8oz	NA	X		
9	B5-0.4	6/19/24	9:15	S	8oz	NA	X		
10	B5-1.25	6/19/24	9:20	S	8oz	NA	X		

	Signature	Print Name	Company / Title	Date / Time
1 Relinquished By:		Seth Williams	DudeK	6/20/24, 10:06
1 Received By:		Chris Montoya	FA-SD	6/20/24 1006
2 Relinquished By:		Chris Montoya	FA-SD	6/20/24 1642
2 Received By:			FA	6-20-24 1642
3 Relinquished By:			FA	6-20-24 1815
3 Received By:	J. Montoya	JEREMY COLUMBIA	EA-OR	06/20/24 1815

ENTHALPY

Chain of Custody Record

Lab No: 510886

Page: 2 of 3

Turn Around Time (rush by advanced notice only)

Standard:	✓	5 Day:		3 Day:	
2 Day:		1 Day:		Custom TAT:	

Enthalpy Analytical - Orange

931 W. Barkley Avenue, Orange, CA 92868

Phone 714-771-6900

Matrix: A = Air S = Soil/Solid W = Water DW = Drinking Wate SD = Sediment PP = Pure Product SEA = Sea Water SW = Swab T = Tissue WP = Wipe O = Other

Preservatives: 1 = $Na_2S_2O_3$ 2 = HCl 3 = HNO_3 4 = H_2SO_4 5 = NaOH 6 = Other

Sample Receipt Temp: (lab use only)

CUSTOMER INFORMATION		PROJECT INFORMATION	
Company:	Dudek	Quote #:	
Report To:	Nicole Peacock	Proj. Name:	Calipatria ADL Study
Email:	NPeacock@dudek.com	Proj. #:	16251
Address:	605 3rd St	P.O. #:	
	Encinitas, CA 92024	Address:	
Phone:	760.479-4157	Global ID:	
Fax:		Sampled By:	Seth Williams

	Sample ID	Sampling Date	Sampling Time	Matrix	Container No. / Size	Pres.	Analysis Request: Total Lead (EPA 6010B)	Analysis Request: pH (EPA 9045C)	Test Instructions / Comments
1	B6-0.4	6/19/24	9:25	S	8oz	NA	X	X	
2	B6-1.25	6/19/24	9:27	S	8oz	NA	X		
3	B7-0.4	6/19/24	9:35	S	8oz	NA	X		
4	B7-1.25	6/19/24	9:45	S	8oz	NA	X		
5	B8-0.4	6/19/24	9:53	S	8oz	NA	X		
6	B8-1.25	6/19/24	10:02	S	8oz	NA	X		
7	B9-0.4	6/19/24	10:10	S	8oz	NA	X	X	
8	B9-1.25	6/19/24	10:15	S	8oz	NA	X		
9	B10-0.4	6/19/24	10:20	S	8oz	NA	X		
10	B10-1.25	6/19/24	10:25	S	8oz	NA	X		

	Signature	Print Name	Company / Title	Date / Time
1 Relinquished By:		Seth Williams	Dudek	6/20/24 10:08
1 Received By:		Chris Montoya	EA-SD	6/20/24 1008
2 Relinquished By:		Chris Montoya	EA-SD	6/20/24 1644
2 Received By:		NICK O	EA	6-20-24 1642
3 Relinquished By:		NICK O	EA	6-20-24 1815
3 Received By:		JELBERT QUITUGUA	E.A.-OR	06/20/24 1815

Eurofins Calscience
2841 Dow Avenue, Suite 100
Tustin, CA 92780
Phone (714) 895-5494

Chain of Custody Record

eurofins
Environment Testing

Seth Williams 510680

Client Information	Sampler: Seth Williams	Lab PM: ~~Thompson, Lori~~ Patty Mata	Carrier Tracking No(s):	COC No:
Client Contact: ~~Glenna McMahon~~ Nicole Peacock	Phone: 928-710-6659	E-Mail: ~~Lori.Thompson@et.eurofinsus.com~~	State of Origin:	Page: ~~Page 4 of 5~~ Page 3 of 3
Company: Dudek & Associates	PWSID:	Analysis Requested		Job #:
Address: 605 3rd Street	Due Date Requested:			Preservation Codes: A - HCL, B - NaOH, C - Zn Acetate, D - Nitric Acid, E - NaHSO4, F - MeOH, G - Amchlor, H - Ascorbic Acid, I - Ice, J - DI Water, K - EDTA, L - EDA, M - Hexane, N - None, O - AsNaO2, P - Na2O4S, Q - Na2SO3, R - Na2S2O3, S - H2SO4, T - TSP Dodecahydrate, U - Acetone, V - MCAA, W - pH 4-5, Y - Trizma, Z - other (specify), Other:
City: Encinitas	TAT Requested (days): 10 Days			
State, Zip: CA, 92024	Compliance Project: Δ Yes Δ No			
Phone: 760-4794152(Tel)	PO #: ~~#12374-20~~ 16251			
Email: ~~gmcmahon@dudek.com~~ Npeacock@dudek.com	WO #:			
Project Name: ~~SD PWD Pistol Range #12374-20~~ Calipatria ADL Study	Project #: ~~67001625~~ 16251			
Site:	SSOW#:			

Sample Identification	Sample Date	Sample Time	Sample Type (C=Comp, G=grab)	Matrix (W=water, S=solid, O=waste/oil, BT=Tissue, A=Air)	Field Filtered Sample (Yes or No)	Perform MS/MSD (Yes or No)	6010B ~~7471A/7471B (Hg)~~ total lead	9045C pH	Total Number of containers	Special Instructions/Note:
			Preservation Code:				D			
B20-0.4	6/19/24	12:36	G	Soil	N		X		1	
B21-1.5	6/19/24	12:40	G	Soil	N		X		1	
				Soil					1	
				Soil					1	
				Soil					1	
				Soil					1	
				Soil					1	
				Soil					1	
				Soil					1	
				Soil					1	
				Soil					1	
				Soil					1	

Possible Hazard Identification
☐ Non-Hazard ☐ Flammable ☐ Skin Irritant ☐ Poison B ☐ Unknown ☐ Radiological

Sample Disposal (A fee may be assessed if samples are retained longer than 1 month)
☐ Return To Client ☐ Disposal By Lab ☐ Archive For _____ Months

Deliverable Requested: I, II, III, IV, Other (specify)

Special Instructions/QC Requirements:

Empty Kit Relinquished by:	Date:	Time:	Method of Shipment:

	Relinquished by:	Date/Time:	Company	Received by:	Date/Time:	Company
1		6/20/24, 10:08	Dudek		6/20/24 1008	EA-SD
2		6/20/24 1642			6-20-24 1642	EA
3		6-20-24 1815	EA		06/20/24 1815	EA-OR

Custody Seals Intact: Δ Yes Δ No | Custody Seal No.: | Cooler Temperature(s) °C and Other Remarks:

Ver: 01/16/2019

ENTHALPY ANALYTICAL

SAMPLE ACCEPTANCE CHECKLIST

Section 1

Client: DUDEK Project: Calipatria ADL Study

Date Received: 06/20/2024 Sampler's Name Present: ☑ Yes ☐ No

Section 2

Sample(s) received in a cooler? ☑ Yes, How many? 1 ☐ No (skip section 2) Sample Temp (°C) (No Cooler): _____

Sample Temp (°C), One from each cooler: #1: 6.1 #2: _____ #3: _____ #4: _____

(Acceptance range is < 6°C but not frozen (for Microbiology samples, acceptance range is < 10°C but not frozen). It is acceptable for samples collected the same day as sample receipt to have a higher temperature as long as there is evidence that cooling has begun.)

Shipping Information: _____

Section 3

Was the cooler packed with: ☑ Ice ☐ Ice Packs ☐ Bubble Wrap ☐ Styrofoam ☐ Paper ☐ None ☐ Other _____

Cooler Temp (°C): #1: 2.4 #2: _____ #3: _____ #4: _____

Section 4	YES	NO	N/A
Was a COC received?	✓		
Are sample IDs present?	✓		
Are sampling dates & times present?		✓	
Is a relinquished signature present?	✓		
Are the tests required clearly indicated on the COC?	✓		
Are custody seals present?		✓	
If custody seals are present, were they intact?			✓
Are all samples sealed in plastic bags? (Recommended for Microbiology samples)			✓
Did all samples arrive intact? If no, indicate in Section 4 below.	✓		
Did all bottle labels agree with COC? (ID, dates and times)		✓	
Were the samples collected in the correct containers for the required tests?	✓		
Are the containers labeled with the correct preservatives?			✓
Is there headspace in the VOA vials greater than 5-6 mm in diameter?			✓
Was a sufficient amount of sample submitted for the requested tests?	✓		

Section 5 Explanations/Comments

Sample 007 - Sample container labeled with collection time "08:57", COC indicates "08:52"
Sample 014 - Sample container not labeled with any collection time, COC indicates "09:45"

Section 6

For discrepancies, how was the Project Manager notified? ☐ Verbal PM Initials: _____ Date/Time _____

☑ Email (email sent to/on): PAM / 06/20/2024

Project Manager's response:

Completed By: J. Quintero Date: 06/20/24

ENTHALPY ANALYTICAL

Analysis Results for 510686

Nicole Peacock
Dudek
605 3rd Street
Encinitas, CA 92024

Lab Job #: 510686
Location: Calipatria ADL Study, 16251
Date Received: 06/20/24

Sample ID: B1-0.4 **Lab ID: 510686-001** **Collected: 06/19/24 08:00**
Matrix: Soil

510686-001 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B Prep Method: EPA 3050B									
Lead	**9.6**		mg/Kg	0.98	0.98	343407	06/21/24	06/24/24	SBW

Sample ID: B1-1.25 **Lab ID: 510686-002** **Collected: 06/19/24 08:15**
Matrix: Soil

510686-002 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B Prep Method: EPA 3050B									
Lead	**29**		mg/Kg	0.99	0.99	343407	06/21/24	06/24/24	SBW

Sample ID: B2-0.4 **Lab ID: 510686-003** **Collected: 06/19/24 08:22**
Matrix: Soil

510686-003 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B Prep Method: EPA 3050B									
Lead	**15**		mg/Kg	0.99	0.99	343407	06/21/24	06/24/24	SBW

Sample ID: B2-1.25 **Lab ID: 510686-004** **Collected: 06/19/24 08:28**
Matrix: Soil

510686-004 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B Prep Method: EPA 3050B									
Lead	**24**		mg/Kg	0.98	0.98	343407	06/21/24	06/24/24	SBW
Method: EPA 9045C									
pH	**8.86**		SU		1	343547	06/24/24	06/24/24	EJG
Temperature	**24.40**		deg C	1.00	1	343547	06/24/24	06/24/24	EJG

Sample ID: B3-0.4 **Lab ID: 510686-005** **Collected: 06/19/24 08:35**
Matrix: Soil

510686-005 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B Prep Method: EPA 3050B									
Lead	**24**		mg/Kg	1.0	1	343407	06/21/24	06/24/24	SBW

Results for any subcontracted analyses are not included in this section.

ENTHALPY ANALYTICAL

Analysis Results for 510686

Sample ID: B3-1.25 **Lab ID: 510686-006** **Collected: 06/19/24 08:37**
Matrix: Soil

510686-006 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B Prep Method: EPA 3050B									
Lead	**25**		mg/Kg	0.96	0.96	343407	06/21/24	06/24/24	SBW

Sample ID: B4-0.4 **Lab ID: 510686-007** **Collected: 06/19/24 08:52**
Matrix: Soil

510686-007 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B Prep Method: EPA 3050B									
Lead	**13**		mg/Kg	0.97	0.97	343407	06/21/24	06/24/24	SBW

Sample ID: B4-1.25 **Lab ID: 510686-008** **Collected: 06/19/24 09:05**
Matrix: Soil

510686-008 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B Prep Method: EPA 3050B									
Lead	**18**		mg/Kg	0.97	0.97	343407	06/21/24	06/24/24	SBW

Sample ID: B5-0.4 **Lab ID: 510686-009** **Collected: 06/19/24 09:15**
Matrix: Soil

510686-009 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B Prep Method: EPA 3050B									
Lead	**34**		mg/Kg	0.97	0.97	343407	06/21/24	06/24/24	SBW

Sample ID: B5-1.25 **Lab ID: 510686-010** **Collected: 06/19/24 09:20**
Matrix: Soil

510686-010 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B Prep Method: EPA 3050B									
Lead	**34**		mg/Kg	0.98	0.98	343407	06/21/24	06/24/24	SBW

Sample ID: B6-0.4 **Lab ID: 510686-011** **Collected: 06/19/24 09:25**
Matrix: Soil

510686-011 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B Prep Method: EPA 3050B									
Lead	**6.8**		mg/Kg	0.95	0.95	343407	06/21/24	06/24/24	SBW
Method: EPA 9045C									
pH	**8.24**		SU		1	343547	06/24/24	06/24/24	EJG
Temperature	**24.70**		deg C	1.00	1	343547	06/24/24	06/24/24	EJG

Results for any subcontracted analyses are not included in this section.

ENTHALPY ANALYTICAL

Analysis Results for 510686

Sample ID: B6-1.25 **Lab ID: 510686-012** **Collected: 06/19/24 09:27**
Matrix: Soil

510686-012 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B Prep Method: EPA 3050B									
Lead	**9.7**		mg/Kg	1.0	1	343407	06/21/24	06/24/24	SBW

Sample ID: B7-0.4 **Lab ID: 510686-013** **Collected: 06/19/24 09:35**
Matrix: Soil

510686-013 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B Prep Method: EPA 3050B									
Lead	**31**		mg/Kg	0.99	0.99	343407	06/21/24	06/24/24	SBW

Sample ID: B7-1.25 **Lab ID: 510686-014** **Collected: 06/19/24 09:45**
Matrix: Soil

510686-014 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B Prep Method: EPA 3050B									
Lead	**22**		mg/Kg	0.98	0.98	343407	06/21/24	06/24/24	SBW

Sample ID: B8-0.4 **Lab ID: 510686-015** **Collected: 06/19/24 09:53**
Matrix: Soil

510686-015 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B Prep Method: EPA 3050B									
Lead	**18**		mg/Kg	0.98	0.98	343407	06/21/24	06/24/24	SBW

Sample ID: B8-1.25 **Lab ID: 510686-016** **Collected: 06/19/24 10:02**
Matrix: Soil

510686-016 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B Prep Method: EPA 3050B									
Lead	**19**		mg/Kg	0.97	0.97	343407	06/21/24	06/24/24	SBW

Sample ID: B9-0.4 **Lab ID: 510686-017** **Collected: 06/19/24 10:10**
Matrix: Soil

510686-017 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B Prep Method: EPA 3050B									
Lead	**25**		mg/Kg	0.95	0.95	343407	06/21/24	06/24/24	SBW
Method: EPA 9045C									
pH	**7.84**		SU		1	343547	06/24/24	06/24/24	EJG
Temperature	**24.50**		deg C	1.00	1	343547	06/24/24	06/24/24	EJG

Results for any subcontracted analyses are not included in this section.

ENTHALPY ANALYTICAL

Analysis Results for 510686

Sample ID: B9-1.25 **Lab ID: 510686-018** **Collected: 06/19/24 10:15**
Matrix: Soil

510686-018 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B Prep Method: EPA 3050B									
Lead	**32**		mg/Kg	0.98	0.98	343407	06/21/24	06/24/24	SBW

Sample ID: B10-0.4 **Lab ID: 510686-019** **Collected: 06/19/24 10:20**
Matrix: Soil

510686-019 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B Prep Method: EPA 3050B									
Lead	**31**		mg/Kg	0.96	0.96	343407	06/21/24	06/24/24	SBW

Sample ID: B10-1.25 **Lab ID: 510686-020** **Collected: 06/19/24 10:25**
Matrix: Soil

510686-020 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B Prep Method: EPA 3050B									
Lead	**22**		mg/Kg	0.96	0.96	343407	06/21/24	06/24/24	SBW

Sample ID: B20-0.4 **Lab ID: 510686-021** **Collected: 06/19/24 12:30**
Matrix: Soil

510686-021 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B Prep Method: EPA 3050B									
Lead	**22**		mg/Kg	0.98	0.98	343439	06/21/24	06/24/24	SBW

Sample ID: B21-1.25 **Lab ID: 510686-022** **Collected: 06/19/24 12:40**
Matrix: Soil

510686-022 Analyte	Result	Qual	Units	RL	DF	Batch	Prepared	Analyzed	Chemist
Method: EPA 6010B Prep Method: EPA 3050B									
Lead	**20**		mg/Kg	1.0	1	343439	06/21/24	06/24/24	SBW

Results for any subcontracted analyses are not included in this section.

ENTHALPY ANALYTICAL

Batch QC

Type: Blank **Lab ID:** QC1163543 **Batch:** 343407
Matrix: Soil **Method:** EPA 6010B **Prep Method:** EPA 3050B

QC1163543 Analyte	Result	Qual	Units	RL	Prepared	Analyzed
Lead	ND		mg/Kg	1.0	06/21/24	06/24/24

Type: Lab Control Sample **Lab ID:** QC1163544 **Batch:** 343407
Matrix: Soil **Method:** EPA 6010B **Prep Method:** EPA 3050B

QC1163544 Analyte	Result	Spiked	Units	Recovery	Qual	Limits
Lead	118.3	100.0	mg/Kg	118%		80-120

Type: Matrix Spike **Lab ID:** QC1163545 **Batch:** 343407
Matrix (Source ID): Soil (510686-001) **Method:** EPA 6010B **Prep Method:** EPA 3050B

QC1163545 Analyte	Result	Source Sample Result	Spiked	Units	Recovery	Qual	Limits	DF
Lead	120.8	9.553	98.04	mg/Kg	113%		75-125	0.98

Type: Matrix Spike Duplicate **Lab ID:** QC1163546 **Batch:** 343407
Matrix (Source ID): Soil (510686-001) **Method:** EPA 6010B **Prep Method:** EPA 3050B

QC1163546 Analyte	Result	Source Sample Result	Spiked	Units	Recovery	Qual	Limits	RPD	RPD Lim	DF
Lead	120.3	9.553	99.01	mg/Kg	112%		75-125	1	20	0.99

Type: Post Digest Spike **Lab ID:** QC1163547 **Batch:** 343407
Matrix (Source ID): Soil (510686-001) **Method:** EPA 6010B **Prep Method:** EPA 3050B

QC1163547 Analyte	Result	Source Sample Result	Spiked	Units	Recovery	Qual	Limits	DF
Lead	110.0	9.553	98.04	mg/Kg	102%		75-125	0.98

Type: Blank **Lab ID:** QC1163625 **Batch:** 343439
Matrix: Soil **Method:** EPA 6010B **Prep Method:** EPA 3050B

QC1163625 Analyte	Result	Qual	Units	RL	Prepared	Analyzed
Lead	ND		mg/Kg	1.0	06/21/24	06/24/24

Type: Lab Control Sample **Lab ID:** QC1163626 **Batch:** 343439
Matrix: Soil **Method:** EPA 6010B **Prep Method:** EPA 3050B

QC1163626 Analyte	Result	Spiked	Units	Recovery	Qual	Limits
Lead	116.2	100.0	mg/Kg	116%		80-120

ENTHALPY ANALYTICAL

Batch QC

Type:	Matrix Spike	Lab ID:	QC1163627	Batch:	343439
Matrix (Source ID):	Soil (510686-021)	Method:	EPA 6010B	Prep Method:	EPA 3050B

QC1163627 Analyte	Result	Source Sample Result	Spiked	Units	Recovery	Qual	Limits	DF
Lead	122.2	22.31	99.01	mg/Kg	101%		75-125	0.99

Type:	Matrix Spike Duplicate	Lab ID:	QC1163628	Batch:	343439
Matrix (Source ID):	Soil (510686-021)	Method:	EPA 6010B	Prep Method:	EPA 3050B

QC1163628 Analyte	Result	Source Sample Result	Spiked	Units	Recovery	Qual	Limits	RPD	RPD Lim	DF
Lead	121.9	22.31	98.04	mg/Kg	102%		75-125	1	20	0.98

Type:	Post Digest Spike	Lab ID:	QC1163629	Batch:	343439
Matrix (Source ID):	Soil (510686-021)	Method:	EPA 6010B	Prep Method:	EPA 3050B

QC1163629 Analyte	Result	Source Sample Result	Spiked	Units	Recovery	Qual	Limits	DF
Lead	117.5	22.31	98.04	mg/Kg	97%		75-125	0.98

Type:	Sample Duplicate	Lab ID:	QC1164081	Batch:	343547
Matrix (Source ID):	Miscell. (510849-001)	Method:	EPA 9045C		

QC1164081 Analyte	Result	Source Sample Result	Units	Qual	RPD	RPD Lim	DF
pH	6.650	6.640	SU		0	20	1
Temperature	24.90	24.70	deg C		1	20	1

ND Not Detected

Appendix B
ProUCL Output

UCL Statistics for Uncensored Full Data Sets

User Selected Options	
Date/Time of Computation	ProUCL 5.2 7/2/2024 12:32:29 PM
From File	WorkSheet.xls
Full Precision	OFF
Confidence Coefficient	95%
Number of Bootstrap Operations	2000

C0

General Statistics

Total Number of Observations	20	Number of Distinct Observations	14
		Number of Missing Observations	0
Minimum	6.8	Mean	22.11
Maximum	34	Median	23
SD	8.372	Std. Error of Mean	1.872
Coefficient of Variation	0.379	Skewness	-0.259

Normal GOF Test

Shapiro Wilk Test Statistic	0.951	**Shapiro Wilk GOF Test**
1% Shapiro Wilk Critical Value	0.868	Data appear Normal at 1% Significance Level
Lilliefors Test Statistic	0.106	**Lilliefors GOF Test**
1% Lilliefors Critical Value	0.223	Data appear Normal at 1% Significance Level

Data appear Normal at 1% Significance Level

Assuming Normal Distribution

95% Normal UCL		**95% UCLs (Adjusted for Skewness)**	
95% Student's-t UCL	25.34	95% Adjusted-CLT UCL (Chen-1995)	25.07
		95% Modified-t UCL (Johnson-1978)	25.32

Gamma GOF Test

A-D Test Statistic	0.521	**Anderson-Darling Gamma GOF Test**
5% A-D Critical Value	0.745	Detected data appear Gamma Distributed at 5% Significance Level
K-S Test Statistic	0.15	**Kolmogorov-Smirnov Gamma GOF Test**
5% K-S Critical Value	0.194	Detected data appear Gamma Distributed at 5% Significance Level

Detected data appear Gamma Distributed at 5% Significance Level

Gamma Statistics

k hat (MLE)	5.917	k star (bias corrected MLE)	5.063
Theta hat (MLE)	3.736	Theta star (bias corrected MLE)	4.366
nu hat (MLE)	236.7	nu star (bias corrected)	202.5
MLE Mean (bias corrected)	22.11	MLE Sd (bias corrected)	9.824
		Approximate Chi Square Value (0.05)	170.6
Adjusted Level of Significance	0.038	Adjusted Chi Square Value	168.3

Assuming Gamma Distribution

95% Approximate Gamma UCL	26.24	95% Adjusted Gamma UCL	26.6

Lognormal GOF Test

52			Shapiro Wilk Test Statistic	0.9		Shapiro Wilk Lognormal GOF Test						
53			10% Shapiro Wilk Critical Value	0.92		Data Not Lognormal at 10% Significance Level						
54			Lilliefors Test Statistic	0.171		Lilliefors Lognormal GOF Test						
55			10% Lilliefors Critical Value	0.176		Data appear Lognormal at 10% Significance Level						
56			Data appear Approximate Lognormal at 10% Significance Level									
57												
58			Lognormal Statistics									
59			Minimum of Logged Data	1.917		Mean of logged Data	3.009					
60			Maximum of Logged Data	3.526		SD of logged Data	0.459					
61												
62			Assuming Lognormal Distribution									
63			95% H-UCL	27.74		90% Chebyshev (MVUE) UCL	29.5					
64			95% Chebyshev (MVUE) UCL	32.72		97.5% Chebyshev (MVUE) UCL	37.2					
65			99% Chebyshev (MVUE) UCL	45.98								
66												
67			Nonparametric Distribution Free UCL Statistics									
68			Data appear to follow a Discernible Distribution									
69												
70			Nonparametric Distribution Free UCLs									
71			95% CLT UCL	25.18		95% BCA Bootstrap UCL	25.07					
72			95% Standard Bootstrap UCL	25.1		95% Bootstrap-t UCL	25.21					
73			95% Hall's Bootstrap UCL	25.08		95% Percentile Bootstrap UCL	25.22					
74			90% Chebyshev(Mean, Sd) UCL	27.72		95% Chebyshev(Mean, Sd) UCL	30.27					
75			97.5% Chebyshev(Mean, Sd) UCL	33.8		99% Chebyshev(Mean, Sd) UCL	40.73					
76												
77			Suggested UCL to Use									
78			95% Student's-t UCL	25.34								
79												
80			Note: Suggestions regarding the selection of a 95% UCL are provided to help the user to select the most appropriate 95% UCL.									
81			Recommendations are based upon data size, data distribution, and skewness using results from simulation studies.									
82			However, simulations results will not cover all Real World data sets; for additional insight the user may want to consult a statistician.									
83												
84			Note: For highly negatively-skewed data, confidence limits (e.g., Chen, Johnson, Lognormal, and Gamma) may not be									
85			reliable. Chen's and Johnson's methods provide adjustments for positvely skewed data sets.									
86												

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 and certify 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. **CALTRANS ENCROACHMENT PERMIT**

New ADA-compliant curb returns will be constructed at the south side of the SR 115/Main Street and Brown Avenue Intersection. A portion of the SR 115 roadway pavement will be replaced to match the proposed South Brown Avenue roadway improvements within Caltrans Right-of-Way.

An encroachment permit application was submitted to Caltrans by the City of Calipatria during the design phase. The encroachment permit, 11-24-N-MC-1251, was issued by Caltrans during the design phase of the project. The Contractor is responsible for submitting Contractor Authorization Form TR-0429 to the Caltrans Field Engineer. The form shall be reviewed and accepted by the Caltrans representative prior to the preconstruction meeting and prior to scheduling authorized work/activities. The Contractor shall include the costs associated with providing the Certificate of Liability Insurance, complying with the Encroachment Permit's provisions, conforming to the latest Caltrans Standard Specifications and Plans, and adhering to the Caltrans Resident Engineer's requirements, in his/her proposal bid schedule item for "Mobilization."

A copy of the Caltrans Encroachment Permit is included at the end of this section for the Contractor's compliance.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

ENCROACHMENT PERMIT

DOT TR-0120 (REV 05/2023)

FM 91 1436

Permit No.
11-24-N-MC-1251

In compliance with your application of October 8, 2024

Dist/Co/Rte/PM
11/IMP/115/PM 34.77

Reference Documents:

- ☐ Utility Notice No. _____ of _____
- ☐ Agreement No. _____ of _____
- ☐ R/W Contract No. _____ of _____
- ☐ Project code (ID): _____ CFC #: _____
- ☒ Applicant's Reference/ Utility Work Order No. 142.322

Permit Approval Date
November 15, 2024

Performance Bond Amount (1)	Payment Bond Amount (2)
$0	$0

Bond Company
$ N/A

Bond Number (1)	Bond Number (2)
$ N/A	$ N/A

TO:

City of Calipatria
C/O: Holt James
1601 North Imperial Avenue
El Centro CA 92243
(760)337-3883

, PERMITTEE

and subject to the following, PERMISSION IS HEREBY GRANTED to:
enter upon State's highway right-of-way in Imperial County, City of Calipatria, on Route 115, post mile 34.77, to do roadway widening, ADA accessible curb ramps, sidewalk, curb and gutter and place temporary traffic control within the State's highway right-of way, as shown on the attached exhibits, in accordance with the requirements and conditions contained here in and as further directed or approved by the Department's Engineer, Daniel Hernandez Duarte, telephone number (760) 594-2008, or email at daniel.hernandez.duarte@dot.ca.gov.The Department's Engineer shall be notified seven working days prior to starting work prior to requesting lane closure or an activity that may cause a traffic impact.

Add to the end of Standard Specifications 2024, Sections 12-4.04C(3) Closure Requirements and Charts. Add closure chart no. 1 and 2.

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

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

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

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

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

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

As-built Plans are Required

☒ YES ☐ NO

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

This permit is void unless the work is completed before September 30, 2025
This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.
No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

CC:
#1: ALBERT HERRERA
#2: Daniel Hernandez Duarte
#3: ALFREDO HERNANDEZ MEDINA
#4: William Vivar

APPROVED:

Everett Townsend, Acting District Director

BY

William O. Vivar
William O. Vivar (Nov 15, 2024 13:37 PST)

William Vivar, District Permit Engineer

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

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

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

- Contractor Authorization Form TR-0429

Add to General Provisions item 22. As-built plans in PDF format are required.

Chart No. 1
Conventional Highway Lane Requirements

County: IMP	Route/Direction: 115 / NB - SB	PM: 34.77

Closure Limits: At Brown Street

FROM HOUR TO HOUR	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Fridays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Saturdays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Sundays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

Legend:

(Reversing Control)

X	**Close the access from NB-SB 115 to the above Streets.**
	Work permitted within project right of way where shoulder or lane closure is not required.

REMARKS:

Detours are required for the fully closed access to Brown from NB-SB 115.

PCMSs are required at locations at the direction of the Engineer in the field.

Permit # 1251-(11-24-NMC)-SPSALEM-10-22-2024.

Chart No. 2
Conventional Highway Lane Requirements

County: IMP	Route/Direction: 115 / NB - SB	PM: 34.63 - 34.88

Closure Description: Commercial Ave. to Industrial Ave.

FROM HOUR TO HOUR	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Fridays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Saturdays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Sundays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Legend:

1	Provide at least one through traffic lane open in direction of travel
	Work permitted within project right of way where shoulder or lane closure is not required.

REMARKS:

PCMSs are required at locations at the direction of the Engineer in the field.

This closure chart may be used for two weeks.

Permit # 1251-(11-24-NMC)-SPSALEM-10-22-2024.

Caltrans Permits Received 08-09-24

APPROVED
By William O. Vivar at 4:44 pm, Nov 07, 2024

11-24-N-MC-1251

SHEET INDEX

1. TITLE SHEET
2. EXISTING SITE / DEMOLITION PLAN
3. MAIN STREET / SR 115 PLAN AND PROFILE
4. TRAFFIC CONTROL PLAN
5. TRAFFIC CONTROL PLAN
6. EROSION CONTROL PLAN
7. EROSION CONTROL DETAILS

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

PROJECT PLANS FOR CONSTRUCTION ON

STATE HIGHWAY

IN IMPERIAL COUNTY IN THE CITY OF CALIPATRIA ON ROUTE 115

PROJECT NAME: THE CITY OF CALIPATRIA - SOUTH BROWN AVENUE ROADWAY AND PEDESTRIAN FACILITIES IMPROVEMENT PROJECT BETWEEN MAIN STREET / STATE ROUTE 115 AND CHURCH STREET.

PERMIT NUMBER 11
CO IMP RTE 115 PM 34.765
AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES

STATE REPRESENTATIVE DATE

DIST	COUNTY	ROUTE	MILE POST TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
11	IMPERIAL	115	PM 34.765		7

JAMES G. "JACK" HOLT 08/09/2024
CONSULTING CITY ENGINEER DATE
REGISTERED CIVIL ENGINEER, 31773

REGISTERED PROFESSIONAL ENGINEER — No. 31773 — Exp. 12-31-24 — CIVIL — STATE OF CALIFORNIA

PLANS APPROVAL DATE

CITY OF CALIPATRIA
125 NORTH PARK AVE
CALIPATRIA, CA 92233

THE HOLT GROUP, INC.
1601 NORTH IMPERIAL AVENUE
EL CENTRO, CA 92243

CONSTRUCTION SYMBOLS

LEGEND

ITEM NO.	DESCRIPTION	SYMBOL
1	EXISTING A.C. PAVEMENT	
2	PIPE TRENCH IN PAVEMENT AREAS	
3	TRENCH IN NATIVE AREAS	
4	P.C.C. STRUCTURES	
5	NATIVE MATERIAL	
6	HEADWALL OUTLET AREA	
7	RETENTION BASIN	
8	SIGNS / POSTS	
9	POWER POLE	
10	GUY WIRE	
11	STREET LIGHT	
12	WATER VALVE	
13	GAS VALVE	
14	EXISTING FIRE HYDRANT	
15	ELECTRIC METER	
16	EXISTING TREE	
17	EXISTING PALM TREE	
18	RIGHT OF WAY	ROW
19	SANITARY SEWER MANHOLE	SS
20	STORMDRAIN MANHOLE	SD
21	WATER PIPELINE	-(W)-
22	GAS PIPELINE	-(G)-
23	SANITARY SEWER PIPELINE	-(SS)-
24	OVERHEAD ELECTRICAL/TELEPHONE	-(OHE/OHT)-
25	EXISTING FENCE	
26	BENCHMARK	

ABBREVIATIONS

ITEM NO.	DESCRIPTION	SYMBOL
1	TOP OF PIPE	TOP
2	EXISTING GRADE	EG
3	TOP OF P.C.C. CURB	TCC
4	FLOW LINE	FL
5	SIDEWALK	SW
6	CENTERLINE	℄
7	RIGHT OF WAY	ROW
8	BIKE LANE	BL
9	POINT OF CONNECTION	POC

811 Know what's below. Call before you dig.

Underground Service Alert

Call: TOLL FREE 811

TWO WORKING DAYS BEFORE DIGGING

BENCH MARK

BM#1 USGS Q1225

TITLE SHEET
NTS

PROJECT: THE CITY OF CALIPATRIA - SOUTH BROWN AVENUE ROADWAY AND PEDESTRIAN FACILITIES IMPROVEMENT PROJECT BETWEEN MAIN STREET / STATE ROUTE 115 AND CHURCH STREET.

CITY OF CALIPATRIA - CITY HALL
125 N. PARK AVENUE, CA 92233
CALIPATIRA

THE HOLT GROUP, INC.
1601 NORTH IMPERIAL AVENUE
EL CENTRO, CA 92243

CONTRACT NO.

REVISED BY | DATE REVISED | DATE | CALCULATED/ DESIGNED BY | CHECKED BY | PROJECT ENGINEER | THE HOLT GROUP, INC.

CITY OF CALIPATRIA | THG PROJECT NO. 142.322 | DATE PLOTTED=> 08-08-2024 | TIME PLOTTED=> 03:55 PM | LAST REVISION

USERNAME=> RS
DWG FILE=> C:\Users\ChristophersonGarcia\The Holt Group\142.322 - Documents\CAD\CALTRANS\142.322 - SHEET 1 - CALTRANS-TITLE SHEET.dwg

Caltrans Permits Received 08-09-24

APPROVED
By William O. Vivar at 4:44 pm, Nov 07, 2024

11-24-N-MC-1251

PERMIT NUMBER 11
CO IMP RTE 115 PM 34.765
AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES
STATE REPRESENTATIVE DATE

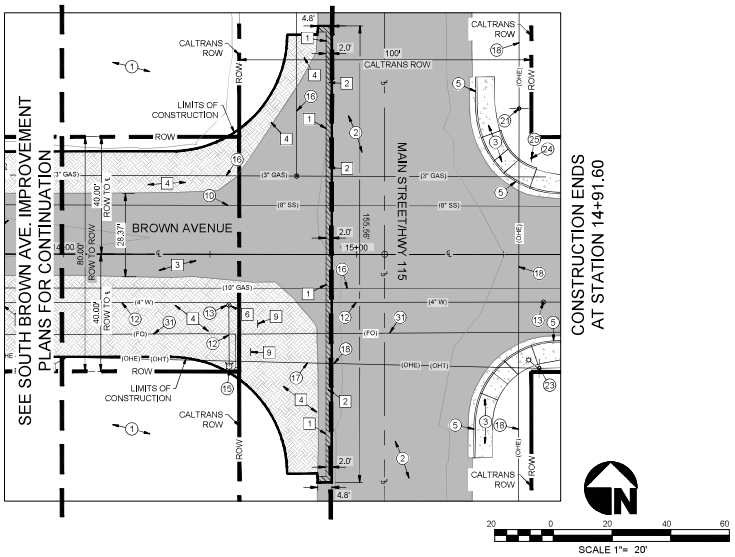
DIST	COUNTY	ROUTE	MILE POST TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
11	IMPERIAL	115	PM 34.765	2	7

JAMES O. "JACK" HOLT
CONSULTING CITY ENGINEER
REGISTERED CIVIL ENGINEER 31773
08/09/2024
DATE

PLANS APPROVAL DATE

CITY OF CALIPATRIA
125 NORTH PARK AVE
CALIPATRIA, CA 92233

THE HOLT GROUP, INC.
1601 NORTH IMPERIAL AVENUE
EL CENTRO, CA 92243



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 P.C.C. BARRIER CURB TO REMAIN.~~
9. ~~EXISTING CHAIN LINK FENCE TO REMAIN.~~
10. EXISTING SANITARY SEWER PIPELINE TO REMAIN.
11. ~~EXISTING SANITARY SEWER MANHOLE TO REMAIN.~~
12. EXISTING WATER PIPELINE TO REMAIN.
13. EXISTING WATER VALVE TO REMAIN.
14. ~~EXISTING WATER METER TO REMAIN.~~
15. EXISTING FIRE HYDRANT TO REMAIN.
16. EXISTING GAS PIPELINE TO REMAIN.
17. EXISTING OVERHEAD TELEPHONE LINES.
18. EXISTING OVERHEAD ELECTRICAL LINES.
19. ~~EXISTING ELECTRICAL BOX TO REMAIN.~~
20. ~~EXISTING ELECTRICAL TRANSFORMER TO REMAIN.~~
21. EXISTING POWER AND/OR TELEPHONE POLE TO REMAIN.
22. ~~EXISTING GUY WIRE TO REMAIN.~~
23. EXISTING STREET LIGHT TO REMAIN.
24. EXISTING STREET NAME SIGN TO REMAIN.
25. EXISTING STOP SIGN TO REMAIN.
26. ~~EXISTING STORMWATER MANHOLE TO REMAIN.~~
27. ~~EXISTING STORMWATER PIPELINE TO REMAIN.~~
28. ~~EXISTING STORMWATER CATCH BASIN TO REMAIN.~~
29. ~~EXISTING POLE MOUNTED SIGN TO REMAIN.~~
30. ~~EXISTING ABANDONED WATER PIPELINE TO REMAIN.~~
31. EXISTING FIBER OPTIC LINE TO REMAIN.
32. EXISTING FIBER OPTIC BOX TO REMAIN.
33. EXISTING POWER POLE TO BE RELOCATED BY OTHERS.
34. EXISTING TELEPHONE POLE TO BE RELOCATED BY OTHER

DEMOLITION KEYNOTES

1. SAWCUT THE EXISTING A.C. PAVEMENT FOR THE FULL DEPTH OF THE A.C. PAVEMENT.
2. COLD PLANE EXISTING A.C. PAVEMENT FOR A DEPTH OF 0.20' MIN. PER DETAIL F ON SHEET 10. CONTRACTOR SHALL DISPOSE OF GRINDINGS.
3. REMOVE AND DISPOSE OF EXISTING A.C. PAVEMENT AND UNDERLYING MATERIAL TO SUBBASE DESIGN GRADE.
4. REMOVE AND DISPOSE OF EXISTING NATIVE MATERIAL TO SUBBASE DESIGN GRADE.
5. ~~RELOCATE THE EXISTING POWER POLE. SEE PLAN AND PROFILE SHEETS 4 TO 6 FOR PROPOSED NEW LOCATION.~~
6. CONTRACTOR TO LOWER THE EXISTING WATER VALVE RISER TO 0.3' BELOW FINISH GRADE PRIOR TO PAVING ACTIVITIES.
7. ~~CONTRACTOR TO LOWER THE EXISTING SANITARY SEWER MANHOLE FRAME AND COVER TO 0.3' BELOW FINISH GRADE PRIOR TO PAVING ACTIVITIES.~~
8. ~~CONTRACTOR TO LOWER THE EXISTING STORMWATER MANHOLE FRAME AND COVER TO 0.3' BELOW FINISH GRADE PRIOR TO PAVING ACTIVITIES.~~
9. REMOVE AND TEMPORARILY STORE THE EXISTING STOP SIGN AND STREET NAME SIGNS TO BE RELOCATED.
10. ~~REMOVE AN DISPOSE OF EXISTING 4 FOOT HIGH CHAIN LINK FENCE AND/OR SWING GATE.~~
11. ~~RELOCATE THE EXISTING FIRE HYDRANT ASSEMBLY TO A LOCATION BEHIND THE NEW P.C.C. SIDEWALK PER GOLDEN STATE WATER COMPANY STD. DETAIL C-15.~~
12. ~~REMOVE AND DISPOSE OF EXISTING STOP SIGN MOUNTED ON THE EXISTING POWER POLE.~~
13. ~~RELOCATE THE EXISTING TELEPHONE POLE. SEE PLAN AND PROFILE SHEETS 4 TO 6 FOR PROPOSED NEW LOCATION.~~
14. ~~SAWCUT THE EXISTING P.C.C. DRIVEWAY FOR THE FULL DEPTH. CONTRACTOR SHALL SAWCUT THE DRIVEWAY AS REQUIRED TO ACHIEVE A MAXIMUM 9.67 PERCENT SLOPE ON THE NEW P.C.C. DRIVEWAY TO BE INSTALLED.~~
15. ~~REMOVE AND DISPOSE OF THE EXISTING P.C.C. DRIVEWAY AND UNDERLYING MATERIAL TO SUB-BASE DESIGN ELEVATION.~~

EXISTING SITE/DEMOLITION PLAN

REVISED BY | DATE REVISED
DATE
CALCULATED/ DESIGNED BY | CHECKED BY
PROJECT ENGINEER
THE HOLT GROUP, INC.

LAST REVISION | DATE PLOTTED=> 08/09/2024 TIME PLOTTED=> 03:53 PM
THG PROJECT NO. 142.322
CITY OF CALIPATRIA

USERNAME=> RS
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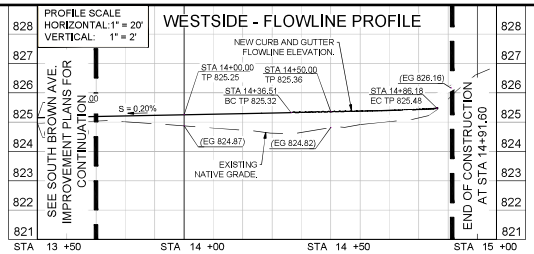

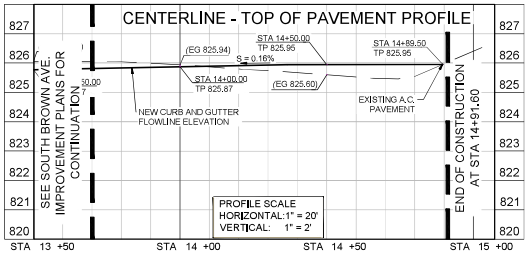

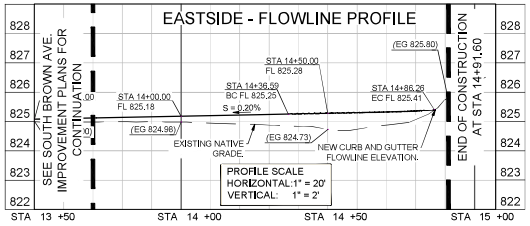

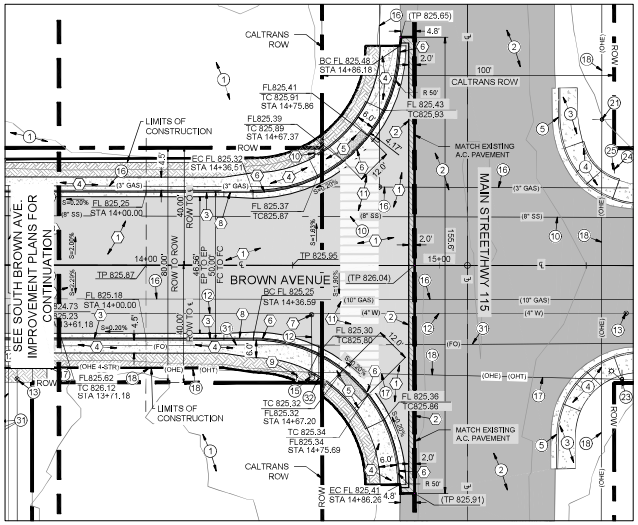

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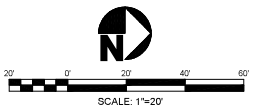
CONSTRUCTION KEYNOTES

1. INSTALL 4-INCHES OF A.C. PAVEMENT OVER 12-INCHES OF CLASS 2 BASE, COMPACT THE CLASS 2 BASE MATERIAL TO 95-PERCENT OF MAXIMUM DENSITY PER ASTM D-1557.
2. INSTALL 0.20 FOOT OF A.C. PAVEMENT AT COLD PLANED/HEADER CUT AREA .
3. INSTALL 6-INCH P.C.C. CURB AND GUTTER PER CITY OF CALIPATRIA STANDARD DETAIL S 117.
4. INSTALL NEW 4-INCH THICK P.C.C. SIDEWALK OVER 4-INCHES OF GRANULAR SAND. COMPACT THE GRANULAR SAND TO 95 PERCENT OF MAXIMUM DENSITY PER ASTM D-1557.
5. INSTALL P.C.C. HANDICAP RAMP AND TRUNCATED DOMES PER CALTRANS STANDARD PLAN A88A, CASE C WITH A 12-FEET WIDE CURB RAMP. INSTALL P.C.C. HANDICAP RAMP OVER 6-INCHES OF CLASS II BASE, COMPACT THE CLASS 2 BASE MATERIAL TO 95-PERCENT OF MAXIMUM DENSITY PER ASTM D-1557.
6. INSTALL NEW TYPE B2-6 P.C.C. CURB AND GUTTER PER CALTRANS STANDARD DETAIL A87A.
7. ADJUST THE EXISTING WATER VALVE RISERS TO FINISH GRADE AFTER PAVING OPERATIONS ARE COMPLETE. PLACE AN 8-INCH DEEP 8-INCH WIDE, 5,000 PSI CONCRETE RING AROUND THE EXTERIOR CIRCUMFERENCE OF THE WATER VALVE RISER.
8. INSTALL 10-FOOT P.C.C. CURB AND GUTTER TRANSITION FROM CALTRANS TYPE B2-6 TO CITY OF CALIPATRIA STANDARD 6-INCH CURB AND GUTTER.
9. INSTALL NEW STOP SIGN PER SINGLE POST INSTALLATION DETAIL ON CALTRANS STANDARD DRAWING RS2.
10. INSTALL PREVIOUSLY STORED STREET NAME SIGN PER THE CITY OF CALIPATRIA STANDARD DETAIL S-130.
11. INSTALL WHITE CONTINENTAL CROSSWALK MARKINGS PER CALTRANS STANDARD PLAN A24F.

NOTE:

ALL MATERIALS USED WITHIN CALTRANS RIGHT-OF-WAY SHALL COMPLY WITH THE 2023 CALTRANS STANDARD SPECIFICATIONS.



PERMIT NUMBER 11
CO IMP RTE 115 PM 34.765
AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES
STATE REPRESENTATIVE DATE

DIST	COUNTY	ROUTE	MILE POST TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
11	IMPERIAL	115	PM 34.765	3	7

JAMES G. "JACK" HOLT
CONSULTING CITY ENGINEER
REGISTERED CIVIL ENGINEER, 31773
08/09/2024
DATE

PLANS APPROVAL DATE
CITY OF CALIPATRIA
125 NORTH PARK AVE
CALIPATRIA, CA 92233

THE HOLT GROUP, INC.
1601 NORTH IMPERIAL AVENUE
EL CENTRO, CA 92243

REGISTERED PROFESSIONAL ENGINEER JAMES G. HOLT No. 31773 Exp. 12-31-24 CIVIL STATE OF CALIFORNIA

MAIN STREET/SR 115 PLAN AND PROFILE

REVISED BY | DATE REVISED
DATE
CALCULATED/ DESIGNED BY | CHECKED BY
PROJECT ENGINEER
THE HOLT GROUP, INC.

CITY OF CALIPATRIA
THG PROJECT NO. 142.322
DATE PLOTTED=> 08-08-2024
TIME PLOTTED=> 03:52 PM
LAST REVISION

USERNAME=> RS
DWG FILE=> C:\Users\ChristophersonGarcia\The Holt Group\142,322 - Documents\CAD\CALTRANS\142,322 - SHEET 3 - PLAN AND PROFILE SHEET.dwg

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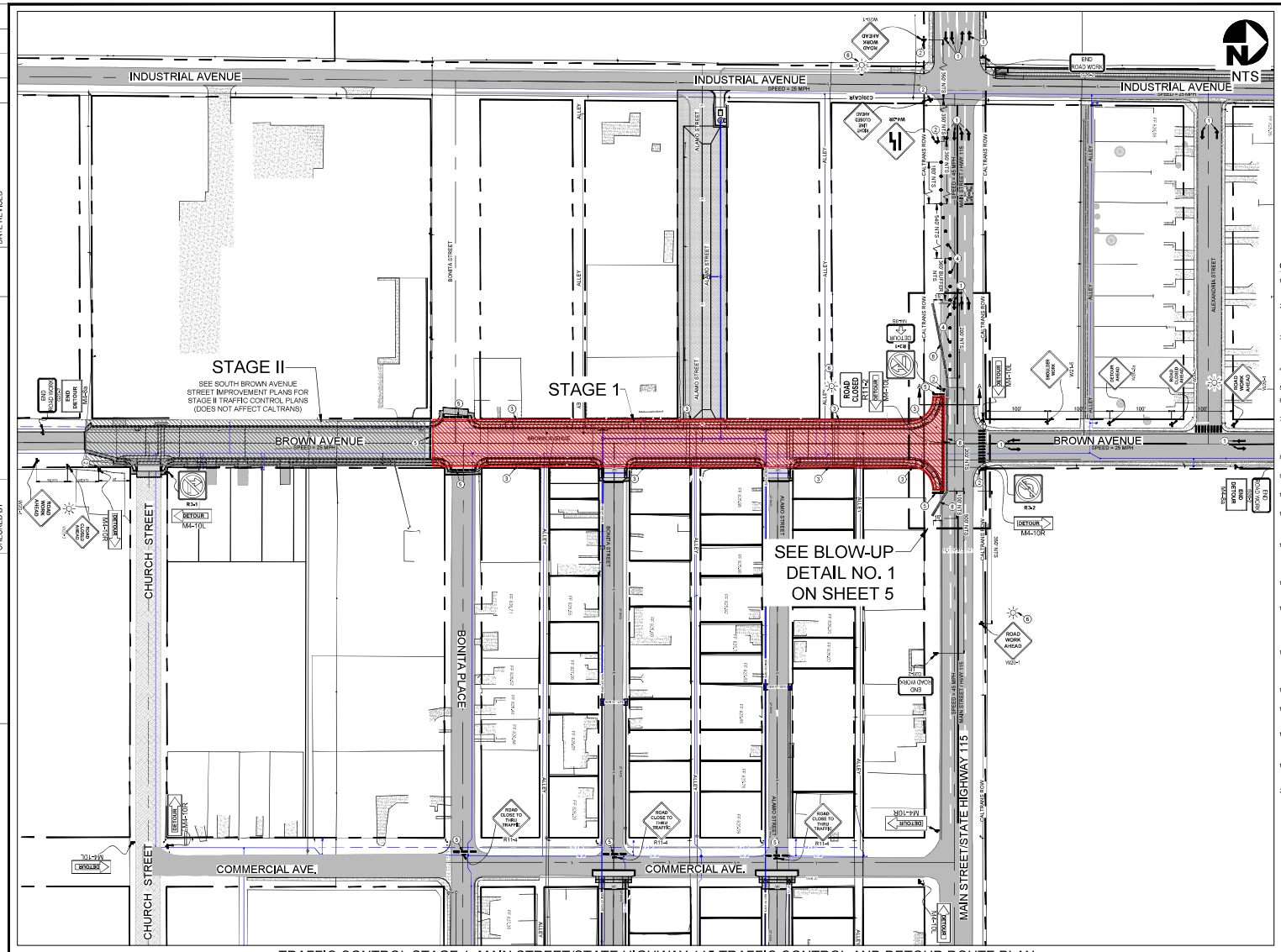

TRAFFIC CONTROL STAGE 1: MAIN STREET/STATE HIGHWAY 115 TRAFFIC CONTROL AND DETOUR ROUTE PLAN

TRAFFIC CONTROL LEGEND/KEYNOTES

ITEM NO.	ITEM DESCRIPTION	ITEM	ITEM NO.	ITEM DESCRIPTION	ITEM
①	DIRECTION OF TRAFFIC		⑤	TYPE III BARRICADE	
②	WARNING/REGULATORY SIGN		⑥	FLASHING BEACON	
③	WORK AREA		⑦	FLAGGER	
④	TRAFFIC CONES MAX. SPACING 45 FT. PER T9		⑧	TYPE K TEMP. BARRIER	

NOTES:
1. **THE CONTRACTOR SHALL BE RESPONSIBLE FOR SPRAYING WATER FOR DUST CONTROL ON ALL UNPAVED ROADS DESIGNATED AS DETOUR ROUTE.**
2. **THE CONTRACTOR SHALL INSPECT AND FIX TRAFFIC CONTROL DEVICES , AS NEEDED , FOR TWO (2) HOURS ON SATURDAYS, SUNDAYS, AND HOLIDAYS TO ENSURE THE TRAFFIC CONTROL DEVICES ARE PLACED AND MAINTAINED DURING NO-WORKING HOURS /DAYS**
3. **DIMENSIONS LABELED "NTS" SHOWN IN THIS PLAN SHEET ARE NOT TO SCALE**

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11	IMPERIAL	115	PM 34.765	4	7

JAMES G. "JACK" HOLT
CONSULTING CITY ENGINEER
REGISTERED CIVIL ENGINEER, 31773
08/09/2024
DATE

PLANS APPROVAL DATE

CITY OF CALIPATRIA
125 NORTH PARK AVE
CALIPATRIA, CA 92233

THE HOLT GROUP, INC.
1601 NORTH IMPERIAL AVENUE
EL CENTRO, CA 92243

REGISTERED PROFESSIONAL ENGINEER — JAMES G. HOLT — No. 31773 — Exp. 12-31-24 — CIVIL — STATE OF CALIFORNIA

GENERAL TRAFFIC CONTROL NOTES

1. ALL TRAFFIC CONTROL DEVICES FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF CALTRANS STANDARD PLANS AND SPECIFICATIONS AND CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) AND CA MUTCD SUPPLEMENT UNLESS SPECIFIED OTHERWISE.
2. TRAFFIC CONTROL SHOWN HEREIN IS THE MINIMUM REQUIRED. ADDITIONAL TRAFFIC CONTROL MAY BE REQUIRED TO FACILITATE PUBLIC SAFETY AND TRAFFIC FLOW IF DEEMED NECESSARY BY THE CITY OF CALIPATRIA PUBLIC WORKS DEPARTMENT REPRESENTATIVE, CALTRANS REPRESENTATIVE, OR THE RESIDENT ENGINEER. THESE CHANGES MAY BE ACCOMPLISHED IN THE FIELD.
3. TRAFFIC CONTROL DEVICES SHOWN ON PLANS ARE LOCATED APPROXIMATELY AND SHALL BE ADJUSTED AS REQUIRED TO MEET FIELD CONDITIONS. ALL SUCH CHANGES MADE DUE TO FIELD CONDITIONS SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF CALTRANS STANDARD PLANS AND SPECIFICATIONS, CA MUTCD AND CITY OF CALIPATRIA STANDARDS AND SPECIFICATIONS.
4. THROUGHOUT EACH WORK PERIOD, CONTRACTOR SHALL INSPECT TRAFFIC CONTROL (SIGNS, BARRICADES AND DELINEATORS) AND MAINTAIN SAME IN ACCORDANCE WITH TRAFFIC CONTROL PLANS.
5. ACCESS TO PRIVATE PROPERTY SHALL BE MAINTAINED AT ALL TIMES.
6. ALL SIGNS SHALL BE HIGH INTENSITY REFLECTIVE. ALL TRAFFIC CONTROL DEVICES SHALL BE REFLECTIVE WITH FLASHING LIGHTS FOR NIGHT TIME TRAFFIC CONTROL.
7. THE INTENSITY AND DISTRIBUTION OF LIGHT FROM EACH ILLUMINATED SIGNAL LENS SHOULD CONFORM TO THE CURRENT 'STANDARDS FOR VEHICLE TRAFFIC CONTROL SIGNAL HEADS' AND 'TRAFFIC SIGNAL LAMPS' (SEE SECTION 1A.11 OF LATEST VERSION OF CA MUTCD). IF A SIGNAL INDICATION IS OPERATED IN THE FLASHING MODE FOR NIGHTTIME OPERATION AND THE SIGNAL INDICATION IS SO BRIGHT AS TO CAUSE EXCESSIVE GLARE, SOME FORM OF AUTOMATIC DIMMING SHOULD BE USED TO REDUCE THE BRILLIANCE OF THE SIGNAL INDICATION.
8. REFER TO THE LATEST REVISION OF CA MUTCD AND CALTRANS STANDARD PLANS AND SPECIFICATIONS REGARDING THE NOTES FOR EACH TYPICAL APPLICATION CALLED OUT ON THIS PLAN.
9. CONTRACTOR SHALL INSPECT TRAFFIC CONTROL AT THE BEGINNING AND AT THE END OF EACH WORKING DAY TO ENSURE COMPLIANCE WITH THESE PLANS.
10. CONTRACTOR SHALL INSTALL ADA COMPLIANT TEMPORARY RAMPS BETWEEN THE EDGE OF THE EXISTING CURB RETURN/HANDICAP RAMP AND EXCAVATED SURFACE AT THE END OF EACH WORK DAY.
11. CONTRACTOR SHALL INSTALL CLASS 2 BASE UP TO FINISHED GRADE ELEVATION AFTER SAWCUT AND REMOVAL OF EXISTING A.C. BARRIER CURB / A.C PAVEMENT SECTION / P.C.C. SIDEWALK. PRIOR TO OPENING THE LANE TO TRAFFIC,CONTRACTOR SHALL PLACE CLASS 2 BASE FROM THE EXISTING EDGE OF PAVEMENT TO THE EDGE OF THE SAWCUT AREA AT A SLOPE NO STEEPER THAN 6:1.
12. CONTRACTOR SHALL PROVIDE FLAG PERSONNEL AT THE INTERSECTION OF HWY 115 AND BROWN AVENUE DURING WORK HOURS TO ASSIST PEDESTRIAN THROUGH WORK AREA AND ASSIST CROSSING SR-115. CONTRACTOR SHALL INSTALL TEMPORARY TRAFFIC CONTROL DEVICES ACCORDING TO CALTRANS STANDARD PLANS T30 TO T33 IF REQUIRED TO PROVIDE TEMPORARY PEDESTRIAN ACCESS AT ALL INTERSECTIONS AFFECTED BY THE PROPOSED CONSTRUCTION ACTIVITIES.
13. IF A PORTION OF THE CONSTRUCTION AREA IS OPEN AT THE END OF THE WORK DAY, EACH EXPOSED SECTION MUST BE COMPLETELY FILLED WITH CLASS 2 BASE MATERIAL AND SURROUNDED WITH BARRICADES AND TAPE OR AS APPROVED BY THE CITY ENGINEER.
14. ALL ADJACENT BUSINESSES, RESIDENCES, SCHOOLS AND CHURCHES SHALL BE DULY NOTIFIED BY THE CONTRACTOR, IN WRITING, OF HIS PROPOSED OPERATIONS. NOTICE SHALL BE DELIVERED AT LEAST TWO (2) WORKING WEEKS PRIOR TO START OF CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPRODUCTION OF NOTIFICATION LETTERS. THE NOTIFICATION LETTERS SHALL BE WRITTEN IN ENGLISH AND SPANISH LANGUAGES. RE-NOTIFICATION WILL BE REQUIRED IF THE CONTRACTOR'S SCHEDULE IS ALTERED OR OTHER DELAYS OCCUR WHICH AFFECT THE PROJECT SCHEDULE.
15. IF CONSTRUCTION OCCURS DURING THE SCHOOL YEAR, CONTRACTOR SHALL NOTIFY IN WRITING TO THE CALIPATRIA ELEMENTARY SCHOOL DISTRICT AND CALIPATRIA UNION HIGH SCHOOL DISTRICT THE PROPOSED ROAD CLOSURES AT LEAST TWO (2) WEEKS PRIOR TO START OF CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL COORDINATE WITH THE SCHOOL DISTRICTS ANY ADDITIONAL TRAFFIC CONTROL THAT MAY BE REQUIRED FOR SCHOOL BOUND PEDESTRIAN AND VEHICULAR TRAFFIC.
16. THE CONTRACTOR SHALL MAKE ACCOMMODATIONS TO ALLOW REGULARLY SCHEDULED SOLID WASTE DISPOSAL PICK UP ALONG THE AFFECTED STREET SECTIONS DURING THE PROJECT CONSTRUCTION PERIOD.
17. CONTRACTOR SHALL COVER EXISTING TRAFFIC SIGNS, TRAFFIC SIGNALS, OR PEDESTRIAN SIGNAL INDICATIONS SHOULD SAID CONTROLS CONFLICT WITH TEMPORARY TRAFFIC CONTROL PLAN OR AS DIRECTED BY THE CITY OF CALIPATRIA.
18. WHENEVER THE WORK CAUSES OBLITERATION OF PAVEMENT DELINEATION, TEMPORARY OR PERMANENT PAVEMENT DELINEATION SHALL BE IN PLACE PRIOR TO OPENING THE TRAVELED WAY TO PUBLIC TRAFFIC. LANE LINES AND CENTERLINE PAVEMENT DELINEATION SHALL BE PROVIDED AT ALL TIMES FOR TRAVELED WAYS OPEN TO THE PUBLIC TRAFFIC.
19. FLAGGERS SHALL BE CERTIFIED IN FLAGGING PROCEDURES. FLAGGERS SHALL COORDINATE THEIR EFFORTS AND STAY IN CONSTANT COMMUNICATION, VIA TWO WAY RADIOS, TO PREVENT EXCESSIVE QUEUING OF TRAFFIC AND TO PROVIDE SAFE AND SMOOTH OPERATION THROUGHOUT THE WORK ZONE.
20. ALL ADVANCED WARNING SIGNS SHALL BE EQUIPPED WITH FLAGS FLASHING YELLOW BEACONS. TYPE-B SHALL BE USED ON ALL W20-1, W20-2, C-18 SIGNS AND ON ALL TYPE-III AND TYPE-II BARRICADES GUARDING THE WORK AREA OVERNIGHT.

*** LATEST VERSION OF CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) IS CA MUTCD 2014 *** A COPY OF CA MUTCD 2014 CAN BE OBTAINED FROM "HTTP://WWW.DOT.CA.GOV/HQ/TRAFFOPS/ENGINEERING/MUTCD/CA_MUTCD2014.HTM" ****

TRAFFIC CONTROL DURING STRIPING ACTIVITIES:

1. THE CONTRACTOR SHALL INSTALL STRIPING FOR THE NEW CONTINENTAL CROSSWALK IN THE EAST-WEST DIRECTION DURING TRAFFIC CONTROL STAGE 1.
2. THE CONTRACTOR SHALL USE TRAFFIC CONTROL SYSTEM FOR CHANGEABLE LANE CLOSURE ON MULTILANE CONVENTIONAL HIGHWAYS AND EXPRESSWAYS STANDARD PLAN T11A FOR INSTALLATION OF STRIPING FOR THE NEW CONTINENTAL CROSSWALKS IN THE NORTH-SOUTH DIRECTION.
3. THE CONTRACTOR SHALL ALLOW FOR AT LEAST ONE LANE OPEN IN EACH DIRECTION AT ALL TIMES DURING STRIPING ACTIVITIES.

TRAFFIC CONTROL PLAN

RE/ISED BY | DATE REVISED | DATE | CALCULATED/ DESIGNED BY | CHECKED BY | PROJECT ENGINEER | THE HOLT GROUP, INC.

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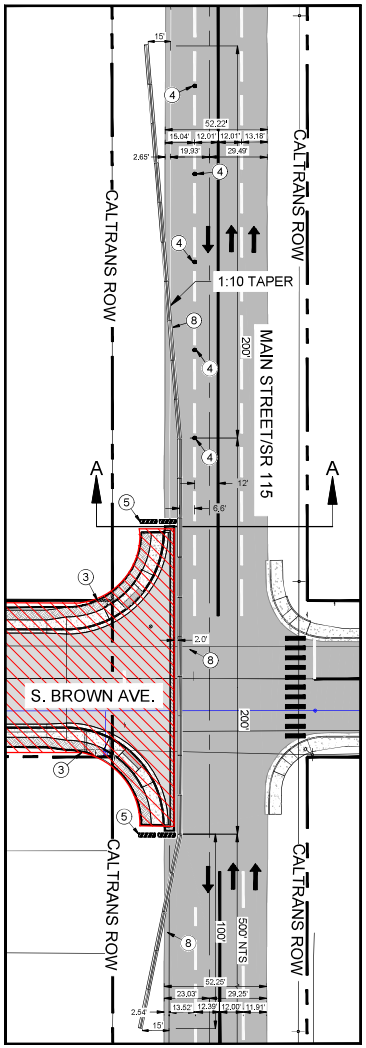
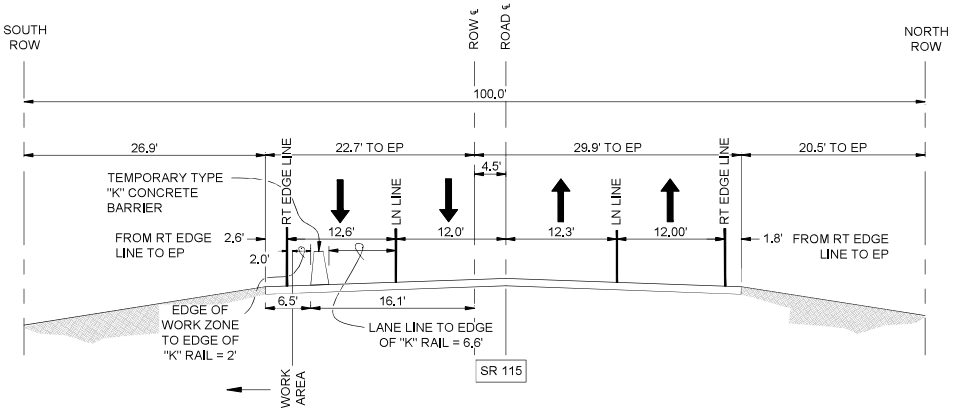


BLOW-UP DETAIL NO. 1 FOR TEMPORARY TYPE "K" CONCRETE BARRIER

NOTE: TEMPORARY "K" RAIL WILL BE PINNED TO ASPHALT CONCRETE ON SHOULDER.



SR 115 CROSS-SECTION

SPEED LIMIT = 45 MPH

A-A | 4,5 | 5

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GENERAL TRAFFIC CONTROL NOTES

1. ALL TRAFFIC CONTROL DEVICES FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF CALTRANS STANDARD PLANS AND SPECIFICATIONS AND CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) AND CA MUTCD SUPPLEMENT UNLESS SPECIFIED OTHERWISE.
2. TRAFFIC CONTROL SHOWN HEREIN IS THE MINIMUM REQUIRED. ADDITIONAL TRAFFIC CONTROL MAY BE REQUIRED TO FACILITATE PUBLIC SAFETY AND TRAFFIC FLOW IF DEEMED NECESSARY BY THE CITY OF CALIPATRIA PUBLIC WORKS DEPARTMENT REPRESENTATIVE, CALTRANS REPRESENTATIVE, OR THE RESIDENT ENGINEER. THESE CHANGES MAY BE ACCOMPLISHED IN THE FIELD.
3. TRAFFIC CONTROL DEVICES SHOWN ON PLANS ARE LOCATED APPROXIMATELY AND SHALL BE ADJUSTED AS REQUIRED TO MEET FIELD CONDITIONS. ALL SUCH CHANGES MADE DUE TO FIELD CONDITIONS SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF CALTRANS STANDARD PLANS AND SPECIFICATIONS, CA MUTCD AND CITY OF CALIPATRIA STANDARDS AND SPECIFICATIONS.
4. THROUGHOUT EACH WORK PERIOD, CONTRACTOR SHALL INSPECT TRAFFIC CONTROL (SIGNS, BARRICADES AND DELINEATORS) AND MAINTAIN SAME IN ACCORDANCE WITH TRAFFIC CONTROL PLANS.
5. ACCESS TO PRIVATE PROPERTY SHALL BE MAINTAINED AT ALL TIMES.
6. ALL SIGNS SHALL BE HIGH INTENSITY REFLECTIVE. ALL TRAFFIC CONTROL DEVICES SHALL BE REFLECTIVE WITH FLASHING LIGHTS FOR NIGHT TIME TRAFFIC CONTROL.
7. THE INTENSITY AND DISTRIBUTION OF LIGHT FROM EACH ILLUMINATED SIGNAL LENS SHOULD CONFORM TO THE CURRENT 'STANDARDS FOR VEHICLE TRAFFIC CONTROL SIGNAL HEADS' AND 'TRAFFIC SIGNAL LAMPS' (SEE SECTION 1A.11 OF LATEST VERSION OF CA MUTCD). IF A SIGNAL INDICATION IS OPERATED IN THE FLASHING MODE FOR NIGHTTIME OPERATION AND THE SIGNAL INDICATION IS SO BRIGHT AS TO CAUSE EXCESSIVE GLARE, SOME FORM OF AUTOMATIC DIMMING SHOULD BE USED TO REDUCE THE BRILLIANCE OF THE SIGNAL INDICATION.
8. REFER TO THE LATEST REVISION OF CA MUTCD AND CALTRANS STANDARD PLANS AND SPECIFICATIONS REGARDING THE NOTES FOR EACH TYPICAL APPLICATION CALLED OUT ON THIS PLAN.
9. CONTRACTOR SHALL INSPECT TRAFFIC CONTROL AT THE BEGINNING AND AT THE END OF EACH WORKING DAY TO ENSURE COMPLIANCE WITH THESE PLANS.
10. CONTRACTOR SHALL INSTALL ADA COMPLIANT TEMPORARY RAMPS BETWEEN THE EDGE OF THE EXISTING CURB RETURN/HANDICAP RAMP AND EXCAVATED SURFACE AT THE END OF EACH WORK DAY.
11. CONTRACTOR SHALL INSTALL CLASS 2 BASE UP TO FINISHED GRADE ELEVATION AFTER SAWCUT AND REMOVAL OF EXISTING A.C. BARRIER CURB / A.C. PAVEMENT SECTION / P.C.C. SIDEWALK, PRIOR TO OPENING THE LANE TO TRAFFIC. CONTRACTOR SHALL PLACE CLASS 2 BASE FROM THE EXISTING EDGE OF PAVEMENT TO THE EDGE OF THE SAWCUT AREA AT A SLOPE NO STEEPER THAN 6:1.
12. CONTRACTOR SHALL PROVIDE FLAG PERSONNEL AT THE INTERSECTION OF HWY 115 AND BROWN AVENUE DURING WORK HOURS TO ASSIST PEDESTRIAN THROUGH WORK AREA AND ASSIST CROSSING SR-115. CONTRACTOR SHALL INSTALL TEMPORARY TRAFFIC CONTROL DEVICES ACCORDING TO CALTRANS STANDARD PLANS T30 TO T33 IF REQUIRED TO PROVIDE TEMPORARY PEDESTRIAN ACCESS AT ALL INTERSECTIONS AFFECTED BY THE PROPOSED CONSTRUCTION ACTIVITIES.
13. IF A PORTION OF THE CONSTRUCTION AREA IS OPEN AT THE END OF THE WORK DAY, EACH EXPOSED SECTION MUST BE COMPLETELY FILLED WITH CLASS 2 BASE MATERIAL AND SURROUNDED WITH BARRICADES AND TAPE OR AS APPROVED BY THE CITY ENGINEER.
14. ALL ADJACENT BUSINESSES, RESIDENCES, SCHOOLS AND CHURCHES SHALL BE DULY NOTIFIED BY THE CONTRACTOR, IN WRITING, OF HIS PROPOSED OPERATIONS. NOTICE SHALL BE DELIVERED AT LEAST TWO (2) WORKING WEEKS PRIOR TO START OF CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPRODUCTION OF NOTIFICATION LETTERS. THE NOTIFICATION LETTERS SHALL BE WRITTEN IN ENGLISH AND SPANISH LANGUAGES. RE-NOTIFICATION WILL BE REQUIRED IF THE CONTRACTOR'S SCHEDULE IS ALTERED OR OTHER DELAYS OCCUR WHICH AFFECT THE PROJECT SCHEDULE.
15. IF CONSTRUCTION OCCURS DURING THE SCHOOL YEAR, CONTRACTOR SHALL NOTIFY IN WRITING TO THE CALIPATRIA ELEMENTARY SCHOOL DISTRICT AND CALIPATRIA UNION HIGH SCHOOL DISTRICT OF THE PROPOSED ROAD CLOSURES AT LEAST TWO (2) WEEKS PRIOR TO START OF CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL COORDINATE WITH THE SCHOOL DISTRICTS ANY ADDITIONAL TRAFFIC CONTROL THAT MAY BE REQUIRED FOR SCHOOL BOUND PEDESTRIAN AND VEHICULAR TRAFFIC.
16. THE CONTRACTOR SHALL MAKE ACCOMMODATIONS TO ALLOW REGULARLY SCHEDULED SOLID WASTE DISPOSAL PICK UP ALONG THE AFFECTED STREET SECTIONS DURING THE PROJECT CONSTRUCTION PERIOD.
17. CONTRACTOR SHALL COVER EXISTING TRAFFIC SIGNS, TRAFFIC SIGNALS, OR PEDESTRIAN SIGNAL INDICATIONS SHOULD SAID CONTROLS CONFLICT WITH TEMPORARY TRAFFIC CONTROL PLAN OR AS DIRECTED BY THE CITY OF CALIPATRIA.
18. WHENEVER THE WORK CAUSES OBLITERATION OF PAVEMENT DELINEATION, TEMPORARY OR PERMANENT PAVEMENT DELINEATION SHALL BE IN PLACE PRIOR TO OPENING THE TRAVELED WAY TO PUBLIC TRAFFIC. LANE LINES AND CENTERLINE PAVEMENT DELINEATION SHALL BE PROVIDED AT ALL TIMES FOR TRAVELED WAYS OPEN TO THE PUBLIC TRAFFIC.
19. FLAGGERS SHALL BE CERTIFIED IN FLAGGING PROCEDURES. FLAGGERS SHALL COORDINATE THEIR EFFORTS AND STAY IN CONSTANT COMMUNICATION, VIA TWO WAY RADIOS, TO PREVENT EXCESSIVE QUEUING OF TRAFFIC AND TO PROVIDE SAFE AND SMOOTH OPERATION THROUGHOUT THE WORK ZONE.
20. ALL ADVANCED WARNING SIGNS SHALL BE EQUIPPED WITH FLAGS FLASHING YELLOW BEACONS. TYPE-B SHALL BE USED ON ALL W20-7, W20-2, C-18 SIGNS AND ON ALL TYPE-III AND TYPE-II BARRICADES GUARDING THE WORK AREA OVERNIGHT.

*** LATEST VERSION OF CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) IS CA MUTCO 2014 ***
*** A COPY OF CA MUTCD 2014 CAN BE OBTAINED FROM "HTTP://WWW.DOT.CA.GOV/HQ/TRAFFOPS/ENGINEERING/MUTCD/CA_MUTCD2014.HTM" ***

TRAFFIC CONTROL LEGEND/KEYNOTES

ITEM NO.	ITEM DESCRIPTION	ITEM	ITEM NO.	ITEM DESCRIPTION	ITEM
①	DIRECTION OF TRAFFIC		⑤	TYPE III BARRICADE	
②	WARNING/REGULATORY SIGN		⑥	FLASHING BEACON	
③	WORK AREA		⑦	FLAGGER	
④	TRAFFIC CONES MAX. SPACING 45 FT. PER T9		⑧	TYPE K TEMP. BARRIER	

NOTES:
1. **THE CONTRACTOR SHALL BE RESPONSIBLE FOR SPRAYING WATER FOR DUST CONTROL ON ALL UNPAVED ROADS DESIGNATED AS DETOUR ROUTE.**
2. **THE CONTRACTOR SHALL INSPECT AND FIX TRAFFIC CONTROL DEVICES , AS NEEDED , FOR TWO (2) HOURS ON SATURDAYS, SUNDAYS, AND HOLIDAYS TO ENSURE THE TRAFFIC CONTROL DEVICES ARE PLACED AND MAINTAINED DURING NO-WORKING HOURS /DAYS**
3. **DIMENSIONS LABELED "NTS" SHOWN IN THIS PLAN SHEET ARE NOT TO SCALE**

NTS

TRAFFIC CONTROL DURING STRIPING ACTIVITIES:

1. THE CONTRACTOR SHALL INSTALL STRIPING FOR THE NEW CONTINENTAL CROSSWALK IN THE EAST-WEST DIRECTION DURING TRAFFIC CONTROL STAGE 1.
2. THE CONTRACTOR SHALL USE TRAFFIC CONTROL SYSTEM FOR CHANGEABLE LANE CLOSURE ON MULTILANE CONVENTIONAL HIGHWAYS AND EXPRESSWAYS STANDARD PLAN T11A FOR INSTALLATION OF STRIPING FOR THE NEW CONTINENTAL CROSSWALKS IN THE NORTH-SOUTH DIRECTION.
3. THE CONTRACTOR SHALL ALLOW FOR AT LEAST ONE LANE OPEN IN EACH DIRECTION AT ALL TIMES DURING STRIPING ACTIVITIES.

TRAFFIC CONTROL PLAN

RE/ISED BY | DATE REVISED | DATE | CALCULATED/ DESIGNED BY | CHECKED BY | PROJECT ENGINEER | THE HOLT GROUP, INC.

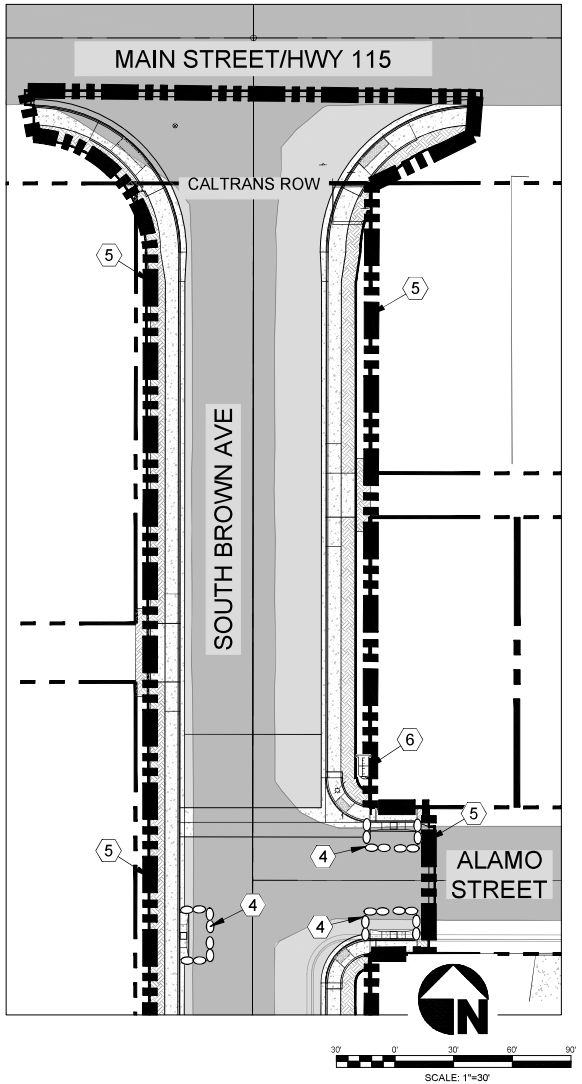
CITY OF CALIPATRIA | THG PROJECT NO. 142.322 | DATE PLOTTED=> 08-09-2024 TIME PLOTTED=> 03:51 PM | LAST REVISION

USERNAME=> RS
DWG FILE=> C:\Users\ChristophersonGarcia\The Holt Group\142.322 - Documents\CAD\CALTRANS\142.322 - SHEET 5 - TRAFFIC CONTROL BLOW UP AND DETAILS.dwg

Caltrans Permits Received 08-09-24

APPROVED
By William O. Vivar at 4:46 pm, Nov 07, 2024

11-24-N-MC-1251



CONSTRUCTION BMPS FOR IMPROVEMENTS

BMP NO.	ITEM	UNIT	QUANTITY	ROW	NOTES/ COMMENT
-	CONSTRUCTION SITE AND SWPPP MANAGEMENT	LS	N/A	CALTRANS AND CITY	SITE MANAGEMENT, INSPECTION AND MONITORING BY A QSP TO COMPLY WITH WPCP REQUIREMENTS WITHIN CALTRANS ROW. PROVIDED BY THE CONTRACTOR INCLUDING, BUT IS NOT LIMITED TO , NS-1 THROUGH NS-15 AND WM-1 THROUGH WM-10. REFER TO LATEST CALTRANS STANDARD PLANS AND SPECIFICATIONS AND CALTRANS CONSTRUCTION SITE BMPS MANUAL.
SE-7	STREET SWEEPING	LS	N/A	CALTRANS AND CITY	STREET SWEEPING SHALL BE PERFORMED DAILY AND AS NECESSARY TO ENSURE TRAVEL WAYS ARE FREE OF DIRT.
SE-6	TEMPORARY GRAVEL BAG	EACH	8	CITY	INSTALL TWO (2) LAYER GRAVEL-FILLED BAGS AT AND ALONG THE DOWNSTREAM LOCATIONS OF THE NEW CONCRETE STORMWATER CONVEYANCE FACILITIES. SEE DETAIL D ON SHEET 7.
WE-1	WIND EROSION CONTROL	LS	N/A	CITY	MAINTAIN DUST CONTROL THROUGHOUT THE ENTIRE SITE FOR THE DURATION OF THE PROJECT. WATER TRUCKS, OR EQUIVALENT BMP, SHALL BE USED FOR DUST SUPPRESSION.
TC-1 & TC-3	TEMPORARY CONSTRUCTION ENTRANCE/ EXIT WITH TIRE WASH	EACH	1	CITY	THE CONSTRUCTION ENTRANCES SHALL BE INSTALLED AND MAINTAINED UNTIL FINAL PAVEMENT CONSTRUCTION IS COMPLETE. THE CONTRACTOR IS RESPONSIBLE FOR TRACKING CONTROL THROUGH REGULAR STREET SWEEPING, GRIZZLY PADS, OR OTHER TRACKING CONTROL MEANS.
WM-8	CONCRETE WASTE WASH OUT AREA	EACH	1	CITY	A CONCRETE WASH OUT AREA IS TO BE INSTALLED AND MAINTAINED AT THE CITY OF CALIPATRIA PUBLIC WORK'S STOCKYARD.
-	TEMPORARY RESTROOM FACILITIES	EACH	2	CITY	THE RESTROOM FACILITIES SHALL BE SECURED FROM OVERTURNING IN HIGH WIND CONDITIONS
-	RAIN GAUGE	EACH	1	CITY	INSTALL A RAIN GAUGE PER THE CALTRANS CONSTRUCTION SITE MONITORING PROGRAM GUIDANCE MANUAL.

BMP KEYNOTES

① CONTRACTOR SHALL LOCATE THE PORTABLE RESTROOM FACILITIES TO A LOCATION APPROVED BY THE ENGINEER, SEE DETAIL B FOR TYPICAL STAGING AREA ON SHEET 7.

② INSTALL CONCRETE WASHOUT AREA PER CALIFORNIA BMP HANDBOOK WM-8 DETAILS. SEE DETAIL A ON SHEET 7.

③ INSTALL CONSTRUCTION ENTRANCE AND TIRE WASH AREA PER CALIFORNIA BMP HANDBOOK TC-1 AND TC-3 DETAILS. SEE DETAIL C ON SHEET 7.

④ INSTALL GRAVEL BAGS AFTER INSTALLATION OF THE CATCH BASINS ALONG BONITA STREET AND ALAMO STREET PER CALIFORNIA BMP HANDBOOK SE-6 DETAIL. SEE DETAIL D ON SHEET 7.

⑤ LIMITS OF CONSTRUCTION.

⑥ INSTALL A RAIN GAUGE PER THE CALTRANS CONSTRUCTION SITE MONITORING PROGRAM GUIDANCE MANUAL.

LEGEND

PORTABLE TOILET

CONCRETE WASHOUT AREA

CONSTRUCTION ENTRANCE

GRAVEL BAGS

LIMITS OF CONSTRUCTION

RAIN GAUGE

GENERAL EROSION CONTROL NOTES:

1. EROSION CONTROL PLAN INCLUDES ALL POSSIBLE BMPS FOR THE CONSTRUCTION OF THIS PROJECT. CONTRACTOR SHALL APPLY APPROPRIATE BMPS FOR EACH PHASE OF CONSTRUCTION.
2. DURING MASS GRADING ACTIVITIES, STREETS WILL BE SWEPT AS NECESSARY TO PREVENT DIRT AND DUST FROM LEAVING THE CONSTRUCTION AREA.
3. CONTRACTOR SHALL PROVIDE ADEQUATE DUST SUPPRESSION TO MEET ALL LOCAL AIR POLLUTION CONTROL DISTRICT REQUIREMENTS INCLUDING ALL DETOUR SIDE ROADS.
4. ALL BEST MANAGEMENT PRACTICES SHALL MEET THE REQUIREMENTS OF THE LATEST VERSION OF CASQA STORMWATER BEST MANAGEMENT PRACTICE HANDBOOK.
5. SITE DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES.
6. NO SITE CLEARING OR GRADING SHALL BEGIN UNTIL ALL PERIMETER EROSION AND SEDIMENT CONTROL MEASURES HAVE BEEN INSTALLED.
7. GENERAL CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCE THAT APPLY.
8. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON SITE INSPECTION.
9. GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO TAKE WHATEVER MEANS NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION ON ANY EXPOSED AREAS WHEN THE PROJECT IS COMPLETE.

CITY OF CALIPATRIA PUBLIC WORK DEPARTMENT'S STOCKYARD LOCATION TO BE USED AS STAGING AREA
NOT TO SCALE

PERMIT NUMBER 11
CO IMP RTE 115 PM 34.765
AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES

STATE REPRESENTATIVE DATE

DIST	COUNTY	ROUTE	MILE POST TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
11	IMPERIAL	115	PM 34.765	6	7

JAMES O. "JACK" HOLT
CONSULTING CITY ENGINEER
REGISTERED CIVIL ENGINEER, 31773
08/09/2024
DATE

REGISTERED PROFESSIONAL ENGINEER JAMES O. HOLT No. 31773 Exp. 12-31-24 CIVIL STATE OF CALIFORNIA

PLANS APPROVAL DATE

CITY OF CALIPATRIA
125 NORTH PARK AVE
CALIPATRIA, CA 92233

THE HOLT GROUP, INC.
1601 NORTH IMPERIAL AVENUE
EL CENTRO, CA 92243

REVISED BY | DATE REVISED | DATE
CALCULATED/ DESIGNED BY | CHECKED BY
PROJECT ENGINEER
THE HOLT GROUP, INC.

CITY OF CALIPATRIA | THG PROJECT NO. 142.322 | DATE PLOTTED=> 08/09/2024 TIME PLOTTED=> 03:50 PM | LAST REVISION

WATER POLLUTION CONTROL PLAN

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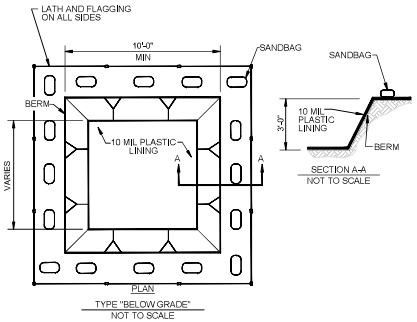
Caltrans Permits Received 08-09-24

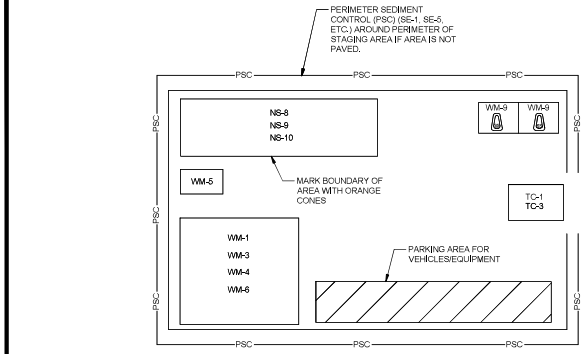
APPROVED
By William O. Vivar at 4:46 pm, Nov 07, 2024

11-24-N-MC-1251



NOTE:
CONTRACTOR SHALL USE A TEMPORARY WASHOUT AREA AT AREAS WHERE A PERMANENT CONCRETE WASHOUT IS NOT ALLOWED.

CONCRETE WASHOUT AREA - DETAIL A



TYPICAL STAGING AREA LAYOUT

NOTES:
1. CONTRACTOR SHALL ADJUST THE LAYOUT OF STAGING AREA BASED ON PROJECT SITE CONDITIONS AS NECESSARY.
2. CONTRACTOR SHALL IMPLEMENT PERIMETER SEDIMENT CONTROL FOR STAGING AREA BASED ON PROJECT SITE CONDITIONS UPON THE APPROVAL OF THE RESIDENT ENGINEER.

LEGEND

SE-1	SILT FENCE
SE-5	FIBER ROLLS
NS-8	VEHICLE AND EQUIPMENT CLEANING
NS-9	VEHICLE AND EQUIPMENT FUELING
NS-10	VEHICLE AND EQUIPMENT MAINTENANCE
WM-1	MATERIAL DELIVERY AND STORAGE
WM-3	STOCKPILE MANAGEMENT
WM-4	SPILL PREVENTION AND CONTROL
WM-5	SOLID WASTE MANAGEMENT
WM-6	HAZARDOUS WASTE MANAGEMENT
WM-9	SANITARY/SEPTIC WASTE MANAGEMENT
TC-1	STABILIZED CONSTRUCTION ENTRANCE/EXIT
TC-3	TEMPORARY ENTRANCE/OUTLET TIRE WASH
WE-1	WIND EROSION CONTROL (TO BE IMPLEMENTED FOR UNPAVED/NATIVE AREAS STOCKPILE MANAGEMENT)

TYPICAL STAGING AREA - DETAIL B
NOT TO SCALE

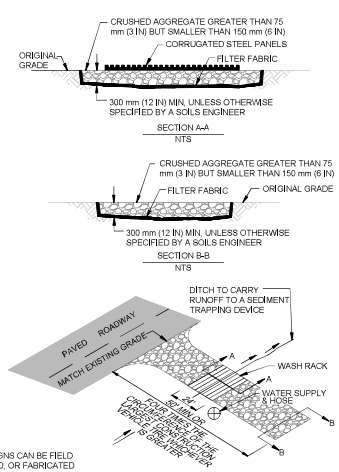
PERMIT NUMBER 11
CO /MP RTE 115 PM 34.765
AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES

STATE REPRESENTATIVE — DATE

DIST	COUNTY	ROUTE	MILE POST TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
11	IMPERIAL	115	PM 34.765	7	7

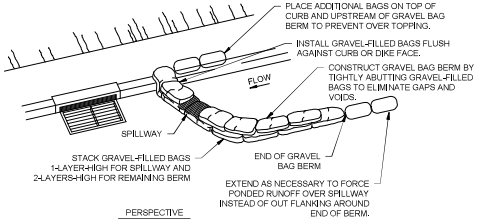
JAMES G. "JACK" HOLT — 08/09/2024
CONSULTING CITY ENGINEER — DATE
REGISTERED CIVIL ENGINEER, 31773
PLANS APPROVAL DATE
CITY OF CALIPATRIA
125 NORTH PARK AVE
CALIPATRIA, CA 92233
THE HOLT GROUP, INC.
1601 NORTH IMPERIAL AVENUE
EL CENTRO, CA 92243

REGISTERED PROFESSIONAL ENGINEER — JAMES G. HOLT — No. 31773 — Exp. 12-31-24 — CIVIL — STATE OF CALIFORNIA



NOTE:
MANY DESIGNS CAN BE FIELD FABRICATED, OR FABRICATED UNITS MAY BE USED AS LONG AS DESIGN IS ADEQUATE FOR FULL LENGTH CONSTRUCTION TRUCK VEHICLES.

CONSTRUCTION ENTRANCE - DETAIL C
NOT TO SCALE



TEMPORARY DRAINAGE
INLET PROTECTION (TYPE 3A)
(GRAVEL BAG BERM)

GRAVEL BAG BERM (TYPE 3A) SPACING TABLE

SLOPE OF ROADWAY (PERCENT)	1 to 3.9	4 to 5.9	6 to 7.9	8 to 10	10+
INTERVAL BETWEEN BERM	100'	75'	50'	25'	12'

For slope of less than 1%, install barriers only if erosion/sediment is prevalent

GRAVEL BAG DETAIL - DETAIL D
NOT TO SCALE

WATER POLLUTION CONTROL DETAILS

REVISED BY | DATE REVISED | DATE | CALCULATED/ DESIGNED BY | CHECKED BY | PROJECT ENGINEER | THE HOLT GROUP, INC.

CITY OF CALIPATRIA | THG PROJECT NO. 142.322 | DATE PLOTTED=> 08-08-2024 TIME PLOTTED=> 03:50 PM | LAST REVISION

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

CERTIFICATION OF COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

TR-0405 (REV 03/2015)

Permit No.
Dist/Co/Rte/PM
11/IMPERIAL/SR115/34.765

Encroachment permit projects that create, alter, or affect pedestrian facilities are required to be designed and constructed in accordance with the policies and standards in the current Design Information Bulletin 82 (DIB 82). Certification of compliance must be submitted by the permittee or permittee's authorized representative prior to the issuance of an encroachment permit or rider AND after construction is completed. DIB 82 can be found at:
http://www.dot.ca.gov/hq/oppd/dib/dibprg.htm
A separate TR-0405 form must be used for the Design and Post Construction Certifications. A California Licensed Professional Engineer, Licensed Architect or Licensed Landscape Architect's Stamp* is required except when (1) an authorized utility company representative or (2) an authorized Caltrans representative signs the form (at the discretion of the District Permit Engineer).

Design Certification (prior to issuance of encroachment permit)

☒ I JAMES G. "JACK" HOLT a California Licensed Professional Engineer, Licensed Architect or Licensed Landscape Architect, do hereby certify that:

☐ I _____ an authorized Caltrans representative, do hereby certify that:

☐ I _____ an authorized representative of _____ (utility company only) do certify that:

☒ This project has been designed in accordance with DIB 82.

☐ An approved Exception to Accessibility Design Standards is attached.

SIGNATURE	TITLE	DATE
James G. Holt	CONSULTING CITY ENGINEER	08/26/2024

Post Construction Certification

☐ I _____ a California Licensed Professional Engineer, Licensed Architect or Licensed Landscape Architect, do hereby certify that:

☐ I _____ an authorized Caltrans representative, do hereby certify that:

☐ I _____ an authorized representative of _____ (utility company only) do certify that:

☐ This project has been constructed in accordance with DIB 82.

☐ An approved Exception to Accessibility Design Standards is attached.

SIGNATURE	TITLE	DATE

CA. LICENSED PROFESSIONAL ENGINEER, LICENSED ARCHITECT OR LICENSED LANDSCAPE ARCHITECT'S STAMP

I attest to the technical information contained herein and have judged the qualifications of all technical specialists providing engineering data upon which recommendations, conclusions, and decisions were based.

*A Licensed Architect or Licensed Landscape Architect may prepare this document and sign and seal it in lieu of a Registered Civil Engineer, provided the same Licensed Architect or Licensed Landscape Architect designed the on-site improvements. Use the seal of the appropriate licensed person in responsible charge.

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.

APPROVED
By William O. Vivar at 4:48 pm, Nov 07, 2024

WATER POLLUTION CONTROL PROGRAM (WPCP)

For

142.332 Calipatria - South Brown Improvements

Caltrans Encroachment Permit Number for Local Agency / Private Entity:

Caltrans Encroachment Permit Number for Contractor:

Prepared for:

City of Calipatria - Public Works

501 South Sorensen Ave

Calipatria, CA 92233

Calipatria, CA 92233

Submitted by:

,

Project Site Address:

South Brown Ave and Main Street (SR115)

Contractor's Water Pollution Control (WPC) Manager:

Alternate WPC Manager:

WPCP Prepared by:

The Holt Group

1601 N Imperial Avenue

El Centro, CA 92243

(760) 337-3883

Jack Holt Principal Engineer

WPCP Preparation Date:

06/26/24

Less than 1 acre of soil disturbance.

Caltrans Permits Received 08-09-24 11-24-N-MC-1251

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WPCP Appendices

Appendix A DOT CEM-2008SW SWPPP/WPCP Amendment Certification and Authorization

Appendix B DOT CEM-2009SW SWPPP/WPCP Amendment Log

Appendix C DOT CEM-2023SW Stormwater Training Record

Appendix D DOT CEM-2024SW Stormwater Training Log

Appendix E DOT CEM-2030SW Stormwater Site Inspection Report

Appendix F CEM-2031T Daily Stormwater Site Inspection Report - Lake Tahoe Hydrologic Unit

Appendix G DOT CEM-2035SW Stormwater Corrective Actions Summary or CEM-2035T Stormwater Corrective Actions Summary - Lake Tahoe Hydrologic Unit

Appendix H DOT CEM-2061SW Notice Of Discharge Report or CEM-2061T Notice Of Discharge Report - Lake Tahoe Hydrologic Unit

SECTION 10
WPCP Certification and Acceptance

10.1 Contractor's Certification and Acceptance by the Resident Engineer

WPCP PREPARER CERTIFICATION OF WPCP

I certify that I have the qualifications and certifications specified for a Qualified SWPPP Developer (QSD) or Qualified SWPPP Practitioner (QSP) as shown in the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, Order No. 2022-0057-DWQ, NPDES No.CAS000002

I certify that this WPCP meets the requirements set forth in the contract special provisions, Caltrans Standard Specifications, and the Caltrans SWPPP/WPCP Preparation Manual.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. I understand that my electronic signature is the legal equivalent of my handwritten signature.

James G. Holt WPCP Preparer Signature	06/26/2024 Date
Jack Holt WPCP Preparer Name	(760) 337-3883 Telephone Number
Principal Engineer WPCP Preparer Title	20198 QSD or QSP Certification Number

CONTRACTOR'S CERTIFICATION OF WPCP

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. I understand that my electronic signature is the legal equivalent of my handwritten signature.

Contractor's Signature	Date
Contractor's Name	Telephone Number
Contractor's Title	

For Use by Local Agency / Private Entity Only

LOCAL AGENCY / PRIVATE ENTITY RESIDENT ENGINEER'S AUTHORIZATION OF WPCP

I certify under a penalty of law that this document and all attachments were reviewed under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted, to the best of my knowledge and belief is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

This WPCP is authorized based on a review performed by myself or personnel acting under my direction that determined that the WPCP meets the requirements set forth in the contract special provisions, Caltrans Standard Specifications, and the Caltrans SWPPP/WPCP Preparation Manual.

Resident Engineer's Signature	Resident Engineer's Authorization Date
Resident Engineer's Name	Telephone Number

For Use by Caltrans Only

CALTRANS OVERSIGHT ENGINEER'S CONCURENCE OF WPCP

I, and/or personnel acting under my direction and supervision, have reviewed this WPCP and concur with the Resident Engineer's findings that it meets the requirements set forth in the contract special provisions, Caltrans Standard Specifications, and the Caltrans SWPPP/WPCP Preparation Manual.

	TBD
Caltrans Oversight Engineer's Signature	Date of WPCP Concurrence
Caltrans Oversight Engineer's Name	Telephone Number

10.2 Amendments

The WPCP shall be amended whenever there is a change in construction or operations that may cause the discharge of pollutants to surface waters, ground waters, municipal storm drain systems, or when deemed necessary by the Resident Engineer. The WPCP must be amended when:

- Changes in work activities could affect the discharge of pollutants;
- WPC practices are added by contract change order;

- WPC practices are added at the contractor's discretion;
- Changes in the quantity of disturbed soil are substantial;
- Objectives for reducing or eliminating pollutants in stormwater discharges have not been achieved; and
- Project receives a written notice or order from the RWQCB or any other regulatory agency.

Amendments to the WPCP shall include revised Water Pollution Control Drawing sheets, as appropriate. WPCP amendments shall be certified by the contractor and require acceptance by Caltrans or Local Agency / Private Entity Resident Engineer. For encroachment permit projects, Caltrans Oversight Engineer concurrence is required. Documentation of WPCP amendment certification, authorization and Caltrans Oversight Engineer concurrence, if required will be documented using DOT CEM-2008SW SWPPP/WPCP Amendment Certification and Authorization form in Appendix A.

All WPCP amendments shall be documented on DOT CEM-2009SW SWPPP/WPCP Amendments Log which includes:

- Amendment number;
- Amendment date;
- Brief description of the amendment;
- Name of individual requesting amendment; and
- Amendment authorization.

Authorized amendments with an updated amendment log shall be attached to the contractor's onsite WPCP in Appendix B.

SECTION 20
Project and Contractor Information

20.1 Project Description

South Brown Avenue Improvement Between Main Street and Alamo Street

Existing South Brown Avenue is approximately 30 feet wide and 320 feet long between Main Street and Alamo Street. The proposed roadway section will consist of 4 inches of asphalt rubber hot mix (ARHM) over 12 inches of Class 2 Base. The proposed roadway width will be 52 feet from face of curb to face of curb. Concrete curb and gutter, storm drains/catch basins and pipeline will be constructed to transmit the storm runoff to the existing storm drainage facility. Concrete sidewalks will be constructed along both sides of the roadway. ADA-accessible curb ramps, cross-gutter, residential driveways, and alley entrances will also be constructed. A portion of the roadway improvements along Main Street will be constructed within Caltrans Right-of-Way.

20.2 Unique Site Features

See Section 20.1

20.3 Contact Information for Responsible Parties

Resident Engineer

Name:	
Title:	**Resident Engineer**
Company:	**City of Calipatria - Public Works**
Address:	**501 South Sorensen Ave** **Calipatria, CA 92233** **Calipatria, CA 92233**
Phone Number:	
Emergency Phone Number (24/7):	**TBD**
Email address:	**TBD**

Contractor

Name:

Title:

Company:

Address:

,

Phone Number:

Emergency Phone Number (24/7): **TBD**

Email address: **TBD**

Contractor Site Manager

Name: **TBD**

Title: **TBD**

Company: **TBD**

Address: **TBD**

TBD

TBD, TBD TBD

Phone Number: **TBD**

Emergency Phone Number (24/7): **TBD**

Email address: **TBD**

Water Pollution Control Manager (WPC Manager)

Name:

Title: **TBD**

Company: **TBD**

Address: **TBD**

TBD

TBD, TBD TBD

Phone Number:

Emergency Phone Number (24/7): **TBD**

Email address: **TBD**

QSD or QSP Certification Number: **TBD**

Alternate WPC Manager

Name:

Title: **TBD**

Company: **TBD**

Address: **TBD**

TBD

TBD, TBD TBD

Phone Number:

Emergency Phone Number (24/7): **TBD**

Email address: **TBD**

QSD or QSP Certification Number: **TBD**

Any additional staff that will be assisting the WPC Manager with stormwater compliance:

20.4 Training

Jack Holt, the WPCP Preparer is a person who at a minimum meets the Qualified SWPPP Practioner (QSP) registration or certification requirement of Section 13-1.01D(4)(b) Qualifications of the Caltrans Standard Specifications based on:

- California Construction General Permit - QSD and QSP Cert# 20198

The WPCP Preparer has received the following training:

- 3 Day Course Provided by RBF Consulting, July 2011
- Certificational Renewal Review, May 2023
- Certificational Renewal Review, May 2021
- Certificational Renewal Review, May 2019

The WPCP Preparer has the following development experience:

- Jack Holt has extensive experience designing stormwater drainage systems, as well as overseeing the implementation of BMP during construction activities. Jack Holt has designed various municipal infrastructure

improvement projects.

- Calipatria East Side Storm Drain including WPCP (Permit No. 11-24-N-UJ-0478) April 2024
- County of Imperial – Niland Waste Water Treatment Plant and Collections Systems Improvements including SWPPP and WPCP (Permit No. 11-24-6-US-0475) April 2024
- County of Imperial – Seeley Fire Station and Cooling Center including SWPPP December 2022

, the WPC Manager for this project, meets the Qualified SWPPP Practioner (QSP) registration or certification requirement of Caltrans Standard Specifications 13-1.01D(4)(b) Qualifications based on:

- TBD

The WPC Manager has received the following training:

- TBD

The WPC Manager has the following WPCP development and implementation experience:

- TBD

, the Alternate WPC Manager will be available as a substitute to the WPC Manager to ensure that: required BMPs are implemented; non-stormwater and stormwater visual observations and sampling and analysis are performed; BMP maintenance is completed; and weekly training is provided.

The Alternate WPC Manager is a person who at a minimum meets the Qualified SWPPP Practioner (QSP) registration or certification requirement of Section 13-1.01D(4)(b) Qualifications of the Caltrans Standard Specifications based on:

- TBD

The Alternate WPC Manager has received the following training:

- TBD

The Alternate WPC Manager has the following WPC implementation experience:

- TBD

Contractor or subcontractor employees responsible for water pollution control best management practices (BMPs) installation, maintenance and repair have received the following training:

- TBD

Contractor and subcontractor employees shall be trained prior to working on the site in the following subjects:

- water pollution control rules and regulations.
- implementation and maintenance for:
    - temporary soil stabilization

  - temporary sediment control
  - tracking control
  - wind erosion control
  - material pollution prevention control
  - waste management
  - non-storm water management
- identifying and handling hazardous substances
- potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substances

TBD, TBD, will be responsible for providing:

Informal employee training shall include tailgate site meetings to be conducted weekly and address the following topics:

- water pollution control best management practices (BMPs) deficiencies and corrective actions
- BMPs that are required for work activities during the week
- spill prevention and control
- material delivery, storage, use, and disposal
- waste management
- non-stormwater management

A summary of formal and informal training of various personnel is shown in Attachment D. A copy of all training certificate(s) for the WPCP Preparer, the WPC Manager, and the Alternate WPC Manager are included in Attachment D.

Stormwater training for project personnel shall be documented on form DOT CEM-2023SW Stormwater Training shown in Appendix C. For each training occurance, both a training record and an updated training log, form DOT CEM-2024SW Stormwater Training Log, shown in Appendix D, must be completed. A copy of the training log, training record and copies of all training certificates for project personnel will be kept in WPCP file category 20.23 Contractor Personnel Training Documentation. An updated training log and documentation of new training shall be submitted to the RE within 5 days of training.

SECTION 30
Pollution Sources and Control Measures

30.1 Pollutant Sources

30.1.1 Inventory of Materials and Activities that May Pollute Stormwater

The following is a list of construction materials that will be used and activities that will be performed that will have the potential to contribute pollutants, other than sediment, to stormwater runoff:

- vehicle fluids, including oil, grease, petroleum, and coolants
- joint and curing compounds
- BMP materials

The following is a list of construction activities that have the potential to contribute sediment to stormwater discharges:

- clearing and grubbing operations
- grading operations
- pipeline trenching operations

30.1.2 Potential Pollutants from Site Features or Known Contaminants

Existing site features that, as a result of past usage, may contribute pollutants to stormwater (e.g., toxic materials that are known to have been treated, stored, disposed, spilled, or leaked onto the construction site) include:

- None

The following contaminants are known to exist at the project site locations:

- None

30.2 Soil Stabilization (Erosion Control) and Sediment Control

30.2.1 Soil Stabilization BMPs

The following soil stabilization BMP implementation table indicates the BMPs that shall be implemented to control erosion during the duration of the project. Implementation and locations of temporary soil stabilization BMPs are shown on the WPCDs in Attachment A, the WPC Schedule in Attachment B and as described in this section. Any additional BMP detail drawing necessary to convey site specific BMP configurations can also be found in Attachment A of this WPCP. The following list of BMPs and narrative explain how the selected BMPs will be incorporated into the project.

TEMPORARY SOIL STABILIZATION BMPs

CONSTRUCTION BMP ID NO.(1	BMP NAME	CONTRACT MIN REQUIRE-MENT(2)	CONTRACT BID ITEM	BMP USED		IF A CONTRACT MINIMUM REQUIREMENT BUT NOT USED, STATE REASON
				Yes	No	
SS-1	Scheduling	☑	☐	◉	○	
SS-2	Preservation of Property/ Preservation of Existing Vegetation	☑	☐	◉	○	
SS-3 Bonded	Temporary Hydraulic Mulch (Bonded Stabilized Fiber Matrix)	☐	☐	○	◉	
SS-3 Polymer	Temporary Hydraulic Mulch (Polymer Stabilized Fiber Matrix)	☐	☐	○	◉	
SS-4	Temporary Erosion Control (With Temporary Seeding)	☐	☐	○	◉	
SS-5	Temporary Soil Stabilizer	☐	☐	○	◉	
SS-6	Temporary Erosion Control (Straw Mulch with Stabilizing Emulsion)	☐	☐	○	◉	
SS-7 Slope	Temporary Erosion Control Blanket (On Slope)	☐	☐	○	◉	
SS-7 Swale	Temporary Erosion Control Blanket (In swale or ditch)	☐	☐	○	◉	
SS-7 Geotextile	Temporary Cover (Geotextiles and Mats)	☐	☐	○	◉	
SS-8	Temporary Mulch (Wood)	☐	☐	○	◉	
SS-9	Earth Dikes / Drainage Swales & Lined Swales	☐	☐	○	◉	
SS-10	Outlet Protection / Velocity Dissipation Devices	☐	☐	○	◉	

SS-11	Slope Drains	☐	☐	○	◉	
SS-12	Streambank Stabilization	☐	☐	○	◉	
ALTERNATIVE TEMPORARY SOIL STABILIZATION BMPs USED (3) ○ Yes ◉ No						

Notes:
(1) The BMP designations (SS-1, SC-3, etc.) are solely for maintaining continuity with existing Caltrans documents and are not provided to imply that the Construction Site Best Management Practices (BMPs) Reference Manual is a required contract document.
(2) Minimum requirements are based on the required contract plans and specifications. Not all minimum requirements may be applicable to every project. Applicability to a specific project shall be determined by the WPCP Preparer or WPC Manager.
(3) Use of alternative BMPs will require written approval by the Resident Engineer

30.2.2 Sediment Control BMPs

The following sediment control BMP implementation table indicates the BMPs that shall be implemented to control sediment during the duration of the project. Implementation and locations of temporary sediment control BMPs are shown on the WPCDs in Attachment A, the WPC Schedule in Attachment B and as described in this section. Perimeter sediment controls will be installed just prior to soil disturbing operations. Any additional BMP detail drawings necessary to convey site specific BMP configurations can also be found in Attachment A of this WPCP. The following list of BMPs and narrative explain how the selected BMPs will be incorporated into the project.

TEMPORARY SEDIMENT CONTROL BMPs

CONSTRUCTION BMP ID NO.(1	BMP NAME	CONTRACT MIN REQUIRE-MENT(2)	CONTRACT BID ITEM	BMP USED		IF A CONTRACT MINIMUM REQUIREMENT BUT NOT USED, STATE REASON
				Yes	No	
SC-1	Temporary/Reinforced Silt Fence	☑	☐	○	◉	Not required for the proposed improvements
SC-2	Temporary Sediment Basin	☐	☐	○	◉	Not required for the proposed improvements
SC-3	Sediment Trap/Curb Cutback	☐	☐	○	◉	Not required for the proposed improvements
SC-4	Temporary Check Dam	☐	☐	○	◉	Not required for the proposed improvements
SC-5	Temporary Fiber Rolls	☑	☐	◉	○	
SC-6	Temporary Gravel Bag Berm	☐	☑	◉	◉	

SC-7	Street Sweeping	☑	☐	◉	○	
SC-8	Temporary Sandbag Barrier	☐	☐	○	◉	
SC-9	Temporary Straw Bale Barrier	☐	☐	○	◉	
SC-10	Temporary Drain Inlet Protection	☑	☐	◉	○	
SC-11	Compost Sock	☐	☐	○	◉	
SC-12	Flexible Sediment Barrier	☐	☐	○	◉	
ALTERNATIVE SEDIMENT CONTROL BMPs USED (3) ○ Yes ◉ No						

Notes:
(1) The BMP designations (SS-1, SC-3, etc.) are solely for maintaining continuity with existing Caltrans documents and are not provided to imply that the Construction Site Best Management Practices (BMPs) Reference Manual is a required contract document.
(2) Minimum requirements are based on the required contract plans and specifications. Not all minimum requirements may be applicable to every project. Applicability to a specific project shall be determined by the WPCP Preparer or WPC Manager.
(3) Use of alternative BMPs will require written approval by the Resident Engineer

30.2.3 Tracking Control BMPs

The following tracking control BMP implementation table indicates the BMPs that shall be implemented to reduce sediment tracking from the construction site, its paved areas or onto private or public roads during the duration of the project. Implementation and locations of tracking control BMPs are shown on the WPCDs in Attachment A and described in this section. Any additional BMP detail drawings necessary to convey site specific BMP configurations can also be found in Attachment A of this WPCP. The following list of BMPs and narrative explain how the selected BMPs will be incorporated into the project.

TEMPORARY TRACKING CONTROL BMPs						
CONSTRUCTION BMP ID NO.(1	**BMP NAME**	**CONTRACT MIN REQUIRE-MENT(2)**	**CONTRACT BID ITEM**	**BMP USED**		**IF A CONTRACT MINIMUM REQUIREMENT BUT NOT USED, STATE REASON**
				Yes	No	
SC-7	Street Sweeping	☑	☐	◉	○	
TC-1	Temporary Construction Entrance	☐	☐	○	◉	

TC-2	Stabilization Construction Roadway	☐	☐	○	◉	
TC-3	Temporary Entrance / Outlet Tire Wash	☐	☐	○	◉	
ALTERNATIVE TRACKING CONTROL BMPs USED(3) ○ Yes ◉ No						

Notes:
(1) The BMP designations (SS-1, SC-3, etc.) are solely for maintaining continuity with existing Caltrans documents and are not provided to imply that the Construction Site Best Management Practices (BMPs) Reference Manual is a required contract document.
(2) Minimum requirements are based on the required contract plans and specifications. Not all minimum requirements may be applicable to every project. Applicability to a specific project shall be determined by the WPCP Preparer or WPC Manager.
(3) Use of alternative BMPs will require written approval by the Resident Engineer

30.2.4 Wind Erosion Control BMPs

The following wind erosion control BMP implementation table indicates the BMPs that shall be implemented to control wind erosion during the duration of the project. Implementation and locations of wind erosion control BMPs are shown on the WPCDs in Attachment A and/or described in this section. The following list of BMPs and narrative explain how the selected BMPs shall be incorporated into the project.

TEMPORARY WIND EROSION CONTROL BMPs

CONSTRUCTION BMP ID NO.(1	BMP NAME	CONTRACT MIN REQUIRE-MENT(2)	CONTRACT BID ITEM	BMP USED		IF A CONTRACT MINIMUM REQUIREMENT BUT NOT USED, STATE REASON
				Yes	No	
WE-1	Wind Erosion Control	☑	☐	◉	○	
TC-1	Temporary Construction Entrance	☐	☐	○	◉	
TC-2	Stabilization Construction Roadway	☐	☐	○	◉	
---	All Soil Stabilization Measures included in Section 30.2.1	☐	☐	○	◉	
ALTERNATIVE WIND EROSION CONTROL BMPs USED (3) ○ Yes ◉ No						

Notes:
(1) The BMP designations (SS-1, SC-3, etc.) are solely for maintaining continuity with existing Caltrans documents and are not provided to imply that the Construction Site Best Management Practices (BMPs) Reference Manual is a required contract document.
(2) Not all minimum requirements may be applicable to every project. Applicability to a specific project shall be determined by the contractor and approved by the Resident Engineer.
(3) Use of Alternative BMPs will require written approval by the Resident Engineer.

30.3 Construction Site Management

30.3.1 Non-Stormwater Management BMPs

The following BMP implementation table indicates the BMPs that have been selected to control non-stormwater pollution during the duration of the project. Implementation and locations of non-stormwater control BMPs are shown on the WPCDs in Attachment A and described in this section. Any additional BMP detail drawings necessary to convey site specific BMP configurations can also be found in Attachment A of this WPCP.

Construction Site Management Non-Stormwater Pollution Control BMPs

CONSTRUCTION BMP ID NO.(1	BMP NAME	CONTRACT MIN REQUIRE-MENT(2)	CONTRACT BID ITEM	BMP USED		IF A CONTRACT MINIMUM REQUIREMENT BUT NOT USED, STATE REASON
				Yes	No	
NS-1	Water Control and Conservation	☐	☐	◉	○	
NS-2	Dewatering (3)	☐	☐	○	◉	
NS-3	Paving, Sealing, Sawcutting, and Grinding Operations	☐	☐	○	◉	
NS-4	Temp Stream Crossing (3)	☐	☐	○	◉	
NS-5	Clear Water Diversion (3)	☐	☐	○	◉	
NS-6	Illegal Connection and Illicit Discharge	☑	☐	◉	○	
NS-7	Potable Water / Irrigation	☐	☐	○	◉	
NS-8	Vehicle and Equipment Cleaning	☑	☐	◉	○	

NS-9	Vehicle and Equipment Fueling	☑	☐	◉	○	
NS-10	Vehicle and Equipment Maintenance	☑	☐	◉	○	
NS-11	Pile Driving Operations	☐	☐	○	◉	
NS-12	Concrete Curing	☐	☐	◉	○	
NS-13	Material and Equipment Used Over Water	☐	☐	○	◉	
NS-14	Concrete Finishing	☐	☐	◉	○	
NS-15	Structure Demolition / Removal Over or Adjacent to Water	☐	☐	○	◉	
ALTERNATIVE NON-STORMWATER POLLUTION CONTROL BMPs USED (4) ○ Yes ◉ No						

Notes:
(1) The BMP designations (SS-1, SC-3, etc.) are solely for maintaining continuity with existing Caltrans documents and are not provided to imply that the Construction Site Best Management Practices (BMPs) Reference Manual is a required contract document.
(2) Not all minimum requirements may be applicable to every project. Applicability to a specific project shall be determined by the contractor and approved by the Resident Engineer.
(3) The BMPs listed above are incidental and do not include operations included as separated line items in the contract.
(4) Use of alternative BMPs will require written approval by the Resident Engineer

30.3.2 Waste Management and Materials Pollution Control BMPs

The following BMP implementation table indicates the BMPs that have been selected to control pollutants from construction site wastes and materialsduring the duration of the project. Implementation and locations of materials handling and waste management BMPs are shown on the WPCDs in Attachment A. Any additional BMP detail drawings necessary to convey site specific BMP configurations can also be found in Attachment A of this WPCP. The following list of BMPs and narrative explain how the selected BMPs will be incorporated into the project.

Construction Site Management Waste Management and Materials Pollution Control BMPs						
CONSTRUCTION BMP ID NO.(1	**BMP NAME**	**CONTRACT MIN REQUIRE-MENT (2)**	**CONTRACT BID ITEM**	**BMP USED**		**IF A CONTRACT MINIMUM REQUIREMENT BUT NOT USED, STATE REASON**
				Yes	No	
WM-1	Material Delivery and Storage	☑	☐	◉	○	

WM-2	Material Use	☑	☐	◉	○	
WM-3	Stockpile Management	☑	☐	◉	○	
WM-4	Spill Prevention and Control	☑	☐	◉	○	
WM-5	Solid Waste Management	☐	☐	○	◉	
WM-6	Hazard Waste Management (3)	☐	☐	○	◉	
WM-7	Contaminated Soil Management (3)	☐	☐	○	◉	
WM-8 managed	Concrete Waste Management	☐	☐	○	◉	
WM-8 temporary	Temporary Concrete Washout Facility	☐	☐	○	◉	
WM-8 portable	Temporary Concrete Washout (Portable)	☐	☐	○	◉	
WM-9	Sanitary/Septic Waste Management	☐	☐	○	◉	
WM-10	Liquid Waste Maintenance	☐	☐	○	◉	
ALTERNATIVE WASTE MANAGEMENT AND MATERIALS POLLUTION CONTROL BMPs USED (4) ○ Yes ◉ No						

Notes:
(1) The BMP designations (SS-1, SC-3, etc.) are solely for maintaining continuity with existing Caltrans documents and are not provided to imply that the Construction Site Best Management Practices (BMPs) Reference Manual is a required contract document.
(2) Not all minimum requirements may be applicable to every project. Applicability to a specific project shall be verified by the contractor and approved by the Resident Engineer.
(3) The BMPs listed above are incidental and do not include operations included as separated line items in the contract.
(4) Use of alternative BMPs will require written approval by the Resident Engineer.

30.4 Water Pollution Control Drawings (WPCDs)

The Water Pollution Control Drawings (WPCDs) show the necessary BMPs by project phase/stage for the project to be in compliance with water pollution control requirements. The WPCDs provide field staff with the information on where to install BMPs so that they are effective. The WPCDs and Water Pollution Control Schedule provide the necessary tools for a contractor to plan and implement BMPs to meet the requirements of the project WPCP.

The WPCD cover sheet(s) shall include a listing of the BMPs that will be used along with the associated BMP symbols used on the WPCDs.

WPCDs are provided for all areas that are directly related to the construction activity, including but not limited to staging areas, storage yards, material borrow areas and storage areas, access roads, etc., whether or not they reside within the Caltrans rights-of-way.

The WPCDs shall show the construction project site in detail, including:

- construction site perimeter;
- geographic features within or immediately adjacent to the site, including surface waters such as lakes, streams, springs, wetlands, estuaries, ponds, and the ocean;
- site topography before and after construction, including roads, paved areas, buildings, slopes, drainage facilities, and areas of known or suspected contamination; and
- permanent (post-construction) BMPs.

The WPCDs shall show the following site information:

- discharge points from the project to offsite storm drain systems or receiving waters;
- tributary areas and drainage patterns across the project area (show using flow arrows) into each onsite stormwater inlet or receiving water;
- tributary areas and drainage patterns to each onsite stormwater inlet, receiving water or discharge point;
- offsite tributary drainage areas that generate run-on to the project;
- temporary onsite drainage(s) to carry concentrated flows;
- drainage patterns and slopes anticipated after major grading activities are completed;
- outline of all areas of existing vegetation, soil cover, or native vegetation that will remain undisturbed during the project;
- outline of all areas of planned soil disturbance (disturbed soil areas, DSAs);
- known location(s) of contaminated or hazardous soils; and
- any potential non-stormwater discharges and activities, such as dewatering operations, concrete saw-cutting or coring, pressure washing, waterline flushing, diversions, cofferdams, and vehicle and equipment cleaning. If operations can’t be located on the WPCDs, a narrative description is provided.

The WPCDs show proposed locations of all construction site BMPs. Additional detail drawings are provided if necessary to convey site-specific BMP configurations. The WPCDs shall show construction site BMPs including the following:

- temporary soil stabilization and temporary sediment control BMPs that will be used during construction. Any temporary onsite drainage(s) to carry concentrated flows, BMPs implemented to divert offsite drainage around or through the construction site, and BMPs that protect stormwater inlets;
- construction entrances used for site ingress and egress entrance and exit points and any proposed temporary construction roads;
- BMPs to mitigate or eliminate non-stormwater discharges;
- BMPs for waste management and materials pollution control, including, but not limited to storage of soil or waste; construction material loading, unloading, storage and access areas; and areas designated for waste handling and disposal; and
- BMPs for vehicle and equipment storage, fueling, maintenance, and cleaning.

The WPCDs are included as Attachment A to this WPCP.

30.5 Water Pollution Control Schedule

The Water Pollution Control Schedule (WPCS) is the component of the project WPCP that shows the timeline for when BMPs will be installed so that the project is in compliance with water pollution control requirements. The WPCS provides field staff with the information necessary to plan for adequate materials and crews to install BMPs at the right time so that they are effective. The Water Pollution Control Schedule and Water Pollution Control Drawings provide the necessary tools for a contractor to plan and implement BMPs to meet the requirements of the project WPCP.

The WPCS shall contain an adequate level of detail to show major activities sequenced with implementation of construction site BMPs, including:

- project start and finish dates, including each stage of the project
- WPCP review and acceptance
- mobilization dates
- mass clearing and grubbing/roadside clearing dates
- major grading/excavation dates
- dates named in other permits such as Fish and Game and Army Corps of Engineers Permits

The WPCS shall show implementation dates by location for deployment of:

- temporary soil stabilization BMPs when DSA areas become inactive
- temporary sediment control BMPs
- wind erosion control BMPs
- tracking control BMPs
- non-stormwater BMPs

- waste management and materials pollution control BMPs

The WPCS shall include:

- paving, saw-cutting, and any other pavement related operations
- major planned stockpiling operations
- dates for other significant long-term operations or activities that may cause non-stormwater discharges such as dewatering, grinding, etc.
- final stabilization activities for each disturbed soil area of the project

The WPCS when updated shall be filed in WPCP File Category 20.03 Water Pollution Control Schedule Updates.

The WPCS is included as Attachment B to this WPCP.

SECTION 40
WPCP Implementation

40.1 Water Pollution Control Manager Responsibilities

The Water Pollution Control Manager (WPC Manager) shall have primary responsibility and authority to implement the WPCP. The WPC Manager is reponsible for WPCP implementation and amending the WPCP when any of the conditions specified in Section 10 are met. The Contractor has assigned authority to the WPC Manager to mobilize crews and subcontractors as necessary for WPCP compliance. The WPC Manager will be available at all times throughout duration of the project.

Duties of the contractor's WPC Manager include but are not limited to:

- ensuring compliance with the WPCP
- implementing all elements of the WPCP and contract specifications , including but not limited to implementing:
    - prompt and effective erosion and sediment control measures
    - non-stormwater management, and materials and waste management activities such as: monitoring discharges (dewatering, diversion devices); general site clean-up; vehicle and equipment cleaning, fueling and maintenance; spill control; ensuring that no materials other than stormwater are discharged which would have an adverse effect on receiving waters or storm drain systems, etc.
- overseeing and ensuring that the following site inspections and visual monitoring is conducted:
    - daily required BMP inspections
    - weekly routine stormwater site BMP inspections
    - pre-storm inspections for forecasted storm events
    - daily inspections during forecasted storm events
    - post-storm inspections for qualified rain events that produce project site runoff
- monitoring NWS Forecast for storm events and qualifying precipitation events; these events are defined as follows:
    - a forecasted storm event is defined as a 50% or greater likelihood that 0.10 inches or more of precipitation will fall within a 24-hour period
    - a qualifying precipitation event is defined as a rain event that may produce or has produced ½ inch or more of precipitation
- preparing Amendments to the WPCP when required
- ensuring elimination of all unauthorized discharges
- mobilizing crews in order to make immediate repairs to the control measures

- coordinating with the Resident Engineer to assure all of the necessary corrections/repairs are made immediately, and that the project complies with the WPCP and approved plans at all times
- preparing and submitting Notices of Discharge Reports
- preparing and submitting Illegal Connections or Illicit Discharge Reports
- ensuring that all employees that inspect and oversee stormwater compliance have current WPC training

Additional Responsabilities include:

-

40.2 Weather Forecast Monitoring

The Water Pollution Control Manager (WPC Manager) shall have primary responsibility to monitor the National Weather Service Forecast Office for forecasted precipitation based on project site location. Precipitation forecast information shall be obtained from the National Weather service Forecast Office available at:

http://forecast.weather.gov

The project site location to be used for obtaining forecast from National Weather Forecast Office website is South Brown Ave and Main Street (SR115), Calipatria, CA. The Project's Latitude and Longitude is: 33.125650, -115.508068

The WPC Manager shall monitor the weather forecast on a daily basis for predicted precipitation within the following 96 hours. The WPC Manager shall monitor the forecast for the next 24, 48, 72 and 96 hours to determine if the forecast for precipitation is 50 percent or greater for any 6-hour period. If the forecast for precipitation is 50 percent or greater, the WPC Manager shall calculate the amount of precipitation forecasted for each 24-hour period and the total precipitation for the forecasted storm event and record the information.

40.3 Stormwater Site Inspections and Site Visual Monitoring

Stormwater site inspections and visual monitoring are necessary to ensure that the project is in compliance with WPCP.

40.4 Stormwater Site Inspections

Project site inspections of stormwater BMPs are conducted to identify and record:

- that BMPs are properly installed
- what BMPs need maintenance to operate effectively
- what BMPs have failed
- what BMPs could fail to operate as intended

Routine stormwater site inspections shall be conducted by the Contractor’s WPC Manager or other stormwater trained staff at the following minimum frequencies:

- daily for required BMPs

- weekly

Additional stormwater site inspections include:

-

Inspect the site on any day that work is occurring. Document inspections that are before, during, or after storm events on form DOT CEM-2030SW Stormwater Site Inspection Report. Also complete the form weekly on a predetermined schedule for weeks without any storms taking place. Document the daily inspections since the last Stormwater Site Inspection Report was completed on the form. Completed inspection reports shall be submitted to the RE within 24 hours of inspection. Copies of the completed reports will be kept in WPCP File Category 20.31: Contractor Stormwater Site Inspection Reports.

Deficiencies identified in site inspection reports and correction of deficiencies will be tracked on DOT CEM-2035SW Stormwater Site Inspection Report Corrective Actions Summary in Appendix G. Corrective Actions Summary shall within 5 business days be properly addressed and signed off by the WPCM and submitted to the RE within 5 days of a site inspection. Copies of the completed correction summary reports shall be attached to the corresponding Stormwater Site Inspection Report and shall be kept in WPCP File Category 20.31: Contractor Stormwater Site Inspection Reports.

40.5 Site Visual Monitoring

Stormwater site visual monitoring inspections shall be conducted at the following minimum frequencies:

- Prior to a forecasted storm event
- At 24-hour intervals during extended forecasted storm events
- Post qualifying rain event that generated site runoff

If visual monitoring of the site is unsafe because of dangerous weather conditions, such as flooding and electrical storms, or if access to the site is prohibited, due to issues such as road closures, the stormwater site inspector shall document the reason for the exception. Documentation that the site visual monitoring inspection could not be performed shall be filed in WPCP File Category 20.33: Site Visual Monitoring Inspection Reports.

Additional Visual Monitoring:

-

40.5.1 Visual Monitoring Prior To a Forecasted Storm Event

Site visual monitoring for precipitation events shall be conducted within 48 hours prior to a forecasted storm event. The pre-storm site visual monitoring inspection shall visual observe:

- the entire project site, including any staging areas that servethe construction project to identify any spills, leaks, or uncontrolled pollutant sources
- all BMPs for proper installation and adequate maintenance
- identify active areas and stockpiles that need sediment controls prior to precipitation

Observations of the site and any recommended corrective actions will be documented on DOT CEM-2030SW Stormwater Site Inspection Report and DOT CEM-2035SW Stormwater Corrective Actions Summary. Document all corrective actions needed with photographs on the Stormwater Site Inpection Report.

40.5.2 Visual Monitoring During Extended Forecasted Storm Event

Stormwater visual monitoring site inspections shall be conducted at least once each 24-hour period during extended forecasted storm events. The during storm site visual monitoring inspection shall visual observe:

- stormwater discharges at all discharge locations
- any stored or contained stormwater that is derived from and discharged subsequent to the forecasted storm event. Stored or contained stormwater that will likely discharge after working hours due to anticipated precipitation shall be observed prior to the discharge during working hours.

Stormwater discharges and stored or contained stormwater will be observed for the presence or absence of floating and suspended materials, sheen on the surface, discolorations, turbidity, odors, and source(s) of any observed pollutants.

A during storm event visual monitoring site inspection will include observation of all site BMPs for:

- proper installation
- maintenance
- failure
- BMPs that could fail to operate as intended
- effectiveness so that design changes can be implemented as soon as feasible

Observations of the site and any recommended corrective actions will be documented on DOT CEM-2030SW Stormwater Site Inspection Report and DOT CEM-2035SW Stormwater Corrective Actions Summary. Document all corrective actions needed with photographs on the Stormwater Site Inpection Report

40.5.3 Visual Monitoring Within 48 Hours After A Qualifying Precipitation Event Generating Site Runoff

Site visual monitoring post precipitation events shall be conducted within 48 hours of any qualifying rain event that causes site runoff. The post-storm site visual monitoring inspection shall visual observe:

- Stormwater discharges at all discharge locations
- Any stored or contained stormwater that is derived from and discharged subsequent to the qualifying rain event. Stored or contained stormwater that will likely discharge after working hours due to anticipated precipitation shall be observed prior to the discharge during working hours.

Stormwater discharges and stored or contained stormwater will be observed for the presence or absence of floating and suspended materials, sheen on the surface, discolorations, turbidity, odors, and source(s) of any observed pollutants.

Post qualifying rain event stormwater visual monitoring site inspection will include observation of all site BMPs for:

- proper installation

- maintenance
- failure
- BMPs that could fail to operate as intended
- effectiveness so that design changes can be implemented as soon as feasible

Observations of the site and any recommended corrective actions will be documented on DOT CEM-2030SW Stormwater Site Inspection Report and DOT CEM-2035SW Stormwater Corrective Actions Summary. Document all corrective actions needed with photographs on the Stormwater Site Inpection Report.

40.5.4 Visual Monitoring Non-Stormwater Discharges

Visual monitoring and observations for non-stormwater discharges will be conducted for the presence or indications of prior unauthorized and authorized non-stormwater discharges and their sources. The presence or absence of non-stormwater discharges based on site observations will be documented on DOT CEM-2030SW Stormwater Site Inspection Report. Documentation of observed non-stormwater discharges will include presence or absence of floating and suspended materials, sheen on the surface, discolorations, turbidity, odors, and source(s) of any observed pollutants.

Observations of the site and the response taken to eliminate any unauthorized non-stormwater discharges and to reduce or prevent pollutants from contacting non-stormwater discharges shall be documented on DOT CEM-2030SW Stormwater Site Inspection Report. Any photographs used to document observations will be referenced on stormwater site inspection report.

If a discharge or evidence of a prior discharge is discovered, reporting will comply with the requirements in Section 50-2 Discharge Reporting Requirements.

If an illegal connection or illicit discharge is discovered, reporting will comply with the requirements in Section 50-4 Illegal Connection/Illicit Discharge Reporting.

40.5.5 Visual Monitoring Documentation, Follow-up and Tracking Procedures

Site visual monitoring site inspections will be documented on DOT CEM-2030SW Stormwater Site Inspection Report, in Appendix E. Completed inspection reports shall be submitted to the Resident Engineer within 24 hours of inspection. Copies of the completed reports will be kept in WPCP File Category 20.33: Site Visual Monitoring Inspection Reports.

For deficiencies identified by site visual monitoring inspections the required repairs or maintenance of BMPs shall begin and be completed as soon as possible. When design changes to BMPs are required the WPCP shall be amended, including the appropiate Water Pollution Control Drawings.

Deficiencies identified in site visual monitoring inspection reports and correction of deficiencies will be tracked on DOT CEM-2035SW Stormwater Site Inspection Report Corrective Actions Summary, in Appendix G. Corrective action summaries shall be properly addressed and signed off by the WPCM submitted to the RE within 5 business days of the site inspection or prior to a forecasted precipitation event.

Completed DOT CEM-2035SW Stormwater Site Inspection Report Corrective Actions Summary forms shall be filed in WPCP File Category 20.35: Corrective Actions Summary. A copy of the completed DOT CEM-2035SW Stormwater Site Inspection Report Corrective Actions Summary form will also be attached to the corresponding visual monitoring inspection report and shall be kept in the WPCP File Category 20.33.

Caltrans Permits Received 08-09-24 11-24-N-MC-1251

SECTION 50
WPCP Reporting Requirements

50.1 Record Keeping

To manage the various documents required to by the WPCP and to provide easy access to the documents the following WPCP file categories will be used to file WPCP compliance documents:

- File Category 20.01 Water Pollution Control Program (WPCP)
- File Category 20.03 Water Pollution Control Schedule Updates
- File Category 20.10 Correspondence
- File Category 20.23 Stormwater Training Documentation
- File Category 20.31 Contractor Stormwater Site Inspection Reports
- File Category 20.33 Site Visual Monitoring Inspection Reports
- File Category 20.40 Weather Monitoring Logs
- File Category 20.61 Notice of Discharge Reports

Records shall be retained for a minimum of three years for the following items:

- Authorized WPCP and Amendments
- Stormwater Site Inspection Reports
- Site Inspection Report Corrective Actions Summary
- Notice of Discharge Reports

50.2 Discharge Reporting

If a discharge or evidence of a prior discharge is discovered by the contractor, the contractor shall notify the Resident Engineer within 6 hours of the discharge event or discovery, and will file a written report to the Resident Engineer within 48 hours of the discharge event or discovery of evidence of a prior discharge. The written report to the Resident Engineer will contain the following items:

- the date, time, location, type and approximate volume of the unauthorized discharge
- nature of operation that caused the discharge
- initial assessment of any impacts caused by the discharge
- the BMPs deployed before the discharge event

- the date of deployment and type of BMPs deployed after the discharge event, including additional measures installed or planned to reduce or prevent re-occurrence
- steps taken or planned to reduce, eliminate and/or prevent recurrence of the discharge

Reporting of discharges shall be documented on DOT CEM-2061SW Notice of Discharge Report, in Appendix H. Completed DOT CEM-2061SW Notice of Discharge Report shall be submitted to the Resident Engineer within 24 hours of discharge event or discovery of evidence of a prior discharge. Copies of the DOT CEM-2061SW Notice of Discharge Report will be kept in WPCP File Category 20.61: Notice of Discharge Reports.

50.3 Regulatory Agency Notice or Order Reporting

If the project receives a written notice or order from any regulatory agency, the contractor will notify the Resident Engineer within 6 hours or receiving the notice or order and will file a written report to the Resident Engineer within 48 hours of receiving the notice, or order. Corrective measures will be implemented immediately following the notice or order.
The report to the Resident Engineer will contain the following items:

- date, time, location, and cause or nature of the notice or order
- BMPs deployed prior to receiving notice or order
- date of deployment and type of BMPs deployed after receiving the notice or order, including additional BMPs installed or planned to reduce or prevent re-occurrence
- an implementation and maintenance schedule for any affected BMPs

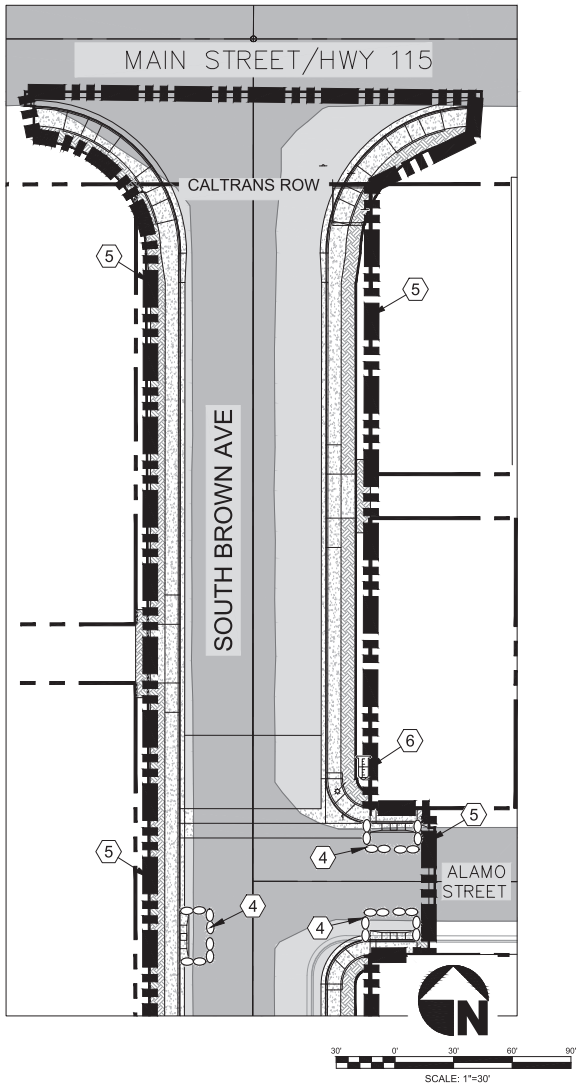
50.4 Illegal Connection/Illicit Discharge Reporting

If the contractor discovers an illegal connection to a storm drain system or any pipe discharging on to the project site not shown on the project plans the contractor shall notify the Engineer within 6 hours of the discovery and will file a written report to the Engineer within 48 hours of the discovery.
If the contractor discovers any illicit discharge including illegal dumping of material on the project site the contractor shall immediately notify the Engineer and will file a written report to the Engineer within 3 days of discovery.
The report to the Engineer will contain the following items:

- date, time, and location of the discovery
- details of the illegal connection or illicit discharge, including any photographs taken
- any actions taken to contain illicitt discharge
- any sampling and testing to determine material dumped or discharged

ATTACHMENT A

WPC DRAWINGS



SCALE: 1"=30'

CONSTRUCTION BMPS FOR IMPROVEMENTS

BMP NO.	ITEM	UNIT	QUANTITY	ROW	NOTES/ COMMENT
-	CONSTRUCTION SITE AND SWPPP MANAGEMENT	LS	N/A	BOTH	SITE MANAGEMENT, INSPECTION AND MONITORING BY A QSP TO COMPLY WITH WPCP REQUIREMENTS WITHIN CALTRANS ROW. PROVIDED BY THE CONTRACTOR INCLUDING, BUT IS NOT LIMITED TO , NS-1 THROUGH NS-15 AND WM-1 THROUGH WM-10. REFER TO LATEST CALTRANS STANDARD PLANS AND SPECIFICATIONS AND CALTRANS CONSTRUCTION SITE BMPS MANUAL.
SE-7	STREET SWEEPING	LS	N/A	BOTH	STREET SWEEPING SHALL BE PERFORMED DAILY AND AS NECESSARY TO ENSURE TRAVEL WAYS ARE FREE OF DIRT.
SE-6	TEMPORARY GRAVEL BAG	EACH	8	CITY	INSTALL TWO (2) LAYER GRAVEL-FILLED BAGS AT AND ALONG THE DOWNSTREAM LOCATIONS OF THE NEW CONCRETE STORMWATER CONVEYANCE FACILITIES. SEE DETAIL D ON SHEET 7.
WE-1	WIND EROSION CONTROL	LS	N/A	CITY	MAINTAIN DUST CONTROL THROUGHOUT THE ENTIRE SITE FOR THE DURATION OF THE PROJECT. WATER TRUCKS, OR EQUIVALENT BMP, SHALL BE USED FOR DUST SUPPRESSION.
TC-1 & TC-3	TEMPORARY CONSTRUCTION ENTRANCE/ EXIT WITH TIRE WASH	EACH	1	CITY	THE CONSTRUCTION ENTRANCES SHALL BE INSTALLED AND MAINTAINED UNTIL FINAL PAVEMENT CONSTRUCTION IS COMPLETE. THE CONTRACTOR IS RESPONSIBLE FOR TRACKING CONTROL THROUGH REGULAR STREET SWEEPING, GRIZZLY PADS, OR OTHER TRACKING CONTROL MEANS.
WM-8	CONCRETE WASTE WASH OUT AREA	EACH	1	CITY	A CONCRETE WASH OUT AREA IS TO BE INSTALLED AND MAINTAINED AT THE CITY OF CALIPATRIA PUBLIC WORK'S STOCKYARD.
-	TEMPORARY RESTROOM FACILITIES	EACH	2	CITY	THE RESTROOM FACILITIES SHALL BE SECURED FROM OVERTURNING IN HIGH WIND CONDITIONS
-	RAIN GAUGE	EACH	1	CITY	INSTALL A RAIN GAUGE PER THE CALTRANS CONSTRUCTION SITE MONITORING PROGRAM GUIDANCE MANUAL.

BMP KEYNOTES

1. CONTRACTOR SHALL LOCATE THE PORTABLE RESTROOM FACILITIES TO A LOCATION APPROVED BY THE ENGINEER. SEE DETAIL B FOR TYPICAL STAGING AREA ON SHEET 7.
2. INSTALL CONCRETE WASHOUT AREA PER CALIFORNIA BMP HANDBOOK WM-8 DETAILS. SEE DETAIL A ON SHEET 7.
3. INSTALL CONSTRUCTION ENTRANCE AND TIRE WASH AREA PER CALIFORNIA BMP HANDBOOK TC-1 AND TC-3 DETAILS. SEE DETAIL C ON SHEET 7.
4. INSTALL GRAVEL BAGS AFTER INSTALLATION OF THE CATCH BASINS ALONG BONITA STREET AND ALAMO STREET PER CALIFORNIA BMP HANDBOOK SE-6 DETAIL. SEE DETAIL D ON SHEET 7.
5. LIMITS OF CONSTRUCTION.
6. INSTALL A RAIN GAUGE PER THE CALTRANS CONSTRUCTION SITE MONITORING PROGRAM GUIDANCE MANUAL.

LEGEND

- PORTABLE TOILET
- CONCRETE WASHOUT AREA
- CONSTRUCTION ENTRANCE
- GRAVEL BAGS
- LIMITS OF CONSTRUCTION
- RAIN GAUGE

GENERAL EROSION CONTROL NOTES:

1. EROSION CONTROL PLAN INCLUDES ALL POSSIBLE BMPS FOR THE CONSTRUCTION OF THIS PROJECT. CONTRACTOR SHALL APPLY APPROPRIATE BMPS FOR EACH PHASE OF CONSTRUCTION.
2. DURING MASS GRADING ACTIVITIES, STREETS WILL BE SWEPT AS NECESSARY TO PREVENT DIRT AND DUST FROM LEAVING THE CONSTRUCTION AREA.
3. CONTRACTOR SHALL PROVIDE ADEQUATE DUST SUPPRESSION TO MEET ALL LOCAL AIR POLLUTION CONTROL DISTRICT REQUIREMENTS INCLUDING ALL DETOUR SIDE ROADS.
4. ALL BEST MANAGEMENT PRACTICES SHALL MEET THE REQUIREMENTS OF THE LATEST VERSION OF CASQA STORMWATER BEST MANAGEMENT PRACTICE HANDBOOK.
5. SITE DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES.
6. NO SITE CLEARING OR GRADING SHALL BEGIN UNTIL ALL PERIMETER EROSION AND SEDIMENT CONTROL MEASURES HAVE BEEN INSTALLED.
7. GENERAL CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCE THAT APPLY.
8. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON SITE INSPECTION.
9. GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO TAKE WHATEVER MEANS NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION ON ANY EXPOSED AREAS WHEN THE PROJECT IS COMPLETE.

CITY OF CALIPATRIA PUBLIC WORK DEPARTMENT'S STOCKYARD LOCATION TO BE USED AS STAGING AREA

NOT TO SCALE

PERMIT NUMBER 11 _____
CO IMP. RTE 115 PM 32.517
AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES

STATE REPRESENTATIVE _____ DATE _____

DIST	COUNTY	ROUTE	MILE POST TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
11	IMPERIAL	115	PM 36.517		7

JAMES G. "JACK" HOLT
PROJECT ENGINEER
REGISTERED CIVIL ENGINEER, 31773

07/03/2024
DATE

REGISTERED PROFESSIONAL ENGINEER JAMES G. HOLT No. 31773 Exp. 12-31-24 CIVIL STATE OF CALIFORNIA

PLANS APPROVAL DATE

CITY OF EL CENTRO
1275 W MAIN STREET
EL CENTRO, CA 92243

THE HOLT GROUP, INC.
1601 NORTH IMPERIAL AVENUE
EL CENTRO, CA 92243

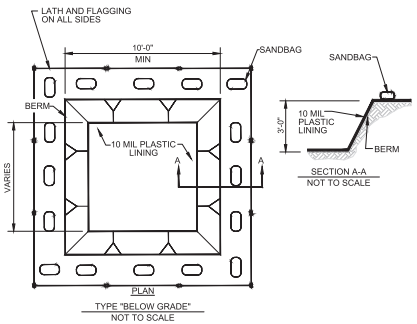
REVISED BY | DATE REVISED | DATE | CALCULATED/ DESIGNED BY | CHECKED BY | PROJECT ENGINEER | THE HOLT GROUP, INC.

CITY OF CALIPATRIA | THG PROJECT NO. 142.322 | DATE PLOTTED=> 07-03-2024 TIME PLOTTED=> 11:57 AM | LAST REVISION

USERNAME=> RS
DWG FILE=> C:\Users\USER1\The Holt Group\142.322 - Documents\CAD\CALTRANS\142.322 - SHEET 6 -7 -WATER POLLUTION CONTROL SHEETS.dwg

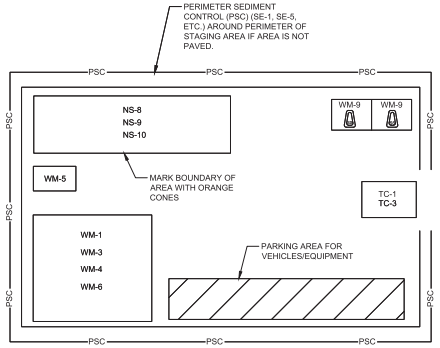
WATER POLLUTION CONTROL PLAN

Caltrans Permits Received 08-09-24



NOTE:
CONTRACTOR SHALL USE A TEMPORARY WASHOUT AREA AT AREAS WHERE A PERMANENT CONCRETE WASHOUT IS NOT ALLOWED.

CONCRETE WASHOUT AREA - DETAIL A



TYPICAL STAGING AREA LAYOUT

NOTES:
1. CONTRACTOR SHALL ADJUST THE LAYOUT OF STAGING AREA BASED ON PROJECT SITE CONDITIONS AS NECESSARY.
2. CONTRACTOR SHALL IMPLEMENT PERIMETER SEDIMENT CONTROL FOR STAGING AREA BASED ON PROJECT SITE CONDITIONS UPON THE APPROVAL OF THE RESIDENT ENGINEER.

LEGEND

SE-1	SILT FENCE
SE-5	FIBER ROLLS
NS-8	VEHICLE AND EQUIPMENT CLEANING
NS-9	VEHICLE AND EQUIPMENT FUELING
NS-10	VEHICLE AND EQUIPMENT MAINTENANCE
WM-1	MATERIAL DELIVERY AND STORAGE
WM-3	STOCKPILE MANAGEMENT
WM-4	SPILL PREVENTION AND CONTROL
WM-5	SOLID WASTE MANAGEMENT
WM-6	HAZARDOUS WASTE MANAGEMENT
WM-9	SANITARY/SEPTIC WASTE MANAGEMENT
TC-1	STABILIZED CONSTRUCTION ENTRANCE/EXIT
TC-3	TEMPORARY ENTRANCE/OUTLET TIRE WASH
WE-1	WIND EROSION CONTROL (TO BE IMPLEMENTED FOR UNPAVED/NATIVE AREAS STOCKPILE MANAGEMENT)

TYPICAL STAGING AREA - DETAIL B
NOT TO SCALE

PERMIT NUMBER 11 11-24-N-MC-0822
CO IMP. RTE 115 PM 34.765
AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES

STATE REPRESENTATIVE DATE

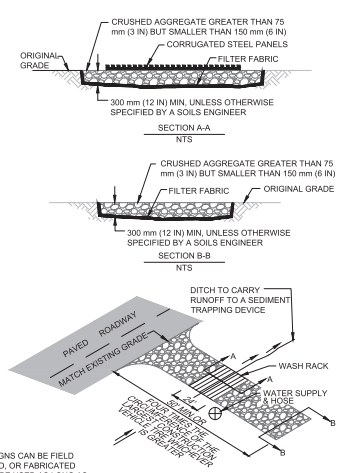
DIST	COUNTY	ROUTE	MILE POST TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
11	IMPERIAL	115	PM 34.765	7	7

07/03/2024
JAMES G. "JACK" HOLT DATE
CONSULTING CITY ENGINEER
REGISTERED CIVIL ENGINEER, 31773

REGISTERED PROFESSIONAL ENGINEER JAMES G. HOLT No. 31773 Exp. 12-31-24 CIVIL STATE OF CALIFORNIA

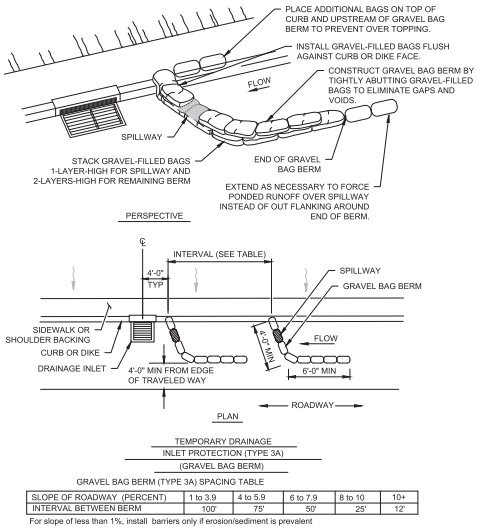
PLANS APPROVAL DATE
CITY OF CALIPATRIA
125 NORTH PARK AVE
CALIPATRIA, CA 92233

THE HOLT GROUP, INC.
1601 NORTH IMPERIAL AVENUE
EL CENTRO, CA 92243



NOTE:
MANY DESIGNS CAN BE FIELD FABRICATED, OR FABRICATED UNITS MAY BE USED AS LONG AS DESIGN IS ADEQUATE FOR FULL LENGTH CONSTRUCTION TRUCK VEHICLES.

CONSTRUCTION ENTRANCE - DETAIL C
NOT TO SCALE



TEMPORARY DRAINAGE INLET PROTECTION (TYPE 3A) (GRAVEL BAG BERM)

GRAVEL BAG BERM (TYPE 3A) SPACING TABLE

SLOPE OF ROADWAY (PERCENT)	1 to 3.9	4 to 5.9	6 to 7.9	8 to 10	10+
INTERVAL BETWEEN BERM	100'	75'	50'	25'	12'

For slope of less than 1%, install barriers only if erosion/sediment is prevalent

GRAVEL BAG DETAIL - DETAIL D
NOT TO SCALE

WATER POLLUTION CONTROL DETAILS

THE HOLT GROUP INC. | PROJECT ENGINEER | CALCULATED/ DESIGNED BY | CHECKED BY | DATE | REVISED BY | DATE REVISED

CITY OF CALIPATRIA | THG PROJECT NO. 142.322 | DATE PLOTTED=> 07-03-2024 TIME PLOTTED=> 02:18 PM | LAST REVISION

USERNAME=> RS
DWG FILE=> C:\Users\User1\The Holt Group\142.322 - Documents\CAD\CALTRANS\142.322 - SHEET 6 -7 -WATER POLLUTION CONTROL SHEETS.dwg

ATTACHMENT B

WPC SCHEDULE

ATTACHMENT C

WPCP AMENDMENTS

ATTACHMENT D

DOT CEM-20CONSW CONTRACTOR STORMWATER PERSONNEL TRAINING

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

SWPPP/WPCP ATTACHMENT D
CONTRACTOR PERSONNEL TRAINING RECORD

CEM-20DCON (NEW 9/2012)

PROJECT INFORMATION NAME AND SITE ADDRESS	CONTRACT NUMBER/CO/RTE/PM PROJECT IDENTIFIER NUMBER	
CONTRACTOR NAME AND ADDRESS	PROJECT WATER POLLUTION CONTROL ☐ WPCP ☐ SWPPP	SWPPP PROJECT SITE RISK LEVEL ☐ Risk Level 1 ☐ Risk Level 2 ☐ Risk Level 3
Submitted by Contractor (Print and Sign Name)		Date

CONTRACTOR PERSONNEL STORMWATER TRAINING RECORD

Project Manager

NAME	TITLE	PHONE

Training Course Title	Training Objective	Date Training Completed	Course Length (Hours)

Water Pollution Control Manager

NAME	COMPANY	PHONE
TITLE		AFTER HOURS PHONE NUMBER

Training Course Title	Training Objective	Date Training Completed	Course Length (Hours)

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

SWPPP/WPCP ATTACHMENT D
CONTRACTOR PERSONNEL TRAINING RECORD

CEM-20DCON (NEW 9/2012)

PROJECT INFORMATION NAME AND SITE ADDRESS	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER

STORMWATER TRAINING RECORD CONTINUED

Include the following when the WPC Manager does not develop the SWPPP.

Qualified SWPPP Developer (QSD)

NAME	COMPANY	PHONE
TITLE		AFTER HOURS PHONE NUMBER

Training Course Title	Training Objective	Date Training Completed	Course Length (Hours)

Include the following when a Qualified SWPPP Practitioner will be assisting the WPC Manager with SWPPP/WPCP implementation.

Qualified SWPPP Practitioner (QSP)

NAME	COMPANY	PHONE
TITLE		AFTER HOURS PHONE NUMBER

Training Course Title	Training Objective	Date Training Completed	Course Length (Hours)

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

SWPPP/WPCP ATTACHMENT D
CONTRACTOR PERSONNEL TRAINING RECORD

CEM-20DCON (NEW 9/2012)

PROJECT INFORMATION NAME AND SITE ADDRESS	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER

STORMWATER TRAINING RECORD CONTINUED

Include the following training record information when a storm water inspector will be assisting the WPC Manager.

Stormwater Inspector

NAME	COMPANY		PHONE
TITLE			AFTER HOURS PHONE NUMBER
Training Course Title	**Training Objective**	**Date Training Completed**	**Course Length (Hours)**

Include the following when contractor employees will be responsible for stormwater discharge sampling testing.

Primary Stormwater Discharge Sampler and Tester

NAME	COMPANY		PHONE
TITLE			AFTER HOURS PHONE NUMBER
Training Course Title	**Training Objective**	**Date Training Completed**	**Course Length (Hours)**

Alternate Stormwater Discharge Sampler and Tester

NAME	COMPANY		PHONE
TITLE			AFTER HOURS PHONE NUMBER
Training Course Title	**Training Objective**	**Date Training Completed**	**Course Length (Hours)**

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

SWPPP/WPCP ATTACHMENT D
CONTRACTOR PERSONNEL TRAINING RECORD

CEM-20DCON (NEW 9/2012)

PROJECT INFORMATION NAME AND SITE ADDRESS	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER

STORMWATER TRAINING RECORD CONTINUED

Include the following when contractor employees will be responsible for BMP installation, maintenance, and repair.

Employees Responsible for BMP Installation, Maintenance, and Repair

EMPLOYEE NAME

Training Course Title	Training Objective	Date Training Completed	Course Length (Hours)

EMPLOYEE NAME

Training Course Title	Training Objective	Date Training Completed	Course Length (Hours)

EMPLOYEE NAME

Training Course Title	Training Objective	Date Training Completed	Course Length (Hours)

EMPLOYEE NAME

Training Course Title	Training Objective	Date Training Completed	Course Length (Hours)

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

SWPPP/WPCP ATTACHMENT D
CONTRACTOR PERSONNEL TRAINING RECORD

CEM-20DCON (NEW 9/2012)

PROJECT INFORMATION NAME AND SITE ADDRESS	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER

STORMWATER TRAINING RECORD CONTINUED

CONTRACTOR EMPLOYEES STORMWATER TRAINING RECORD

Employee Name	Training Course Title	Date Training Completed	Course Length (Hours)

I have reviewed this document and based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, to the best of my knowledge and belief, the information submitted is, true accurate, and complete.

Water Pollution Control Manager Name	Date

Water Pollution Control Manager Signature

APPENDIX A

CEM-2008 SWPPP/WPCP AMENDMENT CERTIFICATION AND AUTHORIZATION

Caltrans Permits Received 08-09-24

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

11-24-N-MC-1251

SWPPP/WPCP AMENDMENT CERTIFICATION AND ACCEPTANCE

CEM-2008 (REV 11/2013)

PROJECT INFORMATION NAME AND SITE ADDRESS	CONTRACT NUMBER/CO/RTE/PM PROJECT IDENTIFIER NUMBER WDID NUMBER
CONTRACTOR NAME AND ADDRESS	PROJECT SITE RISK LEVEL ☐ Risk Level 1 ☐ N/A. WPCP ☐ Risk Level 2 ☐ N/A. Project resides in the Lake Tahoe Hydrologic Unit and is regulated under Order No. R6T-2011-0019, NPDES No. CAG616002. ☐ Risk Level 3

Storm Water Pollution Prevention Plan (SWPPP)/Water Pollution Control Program (WPCP)

Amendment Number _____

CONTRACTOR WATER POLLUTION CONTROL MANAGER SIGNATURE	DATE
CONTRACTOR WATER POLLUTION CONTROL MANAGER NAME	PHONE NUMBER

Contractor Certification of SWPPP or WPCP Amendment

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision according to a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or persons directly responsible for gathering the information, the information submitted, to the best of my knowledge and belief, is true, accurate, and complete. I am aware that significant penalties exist for submitting false information, including the possibility of fine and imprisonment for knowing violations.

CONTRACTOR SIGNATURE	DATE
CONTRACTOR NAME	PHONE NUMBER
TITLE	

Resident Engineer Acceptance of SWPPP or WPCP Amendment

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those directly responsible for gathering the information, the information submitted, to the best of my knowledge and belief, is true, accurate, and complete. I am aware that significant penalties exist for submitting false information, including the possibility of fine and imprisonment for knowing violations.

RESIDENT ENGINEER SIGNATURE	DATE OF AMENDMENT ACCEPTANCE
RESIDENT ENGINEER NAME	PHONE NUMBER

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TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.

Caltrans Permits Received 08-09-24

11-24-N-MC-1251

SWPPP/WPCP AMENDMENT CERTIFICATION AND ACCEPTANCE

CEM-2008 (REV 11/2013)

PROJECT INFORMATION NAME AND SITE ADDRESS	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER
	WDID NUMBER

Required for Private Entity Administered Projects

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those directly responsible for gathering the information, the information submitted, to the best of my knowledge and belief is true, accurate, and complete. I am aware that significant penalties exist for submitting false information, including the possibility of fine and imprisonment for knowing violations.

LEGALLY RESPONSIBLE PERSON SIGNATURE	DATE
LEGALLY RESPONSIBLE PERSON NAME	PHONE NUMBER
TITLE	

Required for Local Agency/Private Entity Administered Project

Caltrans Oversight Engineer's Concurrence With SWPPP/WPCP Amendment

I and personnel acting under my direction and supervision have reviewed this SWPPP/ WPCP and find that it meets the requirements set forth in the contract Special Provisions, Caltrans *Standard Specifications,* and the Caltrans SWPPP/WPCP Preparation Manual.

OVERSIGHT ENGINEER SIGNATURE	DATE OF AMENDMENT CONCURRENCE
OVERSIGHT ENGINEER NAME	PHONE NUMBER

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Caltrans Permits Received 08-09-24

SWPPP/WPCP AMENDMENT CERTIFICATION AND ACCEPTANCE

CEM-2008 (REV 11/2013)

Instructions

General Information

- The information on CEM-2008 is required for projects with either a Stormwater Pollution Prevention Plan (SWPPP) or a Water Pollution Control Program (WPCP) to document amendment acceptance and certification.
- SWPPP amendments must be certified by the approved signatory as identified in CEM-2006 or 2006T, "Legally Responsible Person Authorization of Approved Signatory," signed by the legally responsible person (LRP).
  1. For Caltrans, the LRP is the district director. The LRP may authorize the project resident engineer to be approved signatory.
  2. For a local agency, the LRP is either a principal executive officer or a ranking elected official. The local agency LRP may authorize the project resident engineer to be approved signatory.
  3. For a private entity performing work in the state right-of-way under an encroachment permit, the LRP must be one of the following:
     a. For a corporation, a responsible corporate officer.
     b. For a partnership or sole proprietorship, a general partner or the proprietor, respectively.

     The private entity LRP may not authorize an approved signatory.
  4. Attach a completed copy of CEM-2008 to each SWPPP or WPCP amendment, and include it in the SWPPP Attachment DD or the WPCP Attachment C.

Form

Contract Number/Co/Rte/PM
For local agency encroachment permit projects, write the encroachment permit number in the Contract Number field.

Project Identifier Number
Caltrans projects starting July 1, 2010, will have a Project Identifier Number. For projects without one, write "N/A" in the field.

WDID Number
For projects that have a Water Pollution Control Program enter "WPCP" in this field.

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TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.

APPENDIX B

CEM-2009 SWPPP/WPCP AMENDMENTS LOG

Caltrans Permits Received 08-09-24

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

SWPPP/WPCP AMENDMENTS LOG

CEM-2009 (REV 11/2013)

PROJECT INFORMATION NAME AND SITE ADDRESS	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER
	WDID NUMBER
CONTRACTOR NAME AND ADDRESS	PROJECT SITE RISK LEVEL ☐ Risk Level 1 ☐ N/A. WPCP ☐ Risk Level 2 ☐ N/A. Project resides in the Lake Tahoe Hydrologic Unit and is regulated under Order No. R6T-2011-0019, NPDES No. CAG616002. ☐ Risk Level 3

Amendments

Amendment Number	Date Prepared	Brief Description of Amendment	Requested by	Accepted Date

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Caltrans Permits Received 08-09-24

SWPPP/WPCP AMENDMENTS LOG

CEM-2009 (REV 11/2013)

Instructions

General Information

- Projects with either a Stormwater Pollution Prevention Plan (SWPPP) or Water Pollution Control Program (WPCP) require the information on this form to track amendments.
- Attach a completed copy of the form to each accepted SWPPP/WPCP amendment, and include in SWPPP Attachment DD or WPCP Attachment C.

Form

Contract Number/Co/Rte/PM
For local agency encroachment permit projects, write the encroachment permit number in the Contract Number field.

Project Identifier Number
Caltrans projects starting July 1, 2010, will have a project identifier number. For projects without one, write "N/A" in the field.

WDID Number
For projects with WPCP enter "WPCP" in this field.

When the resident engineer has accepted SWPPP or WPCP amendments, enter:

1. The amendment number.
2. The date the Water Pollution Control Manager signed form CEM-2008.
3. A brief description of the amendment.
4. The name and title of person who requested the amendment.
5. The date the resident engineer accepted form CEM-2008.

APPENDIX C

CEM-2023 STORMWATER TRAINING RECORD

Caltrans Permits Received 08-09-24

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

STORMWATER TRAINING RECORD

CEM-2023 (REV 11/2013)

PROJECT INFORMATION NAME AND SITE ADDRESS	CONTRACT NUMBER/CO/RTE/PM PROJECT IDENTIFIER NUMBER WDID NUMBER
CONTRACTOR NAME AND ADDRESS	PROJECT SITE RISK LEVEL ☐ Risk Level 1 ☐ Risk Level 2 ☐ Risk Level 3 ☐ N/A. WPCP ☐ N/A. Project Resides in the Lake Tahoe Hydrologic Unit and is regulated under Order No. R6T-2011-0019, NPDES No. CAG616002.
SUBMITTED BY CONTRACTOR (PRINT AND SIGN NAME)	DATE

Stormwater Training Record

Training Course Title or Specific Training Objective	Location	Date of Training
Stormwater Topics ☐ Temporary soil stabilization ☐ Tracking controls ☐ Non-stormwater management ☐ Waste management and materials pollution control ☐ Spill prevention and control ☐ BMPs required for work activities current week ☐ Stormwater pollution prevention plan ☐ Water pollution control program ☐ Temporary sediment control ☐ Wind erosion control ☐ Stormwater discharge sampling ☐ Pre-storm activities ☐ Permanent soil stabilization ☐ Initial project training	Instructor Name Instructor Title Instructor Phone Number Course Length (hours)	Training Audience ☐ General ☐ BMPs ☐ SWPPP

Attendee Roster

Name	Phone Number	Initials	Company Name

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Caltrans Permits Received 08-09-24

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

STORMWATER TRAINING RECORD

CEM-2023 (REV 11/2013)

PROJECT INFORMATION NAME AND SITE ADDRESS	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER
	WDID NUMBER

Attendee Roster (Continued)

Name	Phone Number	Initials	Company Name

Review and Record Keeping

Has training information been entered into the optional Stormwater Training Log (CEM-2024)? ☐ Yes ☐ No

I have reviewed this document and, based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, to the best of my knowledge and belief the information submitted is true, accurate, and complete.

Water Pollution Control Manager (name)	Date

Water Pollution Control Manager (signature)

Caltrans Permits Received 08-09-24

STORMWATER TRAINING RECORD

Instructions

General Information

- Projects with either a Stormwater Pollution Prevention Plan (SWPPP) or Water Pollution Control Program (WPCP) require the information on this form to document stormwater training for contractor and subcontractor managers, supervisors, and employees. Include the form and required training documentation in the stormwater annual report for SWPPP projects.
- Use this form to document training for employees responsible for activities associated with Construction General Permit compliance and contract specifications. Use this form to document required weekly stormwater training.
- Provide this training record and an updated copy of CEM-2024 (CEM-2024 is an optional form used at the WPCM's discretion) "Stormwater Training Log," to the resident engineer (RE) within five days of the date of training.
- Attach additional copies of page 2 of this form if necessary to record all individuals attending this training.
- Stormwater training needs to be completed at the frequency stipulated in the project specifications and/or the SWPPP, whichever is more frequent.
- Names may be written or typed. Initials must be original. Originals are filed with RE as stipulated above.
- Attach copy of training material/topic with submittal to RE.

Form

- **Contract Number/Co/Rte/PM**
  For local agency encroachment permit projects write the encroachment permit number in the Contract Number field.
- **Project Identifier Number**
  Caltrans projects starting July 1, 2010, will have a Project Identifier Number (PIN). For projects without a PIN, write N/A in the field.
- **WDID Number**
  For projects with Water Pollution Control Program, enter "WPCP."
- **Attendee Roster**
  Enter employee name, contractor or subcontractor company name and employee phone number.
- **Training Audience**
  Enter one of the following responses:

  General—Training for individuals responsible for activities associated with compliance with the Construction General Permit.

  BMPs—Training for individuals responsible for BMP installation, inspection, maintenance, and repair.

  SWPPP—Training for individuals responsible for overseeing, revising, and amending the SWPPP.

APPENDIX D

CEM-2024 STORMWATER TRAINING LOG

Caltrans Permits Received 08-09-24

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

STORMWATER TRAINING LOG - OPTIONAL

CEM-2024 (REV 11/2013)

PROJECT INFORMATION NAME AND SITE ADDRESS	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER
	WDID NUMBER
CONTRACTOR NAME AND ADDRESS	PROJECT SITE RISK LEVEL ☐ Risk Level 1 ☐ N/A. WPCP ☐ Risk Level 2 ☐ N/A. Project resides in the Lake Tahoe Hydrologic Unit and is regulated under Order No. R6T-2011-0019, NPDES No. CAG616002. ☐ Risk Level 3
SUBMITTED BY CONTRACTOR (PRINT AND SIGN NAME)	DATE

STORMWATER TRAINING LOG

Date of Training	Training Audience	Number of Training Attendees	Stormwater Training Course Title or Topics Covered	Date Training Documentation (CEM-2023) Provided to Resident Engineer
	☐ General ☐ BMPs ☐ SWPPP			
	☐ General ☐ BMPs ☐ SWPPP			
	☐ General ☐ BMPs ☐ SWPPP			
	☐ General ☐ BMPs ☐ SWPPP			
	☐ General ☐ BMPs ☐ SWPPP			
	☐ General ☐ BMPs ☐ SWPPP			
	☐ General ☐ BMPs ☐ SWPPP			
	☐ General ☐ BMPs ☐ SWPPP			
	☐ General ☐ BMPs ☐ SWPPP			

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Caltrans Permits Received 08-09-24

Instructions

General Information

- For projects with either a Stormwater Pollution Prevention Plan (SWPPP) or a Water Pollution Control Program (WPCP) the information shown on this form may be used to document stormwater training for contractor and subcontractor managers, supervisors, and employees. The stormwater annual report for SWPPP projects will include required training documentation and the information on this form, or in another form used at the discretion of the Water Pollution Control Manager (WPCM).
- If this form is used, provide an updated copy of CEM-2024 with attached training documentation to the resident engineer within five days of training, along with CEM-2023 and a copy of training materials and topic(s) covered.
- This form is optional, and provided as a management tool for the WPCM to assist in compiling and organizing information required of the annual report.

Form

Contract Number/Co/Rte/PM
For local agency encroachment permit projects, write the encroachment permit number in the Contract Number field.

Project Identifier Number
Caltrans projects starting July 1, 2010, will have a Project Identifier Number (PIN). For projects without a PIN, write N/A in the field.

WDID Number
For projects with Water Pollution Control Program enter "WPCP" in this field.

Training Audience
Check one of the following responses:

General—training for individuals responsible for activities associated with compliance with the General Construction Permit.
BMPs—training for individuals responsible for BMP installation, inspection, maintenance, and repair.
SWPPP—training for individuals responsible for overseeing revising and amending the SWPPP.

APPENDIX E

CEM-2034 STORMWATER BEST MANAGEMENT
STATUS REPORT

Caltrans Permits Received 08-09-24

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

11-24-N-MC-1251

MONTHLY STORMWATER BEST MANAGEMENT PRACTICES & MATERIALS INVENTORY REPORT - OPTIONAL

CEM-2034 (NEW 12/2013)

PROJECT INFORMATION NAME AND SITE ADDRESS	CONTRACT NUMBER/CO/RTE/PM PROJECT IDENTIFIER NUMBER WDID NUMBER
CONTRACTOR NAME AND ADDRESS	PROJECT SITE RISK LEVEL ☐ Risk Level 1 ☐ Risk Level 2 ☐ Risk Level 3 ☐ N/A. WPCP ☐ N/A. Project resides in the Lake Tahoe Hydrologic Unit and is regulated under Order No. R6T-2011-0019, NPDES No. CAG616002

Water Pollution Control Manager (print name and sign)	Date
Submitted by contractor (print name and sign)	Date

Provide a monthly list of stored best management practices and materials on site.

Construction Phase	Site Information
☐ Highway construction ☐ Plant establishment ☐ Suspension of work (inactive site)	_____ Total project area (acres) _____ Total project disturbed soil area (acres) _____ Current phase disturbed soil area (acres) _____ Current phase inactive disturbed soil (acres)

Stormwater Best Management Practices and Materials on Site

	Location where stored: _____ BMP Name	BMP ID	Quantity on hand	Unit	Estimated quantity needed if rain event predicted, spill occurs or BMP fails
1					

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Caltrans Permits Received 08-09-24

MONTHLY STORMWATER BEST MANAGEMENT PRACTICES & MATERIALS INVENTORY REPORT - OPTIONAL

CEM-2034 (NEW 12/2013)

PROJECT INFORMATION NAME AND SITE ADDRESS	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER
	WDID NUMBER

Stormwater Best Management Practices and Materials on Site

	Location where stored: / BMP Name	BMP ID	Quantity on hand	Unit	Estimated quantity needed if rain event predicted, spill occurs or BMP fails
2					
3	Location where stored: / BMP Name	BMP ID	Quantity on hand	Unit	Estimated quantity needed if rain event predicted, spill occurs or BMP fails

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Caltrans Permits Received 08-09-24

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

11-24-N-MC-1251

MONTHLY STORMWATER BEST MANAGEMENT PRACTICES & MATERIALS INVENTORY REPORT - OPTIONAL

CEM-2034 (NEW 12/2013)

PROJECT INFORMATION NAME AND SITE ADDRESS	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER
	WDID NUMBER

Stormwater Best Management Practices and Materials on Site

	Location where stored: _____ BMP Name	BMP ID	Quantity on hand	Unit	Estimated quantity needed if rain event predicted, spill occurs or BMP fails

	Location where stored: _____ BMP Name	BMP ID	Quantity on hand	Unit	Estimated quantity needed if rain event predicted, spill occurs or BMP fails

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Caltrans Permits Received 08-09-24

11-24-N-MC-1251

MONTHLY STORMWATER BEST MANAGEMENT PRACTICES & MATERIALS INVENTORY REPORT - OPTIONAL

CEM-2034 (NEW 12/2013)

Instructions

General Information

- The Water Pollution Control Manager must oversee preparation of this form and submit a copy to the resident engineer every month.
- Attach additional copies of page 2 and page 3 of this form to include all required locations.
- Insert consecutive numbers for each location when using page 2 or page 3 of this form

BMP Name	BMP ID
Temporary Soil Stabilization	
Preservation of existing vegetation	SS-02
Hydraulic mulch	SS-03
Hydroseeding	SS-04
Soil binders	SS-05
Straw mulch	SS-06
Geotextiles, mats, plastic covers, and lined ditches	SS-07
Wood mulching	SS-08
Earth dikes, drainage swales and lined ditches	SS-09
Outlet protection and velocity dissipation devices	SS-10
Slope drains	SS-11
Streambank stabilization	SS-12
Temporary Sediment Control	
Silt fence	SC-01
Sediment or distilling basin	SC-02
Sediment trap	SC-03
Checkdams	SC-04
Fiber rolls	SC-05
Gravel bag berm	SC-06
Sandbag barrier	SC-08
Straw bale barrier	SC-09
Storm drain inlet protection	SC-10
Wind Erosion Control	
Wind erosion control	WE-01
Tracking Controls	
Stabilized construction entrance and exit	TC-01
Stabilized construction roadway	TC-02
Entrance and exit tire wash	TC-03
Street sweeping	TC-04

BMP Name	BMP ID
Non-Stormwater Management	
Water conservation practices	NS-01
Dewatering operations	NS-02
Paving and grinding operations	NS-03
Temporary stream crossing	NS-04
Clear water diversion	NS-05
Illegal connection or discharge detection and reporting	NS-06
Potable water and irrigation	NS-07
Vehicle and equipment cleaning	NS-08
Vehicle and equipment fueling	NS-09
Vehicle and equipment maintenance	NS-10
Pile-driving operations	NS-11
Concrete curing	NS-12
Material and equipment use over water	NS-13
Concrete finishing	NS-14
Structure demolition or removal over or adjacent to water	NS-15
Waste Management and Pollution Control	
Material delivery and storage	WM-01
Material use	WM-02
Stockpile management	WM-03
Spill prevention and control	WM-04
Solid waste management	WM-05
Hazardous waste management	WM-06
Contaminated soil management	WM-07
Concrete waste management	WM-08
Sanitary or septic waste management	WM-09
Liquid waste management	WM-10

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APPENDIX F

CEM-2030 STORMWATER SITE INSPECTION REPORT

Caltrans Forms Received 08-09-24

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

11-24-N-MC-1251

STORMWATER SITE INSPECTION REPORT

CEM-2030 (REV 12/2019)

PROJECT INFORMATION NAME AND SITE ADDRESS	CONTRACT NUMBER/CO/RTE/PM PROJECT IDENTIFIER NUMBER WDID NUMBER
CONTRACTOR NAME AND ADDRESS	PROJECT SITE RISK LEVEL ☐ Risk Level 1 ☐ N/A. WPCP ☐ Risk Level 2 ☐ N/A. Project resides in The Lake Tahoe Hydrologic Unit and is regulated under Order No. R6T-2016-0010, NPDES No. CAG616002 ☐ Risk Level 3
SUBMITTED BY CONTRACTOR (PRINT AND SIGN NAME)	DATE
WATER POLLUTION CONTROL MANAGER NAME AND COMPANY NAME	PHONE NUMBER EMERGENCY (24/7) PHONE NUMBER

GENERAL INFORMATION

INSPECTOR'S NAME	Accompanied by Caltrans staff? ☐ Yes ☐ No If Yes, Name/Initials _____	DATE OF INSPECTION

Weather Condition	Precipitation Condition		Wind Condition
☐ Clear	☐ None	☐ Heavy rain	☐ None
☐ Partly cloudy	☐ Misty	☐ Hail	☐ Less than 5 mph
☐ Cloudy	☐ Light rain	☐ Snow	☐ Greater than 5 mph
	☐ Rain		

Construction Phase	Site Information
☐ Highway construction	Total project area _____ acres
☐ Plant establishment	Total project disturbed soil area _____ acres
☐ Suspension of work (inactive site)	Current phase disturbed soil area _____ acres
	Current phase inactive disturbed soil _____ acres

Inspection Type *Check appropriate box(es)*	**Storm Information**	
☐ Weekly ☐ Annual Certification of Compliance ☐ Quarterly non-stormwater	Time elapsed since last storm _____ days	Precipitation amount from last storm _____ inches
☐ Pre-storm	Time storm is expected _____ (time) _____ (date)	Expected precipitation amount _____ inches
☐ During storm event	Time elapsed since storm began _____ hours-minutes	Precipitation amount from storm recorded from site rain gauge _____ inches
☐ Post storm	Time elapsed since storm _____ hours-minutes	Precipitation amount from storm recorded from site rain gauge _____ inches

Date	Daily Site Inspection of Best Management Practices (BMP) List Daily inspections for previous calendar week. Do not include weekly inspection.	Daily inspection performed by	Any corrective actions identified as completed or new?		If yes, were the actions added or verified on CEM-2035, as appropriate?		Date shown on corrective action form
			YES	NO	YES	NO	
			☐	☐	☐	☐	
			☐	☐	☐	☐	
			☐	☐	☐	☐	
			☐	☐	☐	☐	
			☐	☐	☐	☐	

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Caltrans Permits Received 08-09-24

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

11-24-N-MC-1251

STORMWATER SITE INSPECTION REPORT

CEM-2030 (REV 12/2019)

PROJECT INFORMATION NAME AND SITE ADDRESS	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER
	WDID NUMBER

Site Inspection of Best Management Practices

If this form will be completed by hand in the field, click on "Show Entire Form" button at the top of page one to expand the sections, then print the form to take to the field. If the inspection form does not contain enough lines for all locations, use the "Add Item" button so that all BMP locations are inspected and reported.

Preservation of Existing Vegetation ☒ Yes ☐ No	Right location?		Properly installed?		Maintenance or repair necessary?		Photos?	Comments and Required Actions
	Yes	No	Yes	No	Yes	No	Yes	
Location 1								
Location 2								
Location 3								

Disturbed Soil Area (DSA) Management ☒ Yes ☐ No List all potential DSAs by location	Has area been disturbed? If no, stop here.		Date DSA first disturbed?	Is the DSA inactive and listed as a location on both temporary soil stabilization and temporary linear sediment barriers? If yes, stop here.		Is there a storm event forecasted? If yes, stop here and take action.		Are there construction activities currently in progress within the DSA? If yes, stop here.		If no to previous question, what is the last day construction activities were in progress?	How many days has the DSA been inactive? If more then 14 days, take action.
	Yes	No	Date	Yes	No	Yes	No	Yes	No	Date	Days
Location 1											
Location 2											

Notes:

1. If it has been 14 days since a DSA has had active construction activities, the DSA is inactive and must be reported as a location on temporary soil stabilization and temporary linear sediment barriers.
2. DSAs must have erosion control and have temporary linear sediment barriers installed prior to a storm event.

Location Number	Comments / Corrective Actions	Action No.
1		
2		

Temporary Soil Stabilization ☒ Yes ☐ No	Inactive areas covered?		100% coverage of required areas?		Stabilized areas free from visible erosion?		Photos?	Comments and Required Actions	Action No.
	Yes	No	Yes	No	Yes	No	Yes		
Location 1									
Location 2									
Location 3									

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STORMWATER SITE INSPECTION REPORT

CEM-2030 (REV 12/2019)

PROJECT INFORMATION NAME AND SITE ADDRESS	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER
	WDID NUMBER

Site Inspection of Best Management Practices, continued

For project specific BMPs, insert the BMP name and additional inspection requirements below.

Temporary Linear Sediment Barriers ☒ Yes ☐ No	Right location?		Properly installed or cross barriers installed?		Maintenance performed when 1/3 height or repair needed?		Photos?	Comments and Required Actions	Action No.
	Yes	No	Yes	No	Yes	No	Yes		
Location 1									
Location 2									
Location 3									

Storm Drain Inlet Protection ☒ Yes ☐ No	All inlets protected?		Properly installed?		Maintenance or repair needed?		Photos?	Comments and Required Actions	Action No.
	Yes	No	Yes	No	Yes	No	Yes		
Location 1									
Location 2									
Location 3									

Stockpile Management ☒ Yes ☐ No	Date stockpile created	Is the stockpile listed as a location on stockpile management inactive stockpiles? If yes, stop here.		Is there a storm event forecasted? If yes, stop here and take action.		Is stockpile being actively used? If yes, stop here.		If no to previous question, what is the last day stockpile was actively used?	How long since stockpile actively used?	Has it been 3 days since the stockpile has been actively used? If yes, take action.	
	Date	Yes	No	Yes	No	Yes	No	Date	Days	Yes	No
Location 1											
Location 2											

Notes:

1. If it has been 3 days (72 hours) since a stockpile has been active then the stockpile is inactive and must be reported as a location on stockpile management inactive stockpiles.
2. Stockpiles must be covered and have perimeter control installed prior to a storm event.

Location Number	Comments / Corrective Actions	Photos? Yes	Action No.
1			
2			

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	WDID NUMBER

Inactive Stockpile Management ☒ Yes ☐ No	Type of Material or Waste	Is the stockpile properly located?		Is the stockpile covered?		Does the stockpile have a perimeter control?		Does the stockpile need maintenance or repair?	
		Yes	No	Yes	No	Yes	No	Yes	No
Location 1									
Location 2									

Location Number	Comments / Corrective Actions	Photos? Yes	Action No.
1			
2			

Sediment and Desilting Basins ☒ Yes ☐ No	Are basin inlets, outlets, and spillways in working order?		Is water contained in basin?		Is maintenance needed to provide required retention or detention?		Photos?	Comments and Required Actions	Action No.
	Yes	No	Yes	No	Yes	No	Yes		
Location 1									
Location 2									
Location 3									

Tracking Controls ☒ Yes ☐ No	Do all entrances and exits have tracking controls?		Is pavement free from visible sediment tracking?		Does sediment need to be removed from rock or ribbed plates?		Is daily sweeping done?		Photos?	Comments and Required Actions	Action No.
	Yes	No	Yes	No	Yes	No	Yes	No	Yes		
Location 1											
Location 2											
Location 3											

Wind Erosion Control ☒ Yes ☐ No	Water trucks on-site?		Visible dust?		Photos?	Comments and Required Actions	Action No.
	Yes	No	Yes	No	Yes		
Location 1							
Location 2							
Location 3							

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	PROJECT IDENTIFIER NUMBER
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Dewatering Operations ☒ Yes ☐ No

	Dewatering currently active?		Dewatering conforms with RWQCB permit?		Dewatering discharge within discharge specified limitations?		Photos?	Comments and Required Actions	Action No.
	Yes	No	Yes	No	Yes	No	Yes		
Location 1									
Location 2									
Location 3									

Temporary Stream Crossing ☒ Yes ☐ No

	Constructed as shown on the plan?		Conforms to 404 permit and 1601 agreement requirements?		Maintenance or repair required?		Photos?	Comments and Required Actions	Action No.
	Yes	No	Yes	No	Yes	No	Yes		
Location 1									
Location 2									
Location 3									

Material Storage ☒ Yes ☐ No

	Located away from drainage courses and water courses?		Areas protected from run on and runoff?		Bagged and boxed materials stored on pallets?		Areas reasonably clean and free of spills, leaks, and other material?		Is material inventory up to date?		Liquid materials in secondary containment?		Photos?
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes
Location 1													
Location 2													
Location 3													

	Comments and Required Actions	Action No.
Location 1		
Location 2		
Location 3		

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PROJECT INFORMATION NAME AND SITE ADDRESS	CONTRACT NUMBER/CO/RTE/PM
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	WDID NUMBER

Waste Management Sanitation Facilities ☒ Yes ☐ No	Located away from drainage courses and water courses?		Secured to ground or foundation?		Clean and has adequate capacity?		Ground checked for any spills or leaks?		Any spills or leaks found?		Photos?
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes
Location 1											
Location 2											
Location 3											

Location Number	Comments / Corrective Actions	Action No.
1		
2		
3		

Project-specific BMP ☒ Yes ☐ No	Properly located?		Properly installed?		Maintenance or repair needed?		Photos?	Comments and Required Actions	Action No.
	Yes	No	Yes	No	Yes	No	Yes		
Location 1									
Location 2									
Location 3									

Project-specific BMP ☒ Yes ☐ No	Properly located?		Properly installed?		Maintenance or repair needed?						Photos?
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes
Location 1											
Location 2											
Location 3											

	Comments and Required Actions	Action No.
Location 1		
Location 2		
Location 3		

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PROJECT INFORMATION NAME AND SITE ADDRESS	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER
	WDID NUMBER

Site Inspection Report General Comments

Are the BMPs installed as required by the Stormwater Pollution Prevention Plan for the phase of construction?

☐ Yes ☐ No

Does the SWPPP need to be amended?

☐ Yes ☐ No

Does the SWPPP currently reflect the current site conditions and contractor operations?

☐ Yes ☐ No

Is hazardous waste stored on the jobsite?

☐ Yes ☐ No

Are there water pollution control concerns on the project site not addressed by the comments and required actions shown above for BMPs, based on the field review of the jobsite?

☐ Yes ☐ No *If yes, provide details, comments, and required actions below for each location.*

Location	Water Pollution Control Concern	Comments and Required Actions	Action No.

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STORMWATER SITE INSPECTION REPORT

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PROJECT INFORMATION NAME AND SITE ADDRESS	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER
	WDID NUMBER

Stormwater Inspection Report Certification

I certify under penalty of law that this Stormwater Inspection Report was performed in accordance with the General Permit. The information contained in this inspection report was gathered from a field site inspection. I am aware that Section 309 (c)(4) of the Clean Water Act provides for significant penalties, including fines and imprisonment for knowingly submitting a false material statement, representation, or certification.

Stormwater Inspector (Name)	Date Report Completed
Stormwater Inspector (Signature)	

I certify under penalty of law that this Stormwater Inspection Report was performed in accordance with the General Permit by me or under my direction or supervision. The information contained in this inspection report was gathered and evaluated by qualified personnel prior to submittal. Based on my review of the information and inquiry of those who gathered and evaluated the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

I am aware that Section 309 (c)(4) of the Clean Water Act provides for significant penalties, including fines and imprisonment for knowingly submitting a false material statement, representation, or certification.

Water Pollution Control Manager (Name)	Date
Water Pollution Control Manager (Signature)	

Stormwater Inspection Report Acceptance

If hazardous waste is stored on the jobsite, the resident engineer should notify the district hazardous waste coordinator.

Was the District Hazardous Waste Coordinator notified?

- ☐ N/A, no hazardous waste stored on the jobsite
- ☐ YES, Date _____ Time _____
- ☐ NO

Accepted by Resident Engineer (Print Name)	Date
Resident Engineer (Signature)	

Instructions

General Information

- Construction General Permit attachments C, D, and E, Section G.5. require the information on this form.
- If the inspection form does not contain enough lines to report all locations on a jobsite, click on the "Add Item" button so that all locations are inspected and reported.
- Obtain forecasted precipitation information from the National Weather Service Forecast Office website, https://www.weather.gov/forecastmaps.
- Weather information should be the best estimate of the beginning of the storm event, duration of the event, and time elapsed since the last storm.
- Rainfall amounts should be recorded from the project site rain gauge.
- "Daily Site Inspection of Best Management Practices" section is to be filled out by the water pollution control manager.

Storm Visual Inspections

- For non-visible pollutant inspections, report on all locations shown in the Stormwater Pollution Prevention Plan.

Required Actions

- All corrective actions identified in this report must also be recorded on Form CEM-2035, "Stormwater Corrective Actions Summary."
- Locations identified where BMPs are failing or have other shortcomings require implementation of repairs or design changes within 72 hours of identification, and BMP repairs or other changes must be completed as soon as possible.

APPENDIX G

CEM-2035 STORMWATER SITE INSPECTION REPORT
CORRECTIVE ACTIONS SUMMARY

California Permits Received 08-09-24

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

STORMWATER CORRECTIVE ACTIONS SUMMARY

CEM-2035 (REV 02/2018)

11-24-N-MC-1251

PROJECT INFORMATION NAME AND SITE ADDRESS	CONTACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFICATION NUMBER
	WDID NUMBER
CONTRACTOR NAME AND ADDRESS	SWPPP PROJECT SITE RISK LEVEL ☐ Risk Level 1 ☐ N/A. WPCP ☐ Risk Level 2 ☐ N/A. Project resides in the Lake Tahoe Hydrologic Unit and is regulated under Order No. R6T-2011-0019, NPDES No.CAG61002 ☐ Risk Level 3
Submitted by contractor (print and sign name)	Date

Implement required actions identified in this Stormwater Corrective Actions Summary as soon as possible, but actions must begin within 72 hours of the site inspection, or be completed before the next predicted rain event, whichever is sooner.

Corrective Action Number	Verification of Stormwater Site Inspection Corrective Action	Date Corrective Actions Identified
	BMP Type	Location
	Required Action	Verified by (print name and title)
	Date Completed	Verified by (signature)
	Comments	
	BMP Type	Location
	Required Action	Verified by (print name and title)
	Date Completed	Verified by (signature)
	Comments	
	BMP Type	Location
	Required Action	Verified by (print name and title)
	Date Completed	Verified by (signature)
	Comments	
	BMP Type	Location
	Required Action	Verified by (print name and title)
	Date Completed	Verified by (signature)
	Comments	

Add Page | Delete Page

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STORMWATER CORRECTIVE ACTIONS SUMMARY

CEM-2035 (REV 02/2018)

PROJECT INFORMATION NAME AND SITE ADDRESS	CONTACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFICATION NUMBER
	WDID NUMBER

Stormwater Site Inspection Report Corrective Action Summary Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision according to a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the people who manage the system or are directly responsible for gathering the information, the information submitted is true, accurate, and complete to the best of my knowledge and belief. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment of knowing violations.

Water Pollution Control Manager (name)	Date

Water Pollution Control Manager (signature)

Stormwater Site Inspection Report Corrective Action Summary Acceptance

Resident Engineer (name)	Date

Resident Engineer (signature)

Instructions

General Information

- If the summary form does not have enough lines to report all required actions, use additional copies of this form's page 1 to report all required corrective actions from an Inspection form.
- On page 1 of this form and additional copies of page 1, insert consecutive numbers for each required corrective action.

Required Actions

- Identified locations - where BMPs are failing or have other shortcomings - required repairs or design changes within 72 hours of identification and complete BMP repairs or other changes as soon as possible, or before the next predicted rain event, whichever is sooner, per the Lake Tahoe Hydrologic Unit Permit.
- Daily inspection required for waste containers (covered at end of shift), tracking, and other per project specifications.

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APPENDIX H

CEM-2061SW NOTICE OF DISCHARGE REPORT

Caltrans Permits Received 08-09-24

STATE OF CALIFORNIA—DEPARTMENT OF TRANSPORTATION

11-24-N-MC-1251

NOTICE OF DISCHARGE REPORT

CEM-2061 (REV 01/2018)

PROJECT INFORMATION NAME AND SITE ADDRESS	CONTRACT NUMBER/CO/RTE/PM WDID NUMBER DISCHARGE REPORT NUMBER
CONTRACTOR NAME AND ADDRESS	PROJECT SITE RISK LEVEL ☐ Risk Level 1 ☐ Risk Level 2 ☐ Risk Level 3 ☐ N/A. WPCP
Submitted by contractor (print and sign name)	Date

A. Discharge Information

Discharge Location	Discharge Type ☐ Stormwater ☐ Authorized non-stormwater ☐ Non-authorized non-stormwater ☐ Other
Discharge samples taken? ☐ YES ☐ NO If yes, complete Section E	Discharge identified by Name: _____ Title: _____ Date/Time: _____

Date and time water pollution control manager notified of discharge:

Date and time resident engineer or district construction stormwater coordinator notified of discharge:

B. Discharge Information

Describe the discharge, based on a visual observation; estimate discharge quantities:	Photographs ☐ YES ☐ NO
Describe the source and the operation that cause the discharge:	☐ YES ☐ NO

Describe existing BMPs at the discharge location:

C. Field Response

Was the discharge eliminated? ☐ YES ☐ NO

Describe changes in operation and BMPs implemented to eliminate the discharge and control the source:

Corrective action plan and implementation schedule:

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

Caltrans Permits Received 08-09-24

DISCHARGE REPORT NUMBER

D. Assessment of Discharge

Discussion of the discharge event: how, why, whether the discharge was preventable, etc., who participated (required: WPC Manager, RE, contractor's field superintendent)?

Future corrective actions to minimize or eliminate (provide a schedule and list responsible parties):

Were quantities estimated in Section B corrected by field measurements?

E. Sampling and Analysis Results

Required when discharge samples are taken. Attach CEM-2052 or lab results report.

- Are discharge samples taken? ☐ YES ☐ NO
- Is CEM-2052 attached? ☐ YES ☐ NO ☐ N/A
- Is lab results report attached? ☐ YES ☐ NO ☐ RESULTS PENDING
- If applicable, provide lab information: lab name, contract name, date samples sent, attach a copy of chain of custody, etc.

F. Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, to the best of my knowledge and belief, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

Water Pollution Control Manager (name)	WPC Manager Phone Number
Water Pollution Control Manager (signature)	Date

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STATE OF CALIFORNIA—DEPARTMENT OF TRANSPORTATION

11-24-N-MC-1251

NOTICE OF DISCHARGE REPORT

CEM-2061 (REV 01/2018)

DISCHARGE REPORT NUMBER

For Caltrans Use

Accepted by Resident Engineer (name)	Date
Resident Engineer (signature)	

Discharge reported by telephone or email to the Regional Water Quality Control Board (RWQCB)?	Date discharge reported to RWQCB	Reported by
A. Immediately and no later than 2 hours after discovery (sewage discharging)? ☐ YES ☐ NO B. Within 24 hours (project specific)? ☐ YES ☐ NO C. As soon as possible but within 48 hours? ☐ YES ☐ NO		
Notice of Discharge Report submitted to RWQCB within 14 days (3 days for District 7 and District 11)?	**Date report submitted to RWQCB**	**Resident Engineer or DCSWC initials**
A. Within 24 hours (sewage discharge)? ☐ YES ☐ NO B. Within 14 days? ☐ YES ☐ NO C. Within _____ days (project specific)? ☐ YES ☐ NO		

Instructions

GENERAL INFORMATION

- This form is required for compliance with provisions in Section E.2.c, "Monitoring and Discharge Characterization Requirements," of the National Pollutant Discharge Elimination System (NPDES) Permit Statewide Storm Water Permit and Waste Discharge Requirements (WDRs) for the State of California, Department of Transportation, Order No. 2012-0011-DWQ, NPDES No. CAS000003.
- This form is to be completed when the contractor, Caltrans, State Water Resources Control Board, or Regional Water Quality Control Board staff determines that stormwater discharges, authorized non-stormwater discharges, or non-authorized, non-stormwater discharges are causing or contributing to an exceedance of an applicable water quality standard.
- This form is appropriate when there is evidence of a discharge that occurred outside of business hours where no sampling occurred.
- This form is appropriate when there is a discharge of AC grindings; concrete debris, rubble, or fines; dry materials; construction wastes; or, contaminated soils or sediment.
- When a discharge occurs, Section C is used to describe the maintenance or repair of BMPs that were done and Section D is used to describe BMPs that will be implemented in the future.
- Water quality standards are contained in the Statewide Water Quality Control Plan or applicable Regional Water Quality Control Boards (RWQCBs) Basin Plan.
- Sampling guidance is found in the current edition of the *Construction Site Monitoring Program Guidance Manual*.
- If sampling is done, effluent samples must be collected.
- Include a copy of the completed form in the project Storm Water Pollution Prevention Plan (SWPPP) files.

FORM

- **Contract Number/Co/Rte/PM**
  For encroachment permit projects, write the local agency or private entity encroachment permit number in the contract number field.
- **Discharge Information**
  Do not leave any subsection blank. Caltrans permit specifically requires Caltrans to submit the information in this section to RWQCBs. For non-stormwater discharges, describe the construction operation or activity that caused the discharge.
- **Field Response**
  Corrective action plan must include a description of maintenance or repair for existing BMPs and an implementation schedule for future BMP changes or implementation.
- **Sampling and Analysis Results**
  Leave this section blank if the no box is checked for discharge samples taken.
- **Notice of Discharge Report Certification**
  For instruction on reporting timelines, see Section 9.4, Noncompliance Reporting, of Statewide Stormwater Management Plan, May 2003.

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

NOTICE OF COMPLETION

TR-0128 (REV 06/01) CT #7541-5529-1

PERMIT NO: **11-24-N-MC-1251**

DIST/CO/RTE/PM: **11/IMP/115/34.76**

Dear Sir or Madam:

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

DATE

SIGNATURE OF PERMITTEE

FM 92 1546 M

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

ENCROACHMENT PERMIT GENERAL PROVISIONS

TR-0045 (REV. 12/2022)

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

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

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

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

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

10. **PERMIT AT WORKSITE:** Permittee and Permittee's authorized contractors/agents must keep the permit package and current list of authorized contractors/agents, or copies thereof, at the work site at all times and must show such documents upon request to any Department representative or law enforcement officer. If the permit package or current list of authorized contractors/agents, or copies thereof, are not kept and made available at the work site at all times, then all work must be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee's project site. When existing encroachments conflict with Permittee's work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).
12. **PERMITS, APPROVALS, AND CONCURRENCES FROM OTHER AGENCIES AND/OR ENTITIES:** This encroachment permit is invalidated if the Permittee has not obtained all permits, approvals, and concurrences necessary and required by law, including but not limited to those from the California Public Utilities Commission ("CPUC"), California Occupational Safety and Health Administration ("Cal-OSHA"), local and state and federal environmental agencies, the California Coastal Commission, and any other public agency and/or entity having jurisdiction. Permittee is responsible for providing notice of the encroachment to, and obtaining concurrence from, any person or entity (whether public or private) affected by the scope of work described in the encroachment permit, regardless of whether such notice or concurrence is required by law; the Department is not responsible to provide such notice or obtain such concurrence. Permittee warrants all such permits, approvals, and concurrences have been obtained before beginning work under this encroachment permit. The Department may, at the Department's discretion, require the Permittee to demonstrate that Permittee has obtained all such permits, approvals, and concurrences, and Permittee shall demonstrate this at the time and in the manner specified by the Department.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe continuous passageway must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.04 "Public Safety," and to Section 12-4.04 "Temporary Pedestrian Access Routes," and to Section 16-2.02 "Temporary Pedestrian Facility," of the Department's Standard Specifications, and to California Vehicle Code section 21760, subdivision (c).
14. **PUBLIC TRAFFIC CONTROL:** The Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety as required by law and/or the Department. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.

    Lane, Bike Lane, Sidewalk, Crosswalk, and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for Temporary Traffic Control Systems & Temporary Pedestrian Access Routes, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.
15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public (motorized vehicles, unmotorized vehicles such as bicycles, pedestrians, person(s) with disabilities, etc.), such that traffic is not unreasonably delayed.
16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department's Standard Specifications.
17. **CARE OF DRAINAGE:** Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY:** Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).
19. **STATE HIGHWAY RIGHT-OF-WAY CLEAN UP:** Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.
20. **COST OF WORK:** Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs

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

21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
22. **AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
    a) Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
    b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
    c) The plans are to be prominently stamped or otherwise noted "AS-BUILT" by the Permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
    d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
    e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
    f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.
24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:
    a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
    b) The local public agency Permittee must defend, indemnify, and hold harmless the United States, the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.
26. **ENVIRONMENTAL:**
    a) ARCHAEOLOGICAL/HISTORICAL: If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.
    b) HAZARDOUS MATERIALS: If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous

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

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

c) BIOLOGICAL: If any regional, state, or federally listed biological resource is identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified biologist who must evaluate the site at Permittee's sole expense, and make recommendations to the Department's representative regarding the continuance of work.

27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
28. **LIABILITY, DEFENSE, AND INDEMNITY:** The Permittee agrees to indemnify and save harmless the United States, the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee, or by anyone acting for or on behalf of the Permittee, to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

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

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

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

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

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

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

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

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

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

29. **NO PRECEDENT ESTABLISHED:** This encroachment permit is issued with the understanding that it does not establish a precedent.
30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**
    a) As part of the consideration for being issued this encroachment permit, the Permittee, on behalf of Permittee and on behalf of Permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:
        i) No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
        ii) That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
        iii) That such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.
        iv) That the Permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.
    b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon and hold the same as if said permit had never been made or issued.
31. **MAINTENANCE:** The Permittee is responsible at Permittee's sole expense for the encroachment, and the inspection, maintenance, repair, and condition thereof, and is responsible to ensure the encroachment does not negatively impact State highway safety, maintenance, operations, construction, State facilities, activities related to construction/reconstruction, or other encroachments. The Permittee's obligations in the preceding sentence take effect immediately upon issuance of this encroachment permit and continue until the encroachment is entirely and permanently removed. Additional encroachment permits or approval documents may be required authorizing work related to inspection, repair, and/or maintenance activities. Contact the Department for information.
32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the United States, the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.

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

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

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

34. **FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed by or on behalf of the Department to correct or remedy issues created by the Permittee or by others acting on behalf of the Permittee, including but not limited to hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee or by others acting on behalf of the Permittee.
35. **LANE CLOSURE REQUEST SUBMITTALS AND NOTIFICATION OF CLOSURES TO THE DEPARTMENT:** Lane closure request submittals and notifications must be in accordance with Section 12-4.02, and Section 12.4-04, of the Department's Standard Specifications or as directed by the Department's representative. The Permittee must notify the Department's representative and the Traffic Management Center ("TMC") before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.
36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The Permittee, upon notification by the Department's representative, must immediately suspend all traffic lane, bike lane, sidewalk, crosswalk, and/or shoulder closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the Permittee.
37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code section 4216 et seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The Permittee must provide notification to the Department representative at least five (5) business days before, and the regional notification center at least forty-eight (48) hours before, performing any excavation work within the State highway right-of-way.
38. **COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA):** All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code section 4450 et seq., which require public facilities be made accessible to persons with disabilities.

    Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects" and Standard Plans & Specifications on "Temporary Pedestrian Access Routes."
39. **STORMWATER:** The Permittee is responsible for full compliance with the following:
    a) For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under Order No. 2012-0011-DWQ, NPDES No CAS000003; and
    b) In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit Order No. 2009-0009-DWQ, NPDES No CAS000002; and
    c) In addition, for projects disturbing one acre or more of soil in the Lahontan Region with Order No. R6T-2016-0010, NPDES No CAG616002.
    d) For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.

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13. **AIR POLLUTION CONTROL DISTRICT REQUIREMENTS**

A. The Contractor shall be required to comply with the County of Imperial Air Pollution Control District's requirements. County of Imperial Air Pollution Control District forms, requirements and information are available via the internet at https://apcd.imperialcounty.org/

B. The Contractor shall be responsible for completing, submitting and implementing the Construction Notification Form and Dust Control Plan as required by the Imperial County Air Pollution Control District. The Construction Notification Form and Dust Control Plan template forms follow this specification section.

Imperial County Air Pollution Control District
Construction Notification Form

Project Information	
Project Name:	
Project Address:	
Major X-Streets:	
City:	County:
Expected Construction Start Date:	Total project site area: _____ Acres
End Date:	Total disturbed surface area: _____ Acres
The project is: ☐ Residential	☐ Non-residential (commercial, industrial, institutional, pulbic, etc.)

Construction activities on any site will include ten acres or more of disturbed surface area for residential developments, or five acres or more for non-resiential developments, are required to submit a Dust Control Plan to the District prior to the start of any construction activity. The Construction Notification Form may not be used to circumvent any Dust Control Plan requirement.

Contacts		
Property Owner:		
Address:		
City / State / Zip:		
Phone:	Fax:	Cell:
Developer:		
Address:		
City / State / Zip:		
Contact Person:		
Phone:	Fax:	Cell:
General Contractor:		
Address:		
City / State / Zip:		
Contact Person:		
Phone:	Fax:	Cell:
Other Contact:		
Company:		
Address:		
City / State / Zip:		
Phone:	Fax:	Cell:

Mailing Address: 150 South 9th Street
El Centro, CA 92243
Office: (760) 482-4606
Fax: (760) 353-9904

AIR POLLUTION CONTROL DISTRICT
150 S. 9th Street, El Centro, CA 92243
Ph. (760) 482-4606
Fax (760) 353-9904

SAMPLE FORMAT
CONSTRUCTION
DUST CONTROL PLAN

REGULATION VIII - Rules 800-805

PROJECT IDENTIFICATION

Project Name _____ Project CUP # _____

Legal Name/Company _____ City _____

Contact name _____ Contact Phone _____

Description of the location of the project; such as Address and major cross roads

PROJECT CONTACTS

In order to comply with the requirements of Regulation VIII all contacts responsible for the submittal and implementation of the Dust Control Plan shall be identified below with an explanation of the responsibility of each contact. If additional space is needed please attach a sheet. (Rule 801, subsection F.2.c.1)

NAME _____ **TITLE** _____

PHONE NUMBER _____ **E-MAIL ADDRESS** _____

Describe the association the named person above has to the identified project. What are that person's duties, responsibilities. Does the person named above have the primary responsibility for implementing the Dust Control Plan? Is this person responsible for the project site?

NAME _____ **TITLE** _____

PHONE NUMBER _____ **E-MAIL ADDRESS** _____

Describe the association the named person above has to the identified project. What are that person's duties, responsibilities. Does the person named above have the primary responsibility for implementing the Dust Control Plan? Is this person responsible for the project site?

Please identify any known contractors, names, phone contact person etc., hired to work on the project site on separate cover.

AIR POLLUTION CONTROL DISTRICT
150 S. 9th Street, El Centro, CA 92243
Ph. (760) 482-4606
Fax (760) 353-9904

SAMPLE FORMAT
CONSTRUCTION
DUST CONTROL PLAN

Project Name _____ Project CUP # _____

PROJECT CONSTRUCTION OPERATIONS

Provide pertinent information concerning the projects **construction operations** - include a **plot plan** (which may be a tract map, site map or topographic map) which identifies the boundaries of the project, existing roads (including but not limited to paved, unpaved road ways, highways and freeways), where new proposed roads will be constructed, where the staging areas will be located, easements, entry and exit points (include whether these entry points will be permanent or temporary), whether or not sensitive receptors are adjacent to the project (including but not limited to residential areas, schools, day cares, churches, hospitals, nursing facilities, commercial and/or retail), include the distance between the project and the sensitive receptors and any other information as to allow for the proper evaluation of dust generating point sources and their impact. (Rule 801, subsection F.2.c.2&5)

The following checklist is provided solely as a guide and is not meant to be all inclusive. During the Plot Plan review process the Air District may identify additional dust generating point sources. For those instances where additional sources, not listed, have been identified please list under other. (Rule 801 subsection F.2.c.2&5)

List all identified actual and potential sources of fugitive dust emissions

- ☐ Bulk material handling and storage areas.
- ☐ Paved and unpaved access roads, haul roads, traffic areas, and equipment storage yards.
- ☐ Exit points where carryout and trackout onto paved public roads may occur.
- ☐ Water supply locations if water application will be used for controlling visible dust emissions.
- ☐ Other list below.

Check or list the relative locations of sensitive receptors within ¼ mile of the project. (Rule 407, Nuisance)

- ☐ No sensitive receptors within ¼ mile of the project.
- ☐ Residential areas, schools, day care, churches, hospitals, nursing facilities, commercial, retail, etc.
- ☐ Freeways, roads, or traffic areas that may be affected by the dust generating activities.
- ☐ Other list below.

AIR POLLUTION CONTROL DISTRICT
150 S. 9th Street, El Centro, CA 92243
Ph. (760) 482-4606
Fax (760) 353-9904

SAMPLE FORMAT
CONSTRUCTION
DUST CONTROL PLAN

Project Name _____ Project CUP # _____

DISTURBED SURFACE AREA

Report the total area of land surface to be disturbed, the daily throughput volume of earthmovement in cubic yards and the total area in acres of the entire project site. (Rule 801, subsection F.2.c.3&4)

Total area of project site _____ Acres Total surface area to be disturbed _____ Acres

Total disturbed areas left inactive for more than seven days

_____ Acres

Daily average throughput volume of earthmoving _____ Cubic Yards

Daily maximum throughput volume of earthmoving _____ Cubic Yards

OTHER SITES

Identify whether any other locations should be included with this plan that are involved with this project. An example may include listing any site where materials will be imported from or exported to.

☐ No other locations are included with this project

Location 1: _____

☐ No Dust Control Plan Required ☐ Included with this plan ☐ Included with another plan

Location 2: _____

☐ No Dust Control Plan Required ☐ Included with this plan ☐ Included with another plan

Location 3: _____

☐ No Dust Control Plan Required ☐ Included with this plan ☐ Included with another plan

DUST GENERATING ACTIVITY DATES

EXPECTED CONTRUCTION START AND END DATES

IF CONSTRUCTION IS NOT PHASED SIMPLY INCLUDE THE START AND END DATES UNDER THE PHASE 1 OPTION

Phase 1 Start Date _____
Phase 1 End Date _____
Phase 2 Start Date _____
Phase 2 End Date _____
Phase 3 Start Date _____
Phase 3 End Date _____
Phase 4 Start Date _____
Phase 4 Start Date _____

AIR POLLUTION CONTROL DISTRICT
150 S. 9th Street, El Centro, CA 92243
Ph. (760) 482-4606
Fax (760) 353-9904

SAMPLE FORMAT
CONSTRUCTION
DUST CONTROL PLAN

Project Name _____ Project CUP # _____

MINIMUM REQUIREMENTS

This section describes the minimum requirements for limiting visible dust emissions from activities that cause fugitive dust emissions. Each category must have one requirement check marked. (Rule 801 section F) For Enhanced Measures check all that apply.

Structural Demolition

☐ No demolitions are planned for this project explain below.

☐ Asbestos NESHAP notification has been submitted to the ARB and copy to the District.
Date notification submitted _____

Pre-Activity (Rule 801 subsection F.1.a)

☐ Not applicable for this project explain below.

☐ The site will be pre-watered and work will be phased to reduce the amount of disturbed surface area at any one time. *(Complete section M-1 beginning with page 7)*

Active Operations (Rule 801, subsection F.1.b)

☐ Application of water or Chemical Stabilizers to earthmoving activities. *(Complete sections M-1 and/or M-2)*

☐ Construct & maintain wind barriers to limit visible dust emissions to 20%. *(Complete section M-3)*

Temporary stabilization: areas unused for seven or more days (Rule 801 subsection F.1.c)

☐ Not applicable for this project explain below.

☐ Vehicular access will be restricted and water or dust suppressants will be applied and maintained at all unvegetated areas. *(Complete sections M-2 and/or section M-3)*

AIR POLLUTION CONTROL DISTRICT
150 S. 9th Street, El Centro, CA 92243
Ph. (760) 482-4606
Fax (760) 353-9904

SAMPLE FORMAT
CONSTRUCTION
DUST CONTROL PLAN

Project Name _____ Project CUP # _____

MINIMUM REQUIREMENTS CONTINUED

This section describes the minimum requirements for limiting visible dust emissions from activities that cause fugitive dust emissions. Each category must have one requirement check marked. (Rule 801 section F) For Enhanced Measures check all that apply.

Unpaved Access, Haul Roads, Traffic & Equipment Storage Areas (Rule 805)

☐ Not applicable for this project explain below.

☐ Apply water or dust suppressants to unpaved haul and access roads. *(Complete sections M-1 and/or M-2)*

☐ Method of restricting unauthorized vehicle access. *(Complete section M-3)*

☐ Water or dust suppressants will be applied to vehicle traffic and equipment storage areas. (Complete sec M-1 and/or M-2)

☐ Establish vegetation on all previously disturbed areas .*(Complete section M-3)*

Outdoor Handling of Bulk Materials (Rule 802)

☐ No bulk materials will be handled during this project explain below.

☐ Water or dust suppressants will be applied when handling bulk materials. *(Complete sections M-1 and/or M-2)*

☐ Protection from wind erosion by sheltering or enclosing the operation and transfer line. *(Complete section M-3)*

Outdoor Storage of Bulk Materials (Rule 802)

☐ No bulk materials will be stored during this project explain below.

☐ Water or dust suppressants will be applied to storage piles. *(Complete sections M-1 and/or M-2)*

☐ Storage piles will be covered with tarps, plastic or other suitable material and anchored in such a manner that prevents the cover from being removed by wind action. *(Complete section M-3)*

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SAMPLE FORMAT
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DUST CONTROL PLAN

Project Name _____ Project CUP # _____

MINIMUM REQUIREMENTS CONTINUED

This section describes the minimum requirements for limiting visible dust emissions from activities that cause fugitive dust emissions. Each category must have one requirement check marked. (Rule 801 section F) For Enhanced Measures check all that apply.

On-Site/Off Site Transporting of Bulk Materials

☐ No bulk materials will be transported on the project site explain below.

☐ Haul trucks will be covered with a tarp or other suitable cover. *(Complete section M-5)*

☐ All haul trucks will be loaded such that the freeboard is not less than six inches when transported across any paved public access road. *(Complete section M-5)*

☐ Cargo compartments are maintained so that ***no*** spillage and loss of bulk material will occur from holes or other openings in the floor, side and/or tailgate. *(Complete section M-5)*

☐ Cargo compartment is to be cleaned and/or washed at delivery site after removal of Bulk Material. *(Complete section M-5)*

Enhanced Measures: ***According to Regulation VIII stabilization must be met at all times. See Rule 801 subsection D.2***

☐ Cease dust generating activities when wind speeds exceed 25mph. *(Records of wind speeds and wind gusts must be maintained and provided to the APCD upon request.)*

☐ Application of water or dust suppressants once per hour when wind speeds exceed 15mph. *(Records of wind speeds and wind gusts must be maintained and provided to the APCD upon request.)*

☐ Apply water to maintain 12% soil moisture content when wind speed exceeds 15mph. *(Records of wind speeds and wind gusts must be maintained and provided to the APCD upon request.)*

☐ Construct fences 3-5 feet high with 50% or less porosity in conjunction with water application or dust suppressant when wind speeds exceed 15mph. *(Records of wind speeds and wind gusts must be maintained and provided to the APCD upon request.)*

☐ OTHER - If necessary attach separate sheet.

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SAMPLE FORMAT
CONSTRUCTION
DUST CONTROL PLAN

SECTION M-1

Project Name _____ Project CUP # _____

WATER APPLICATION

Complete this section if water application will be used as a control method for limiting visible dust emissions and stabilizing surface areas. Check and answer all sections that apply to this project. In addition, if there is no intention of applying water to any phase of the project explain below. (Rule 801 section F)

NO WATER APPLICATION - EXPLAIN?

WATER APPLICATION SUPPLY - THE LOCATION OF EACH MUST BE IDENTIFED ON THE PLOT PLAN

☐ Fire hydrants
Number of hydrants available On-Site _____ Off-Site _____
Approval granted by the owner or public agency to use their fire hydrants for this project.
Owner or Agency granting approval _____
Contact Name and phone number _____

☐ Storage tanks Number of tanks _____ Capacity of each _____

☐ Wells Number of wells _____ Flow rate of each well _____

☐ Canal, River, Pond, Lake etc.
Approval granted by the owner or public agency to use their water source for this project
Owner or Agency granting approval _____
Contact Name and phone number _____

☐ Other explain

SECTION M-1 CONTINUED

Project Name _____ Project CUP # _____

WATER APPLICATION CONTINUED

Complete this section if water application will be used as a control method for limiting visible dust emissions and stabilizing surface areas. Check and answer all sections that apply to this project. In addition, if there is no intention of applying water to any phase of the project explain above. (Rule 801 section F)

WATER APPLICATION EQUIPMENT: THE LOCATION OF EACH MUST BE IDENTIFED ON THE PLOT PLAN

☐ Sprinklers

Describe the activities that will utilize sprinklers

Minimum treated area _____ ☐ Square Feet ☐ Acres Frequency _____

Maximum treated area _____ ☐ Square Feet ☐ Acres Frequency _____

☐ Water Truck ☐ Other explain _____

Describe the activities that will utilize the equipment

Number of application equipment to be used _____ Hours of operation _____

Application equipment capacity _____

Application frequency must be once per day or more explain frequency below

Water application equipment is available to operate after normal working hours, on weekends and holidays

Name of contact after hours _____ Phone No. _____

Name of contact after hours _____ Phone No. _____

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SAMPLE FORMAT
CONSTRUCTION
DUST CONTROL PLAN

SECTION M-2

Project Name _____ Project CUP # _____

DUST SUPPRESSANT PRODUCTS

Complete this section if a dust suppressant product will be used. These materials include but are not limited to: hygroscopic suppressants (road salts), adhesives, petroleum emulsions, polymer emulsions and bituminous materials (road oils).

☐ **Not Applicable** - The only control method will be the application of water *(Complete section M-1)*

Application Area; Explain where the dust suppressant will be applied below

Product (Manufacturer) Name _____

Name of contractor _____ Phone No. _____

Explain the rate of application including the amount of gallons of undiluted material per mile or per acre below.

Explain the application frequency; type and number of equipment; capacity including the amount of gallons of undiluted material per mile or per acre below.

Utilizing the checklist below attach each of the following pieces of information that fully describes the product to be used. All information must be submitted with this plan.

☐ Product Specifications. (MSDS, Product Safety Data Sheet, etc.)

☐ Manufacturer's Usage Instructions. (method, frequency and intensity of application)

☐ Environmental impacts and approvals or certificaitons related to the appropriate and safe use for ground application.

☐ Check here if more than one dust suppressant will be utilized and include the necessary copies of this page with the information for each dust suppressant to be used.

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SAMPLE FORMAT
CONSTRUCTION
DUST CONTROL PLAN

SECTION M-3

Project Name _____ Project CUP # _____

OTHER DUST CONTROL METHODS

Check below all other types of dust control methods that will be employed at the construction site.

☐ Physical barriers for restricting unauthorized vehicle access

☐ Fences ☐ Gates ☐ Posts ☐ Berms ☐ Concrete Barriers

☐ Other explain below

☐ Wind barriers describe below.

☐ Re-establish vegetation for temporarily stabilizing previously disturbed surfaces explain below.

☐ Apply Gravel- for the application of gravel identify where application will occur such as haul road, access roads, equipment storage yards (areas), vehicle traffic areas etc explain below.

☐ Apply pavement - explain where paving will occur.

☐ Other explain below.

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SAMPLE FORMAT
CONSTRUCTION
DUST CONTROL PLAN

SECTION M-4

Project Name _____ Project CUP # _____

TREATMENTS FOR PREVENTING TRACKOUT

Select the control devices that will be used for preventing trackout from occurring onto paved public roads. Trackout is any material that adheres to vehicle tires and is deposited onto a paved public road or the paved shoulder of a paved public road. Check all that apple to this project below.

☐ **Grizzly:** Rails, pipes, or grates used to dislodge debris off of vehicles before exiting the site. Extends from the intersection with the paved public road surface for the full width of the unpaved exit surface for a distance of at least 25 feet. **Describe below**

☐ **Gravel Pad:** A layer of washed gravel at least three (3) inches deep which extends from the intersection with the public paved road surface for the full width of the unpaved exit surface for a distance of at least 50 feet. Identify gravel size in inches, the pad width in feet, including the length and depth of the gravel below.

☐ **Paved Surface:** Extends from the intersection with the paved public road surface for the full width of the unpaved access road for at least 50 feet to allow mud and dirt to drop off of vehicles before exiting the site. Identify the width and length of the paved surface below in feet.

Mud and dirt deposits within an urban area shall be cleaned immediately when trackout or carryout extends a cumulative distance of 50 linear feet or more otherwise clean up must be at the end of the workday.

☐ **Wheel Washer:** Uses water to dislodge debris from tires and vehicle undercarriage. If utilizing a wheel washer describe the location, type and operation of the wheel washer below.

☐ **Other** - describe any other measure utilized to prevent trackout below.

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SAMPLE FORMAT
CONSTRUCTION
DUST CONTROL PLAN

SECTION M-5

Project Name _____ Project CUP # _____

TREATMENTS FOR PREVENTING CARRYOUT

Report the required treatments that will be used for preventing carryout from occurring on paved public roads. Carryout occurs when materials from emptied or loaded haul trucks, vehicles, or trailers fall onto a paved public road or paved shoulder of a paved public road. Check all that apply.

☐ No haul trucks will be routinely entering or leaving the project site explain below.

Emptied Haul Trucks:

☐ Interior cargo compartments will be cleaned before leaving the project site. Explain below how emptied haul truck will be washed and the source of the water supply.

☐ Cargo compartment will be covered with a tarp or suitable cover before leaving the project site.

Loaded Haul Trucks:

☐ Spillage or loss of materials from holes or other opening(s) in the cargo compartment will be prevented when material transported onto any paved public access road.

☐ Haul trucks will be loaded such that the freeboard is not less than six inches.

☐ Other describe below.

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SAMPLE FORMAT
CONSTRUCTION
DUST CONTROL PLAN

SECTION M-6

Project Name _____ Project CUP # _____

CLEANING UP CARRYOUT AND TRACKOUT

Check and report below the methods and frequency for cleaning up carryout and trackout from the surface and paved shoulder of paved public roads. All material tracked or carried out onto paved road must be removed. Check all that apply.

The project is located in

☐ **An Urban Area**

Identify the urban area by location, description etc. below.

☐ Minimum cleanup frequency will be at the end of the workday and removed immediately if carryout and trackout, extends beyond 50 feet.

☐ **Non Urban Area**

Identify the non urban area by location, description etc. below.

☐ At the end of the workday

Optional - Clean up Method

☐ Manually sweeping and picking up.

☐ Mechanical sweeping with a rotary brush or broom accompanied or preceded by water.

Describe types of equipment that will be used.

The use of blower devices, or dry rotary brushers or brooms, for removal of carryout and trackout from paved public roads is not recommended.

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SAMPLE FORMAT
CONSTRUCTION
DUST CONTROL PLAN

Project Name _____ Project CUP # _____

RECORD KEEPING

Records and/or any other supporting documents used for the demonstration of compliance must be maintained for two years and provided to the Air Pollution Control District upon request.

CERTIFICATION

I certify that all information contained herein and information submitted in the attachments to these documents are true and correct.

_____ _____
Print Name Title

_____ _____
Signature Date

Phone Number _____ Fax Number _____

Cell Number _____

14. RESTROOM FACILITIES

The Contractor shall furnish two (2) portable restroom facilities at the project site. The restroom facilities shall be placed at the job site prior to the start of construction within 5 days from the issuance of the Notice to Proceed and shall remain in service until the job is complete. The Contractor shall position the restroom facilities, as required to maintain the facilities, near the location of daily work activity. The restroom facilities shall be serviced and cleaned on a weekly basis.

15. UTILITIES POT-HOLE

The Contractor shall complete pot-holing of the existing underground utilities including the gas pipeline, AT&T fiber optic cables, AT&T direct buried cables, sanitary sewer pipeline, water pipeline, and any other underground utilities located after Underground Service Alert (USA) complete marking at the project site and as illustrated on the plans, prior to the commencement of the construction activities. The Contractor shall immediately notify the Construction Manager if the existing underground facilities are located in the excavation limits and/or in the new concrete infrastructure installation areas. The Contractor shall note the type, size, and 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.

16. 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 Brown Avenue shall be 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 by the utility purveyors within the City Right-of-Way, which serve no purpose, 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.

17. **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 after-hour 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.

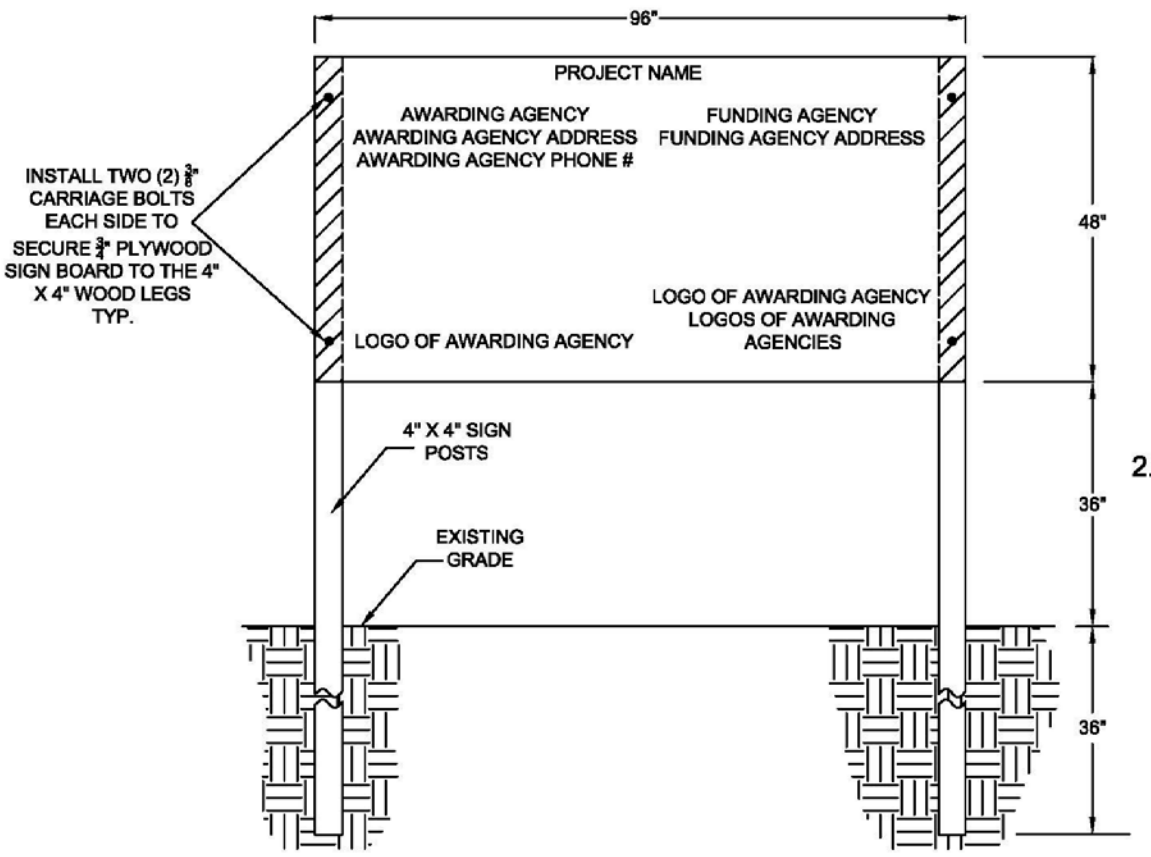
4. A clear plexiglass plate is to be placed over the sign to protect the posters from the elements.

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.

FEDERAL AND STATE REQUIRED
CONTRACTOR'S EMPLOYEE
NOTICES AND POSTERS
CONTRACTOR
IDENTITY SIGN
(FACING PUBLIC)
INSTALL CLEAR PLEXIGLAS @ OVER THE EMPLOYEE NOTICES AND POSTERS, TYP.
INSTALL TWO (2) ¾" CARRIAGE BOLTS EACH SIDE TO SECURE ¾" PLYWOOD SIGN BOARD TO THE 2" X 4" WOOD LEGS TYP.
4" X 4" SIGN POSTS
EXISTING GRADE
SIDE 2
SIDE 1
48"
36"
INSTALL ¾" BCX PLYWOOD SIGN BOARDS TO BOTH SIDES TYP.
INSTALL CLEAR PLEXIGLAS @ OVER THE IDENTITY SIGN.
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 #
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
The Holt Group
PROJECT TITLE: SIGN REQUIREMENTS
PROJECT NUMBER: 135.020E
SHEET CONTENT: CONTRACTOR IDENTITY & EMPLOYEE NOTICES AND POSTERS

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

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. IMPLEMENTATION OF WPCP AND EROSION CONTROL PLANS

The disturbed soil area for the project is more than one (1) acre and less than five (5) acres. This project qualifies for an erosivity waiver. The project is exempt from the requirements of the Construction General Permit per the State of California Water Resources Control Board for the

SWPPP preparation; however, the proposed work within Caltrans Right-of-Way requires the implementation of Water Pollution Control Program (WPCP). The Contractor shall provide a Qualified SWPPP Practitioner (QSP) to monitor, inspect, and report the erosion control-related requirements during the construction activities to comply with the WPCP requirements by Caltrans representative.

The Contractor shall also provide a Qualified SWPPP Developer (QSD) to finalize and update the WPCP, as required, and conduct necessary field inspections, during the construction activities to comply with the WPCP requirements by Caltrans representative.

The Contractor shall install the Best Management Practices (BMPs) as required in the Erosion Control Plans. The Contractor shall complete establishing, monitoring, and maintaining the Best Management Practices (BMPs) in accordance with the requirements of the City of Calipatria representative(s) and per the Erosion Control Plans.

The Contractor shall constantly wet the native surface area by spraying water frequently to mitigate the dust generation resulting from the construction activities. The Contractor shall constantly sweep the existing and newly installed curb and gutter and roadway to maintain the existing roadways abutting the proposed roadway improvement areas and the newly installed roadway improvement areas. No payment shall be made to the Contractor until the existing and newly installed roadway and curb and gutter are swept clean and free of dirt, trash, and debris, to the satisfaction of the City of Calipatria Public Works Director.

The Resident Engineer representing the City of Calipatria for the Construction Management of the project shall be responsible for oversight and compliance of the Erosion Control Plans and coordination with the Design Engineer for the filing of an erosivity waiver and BMP changes required.

Full compensation for furnishing all labor, materials, tools, and equipment and for doing all the work involved in WPCP and erosion control plan implementation shall be considered as included in the contract lump sum paid for Erosion Control and no additional/separate compensation shall be provided.

24. SUBBASE PREPARATION – SCARIFICATION, MOISTURE-CONDITIONING, AND RECOMPACTION

Scarification, moisture-conditioning, and re-compaction of the subbase grade (beneath the Class 2 Base roadway section or beneath the existing surface elevation, whichever is lower) to 90% of maximum density along the roadway sections for a depth of 12-inch along South Brown Avenue 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 subbase grade preparation and compaction work shall be considered inclusive of various native material removal-related bid items and no separate compensation shall be provided for the subbase grade preparation to the Contractor.

25. 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).

26. 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 **$50,000.** 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 within Caltrans Right-of-Way shall be the State of California Department of Transportation Standard Specifications, Standard Special Provisions (SSPs) and Revised Standard Specifications (RSPs), the latest edition. The Contractor shall conform with the provisions and requirements included in the Caltrans Encroachment Permit and shall comply with the Caltrans Permit Engineer and Resident Engineer's requirements.

The Technical Specifications for the work to be completed within the City of Calipatria Right-of-Way shall be the City of Calipatria Standard Specifications and the Specifications as required in this Technical Conditions Section. If there are no specific specifications included within the City of Calipatria Standard Specifications or within this Technical Conditions Section, 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 Sections 15-1 through 15-3 of Section 15, "Existing Facilities," of the Standard Specifications.

3. PRESERVATION/PERPETUATION OF SURVEY MONUMENTS

The Contractor shall be responsible to complete an initial field survey research by a California licensed professional land surveyor. The engaged California licensed professional land surveyor shall complete and submit the Certificate of Monument Preservation form included at the end of this section prior to the commencement of the construction activities. The field survey research shall include researching of survey monuments record, maps and tie cards; completion of the field investigation to determine the existence/locations of the survey monuments prior to the commencement of construction activities; placement of a flagged lath adjacent to the found monument indicating the direction and the distance of the monument from the lath; preparation of field notes for each found monument illustrating relative dimensions from the surrounding existing objects and the descriptions of the monuments; reporting to the Construction Manager of the City of 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. CURB RETURNS, 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 AND CERTIFIED THE SUBGRADE DESIGN GRADE. PRIOR TO THE CONSTRUCTION MANAGER'S INSPECTION OF THE SUBGRADE THE CONTRACTOR SHALL ESTABLISH BLUETOP HUBS (STAKES SET TO DESIGN SUBGRADE) 25 FEET ON CENTER ALONG STREET SECTIONS. THE STAKES SHALL BE ESTABLISHED AT THE EDGE OF PAVEMENT, CENTERLINE AND QUARTER LINES ACROSS THE STREET SECTIONS. THERE SHALL BE FIVE (5) BLUETOP STAKES SET ACROSS A TYPICAL SYMMETRICAL STREET SECTION. FOR PARKING LOT AREAS, BLUETOP STAKES SHALL BE ESTABLISHED ON A 20 FOOT X 20 FOOT GRID PATTERN. BLUETOP STAKES SHALL ALSO BE PLACED AT 20 FOOT STATIONS ALONG BARRIER CURB LINES, CURB AND GUTTER LINES AND RIBBON GUTTER LINES.

6. **SAND**

CLEAN GRANULAR SAND FREE OF CLAY, SHALE AND DELETERIOUS MATERIAL SHALL BE DELIVERED TO THE SITE AND PLACED AS NOTED ON THE PLANS. SAND SHALL BE COMPACTED TO 90 PERCENT OF MAXIMUM DENSITY AT OPTIMUM WATER CONTENT PER ASTM D-1557 UNLESS OTHERWISE NOTED ON THE PLANS. THE MATERIAL SHALL CONFORM TO A SAND EQUIVALENT OF 30 OR GREATER. THE MAXIMUM AMOUNT OF MATERIAL PASSING THE NUMBER 200 SIEVE SHALL BE 7 PERCENT. THE SAND SHALL CONFORM TO THE FOLLOWING GRADATION PERCENTAGES:

SIEVE SIZE	PERCENT PASSING
3/8"	100
NO. 4	98-90
NO. 8	90-75
NO. 10	75-60
NO. 16	60-50
NO. 30	50-38
NO. 40	38-29
NO. 50	29-19
NO. 100	19-7
NO. 200	7-0

THE CONTRACTOR SHALL SUPPLY A FIVE GALLON SAMPLE OF SAND MATERIAL TO THE MATERIAL TESTING LABORATORY WITHIN FOUR (4) DAYS AFTER THE NOTICE TO PROCEED IS ISSUED. THE GRADATION, SAND EQUIVALENT AND MAXIMUM DENSITY OF THE SAND MATERIAL SHALL BE DETERMINED. THE TEST RESULTS SHALL BE FORWARDED TO THE CONSTRUCTION MANAGER. THE COST OF TESTING SHALL BE INCURRED BY THE CONTRACTOR. THE GRADATION OF THE GRANULAR SAND SHALL BE DETERMINED AND THE TEST RESULTS FORWARDED TO THE CONSTRUCTION MANAGER PRIOR TO THE DELIVERY OF THE GRANULAR SAND MATERIAL TO THE CONSTRUCTION SITE. PRIOR TO THE PLACEMENT OF SAND THE NATIVE SUBBASE GRADE SHALL BE CHECKED AND APPROVED BY THE CONSTRUCTION MANAGER.

CRUSHER FINES SHALL BE ALLOWED TO BE UTILIZED IN LIEU OF SAND IF APPROVED BY THE CONSTRUCTION MANAGER.

7. **CRUSHER FINES**

CRUSHER FINES SHALL CONSIST OF DECOMPOSED GRANITE INDIGENOUS TO THE IMPERIAL VALLEY. CRUSHER FINES UTILIZED FOR THIS PROJECT SHALL CONFORM TO THE FOLLOWING GRADATION REQUIREMENTS:

SIEVE SIZE	PERCENT PASSING
5/8"	100
NO. 4	80 – 100
NO. 8	50 - 85
NO. 30	30 - 50
NO. 200	4 - 15

THE SAND EQUIVALENT SHALL BE 20 OR GREATER.

8. **CLASS 2 BASE**

THE CLASS 2 BASE MATERIAL SHALL CONFORM TO CALTRANS STANDARD SPECIFICATIONS SECTION 26, LATEST EDITION, FOR ¾ INCH MAXIMUM BASE MATERIAL. THE GRADATION REQUIREMENTS ARE AS FOLLOWS:

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.

9. **P.C.C. CONCRETE**

P.C.C. SHALL MEET SECTION 90-2 MINOR CONCRETE OF THE LATEST CALTRANS STANDARD SPECIFICATIONS.

P.C.C. CONCRETE, UTILIZED FOR BUT NOT LIMITED TO, CURB AND GUTTER, BARRIER CURB, SPANDRELS, CROSS-GUTTER, VALLEY GUTTER, RIBBON GUTTERS, RESIDENTIAL AND COMMERCIAL DRIVEWAYS, SIDEWALKS AND ALL OTHER CONCRETE INFRASTRUCTURE SHALL CONTAIN A MINIMUM OF 7 SACKS OF CEMENT PER CUBIC YARD OF CONCRETE AND ATTAIN 5,000 P.S.I. COMPRESSIVE STRENGTH AFTER 28 DAYS CURING UNLESS STATED OTHERWISE ON THE PLANS. THE P.C.C. SHALL CONTAIN 1 ½ LBS OF POLYPROPYLENE FIBER PER CUBIC YARD. A CONCRETE MIX DESIGN IS TO BE SUBMITTED TO THE CONSTRUCTION MANAGER WITHIN FIVE (5) DAYS AFTER THE ISSUANCE OF THE NOTICE TO PROCEED. NEW FORMWORK SHALL BE UTILIZED IN THE CONSTRUCTION OF EVERY CONCRETE FACILITY. THE FORMWORK SHALL BE TRUE TO LINE AND GRADE. THE VERTICAL FLOWLINE ELEVATION TOLERANCE SHALL BE +/- 0.02 FEET FOR DESIGN GRADE FOR SLOPES OF 1.0% OR GREATER, +/- 0.01 FOR DESIGN GRADE FOR SLOPES LESS THAN 1.0%. THE CONSTRUCTION MANAGER SHALL CHECK THE FORMWORK FOR LINE AND GRADE PRIOR TO THE PLACEMENT OF CONCRETE. CONCRETE "CURB MACHINES" SHALL NOT BE ALLOWED FOR CURB AND GUTTER AND RIBBON GUTTERS DESIGNED AT A SLOPE OF 1 PERCENT OR LESS. THE SUBCONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER 72 HOURS PRIOR TO THE REQUIRED INSPECTION. EXPOSED SURFACES OF CONCRETE AREAS SHALL RECEIVE A DOUBLE TROWEL FINISH. WEAKENED PLANE JOINTS SHALL BE PLACED EVERY 8 LINEAL FEET FOR RIBBON GUTTER, CROSS GUTTER AND VALLEY GUTTER CONSTRUCTION UNLESS OTHERWISE ILLUSTRATED ON THE STANDARD PLANS. EXPANSION JOINTS SHALL BE PLACED EVERY 64 FEET ALONG CURB AND GUTTER, BARRIER CURB, VALLEY GUTTER AND SIDEWALK CONSTRUCTION UNLESS OTHERWISE ILLUSTRATED ON THE STANDARD PLANS. INSTALLATION OF CURB AND GUTTER, VALLEY GUTTER AND CROSS-GUTTERS SHALL BEGIN AT THE LOWEST ELEVATION AND PROCEED UPHILL. A TOTAL OF ONE (1) SET OF CYLINDERS AND ONE (1) SLUMP TEST SHALL BE REQUIRED FOR EVERY 50 CUBIC YARDS OF CONCRETE, EXCEPT THAT A MINIMUM OF ONE (1) SET OF CYLINDERS AND SLUMP TEST SHALL BE REQUIRED EACH DAY TWENTY (20) OR MORE YARDS OF CONCRETE ARE PLACED AT A PROJECT SITE. THE MAXIMUM ALLOWABLE SLUMP SHALL BE 4 INCHES. A SET OF CYLINDERS SHALL BE COMPOSED OF THREE (3) CYLINDERS. THE FIRST CYLINDER OF A SET SHALL BE TESTED AFTER SEVEN (7) DAYS CURING. THE SECOND CYLINDER OF A SET SHALL BE TESTED AFTER 28 DAYS CURING. THE THIRD CYLINDER SHALL BE HELD IN RESERVE AND TESTED IF DIRECTED BY THE CONSTRUCTION MANAGER. THE TEST RESULTS WILL BE FORWARDED TO THE CONSTRUCTION MANAGER FOR REVIEW. THE CONSTRUCTION MANAGER SHALL RECEIVE A CONCRETE VENDOR SLIP FOR EACH TRUCK LOAD OF CONCRETE DELIVERED TO THE PROJECT SITE.

PRIOR TO THE PLACEMENT OF CONCRETE, THE SUBGRADE DEPTH SHALL BE INSPECTED TO INSURE THAT THE FULL DEPTH OF CONCRETE, AS NOTED ON THE PLANS, IS ATTAINED. EXCESS FILL MATERIAL SHALL BE REMOVED AS REQUIRED BY THE CONSTRUCTION MANAGER. THE FORM BOARDS SHALL BE CHECKED FOR THE PROPER ELEVATION. COMPACTION TESTS ON THE SUBGRADE SHALL HAVE ACHIEVED THE DENSITY REQUIREMENTS SPECIFIED. THE CONSTRUCTION MANAGER SHALL THEN ALLOW THE PLACEMENT OF CONCRETE.

THE CONCRETE SHALL BE SCREEDED AND FLOATED. ALL EDGES SHALL BE STRUCK WITH A CONCRETE EDGER. WEAKENED PLANE JOINTS SHALL BE ESTABLISHED AT RIGHT ANGLES TO THE SIDEWALK EDGE

AS ILLUSTRATED ON THE STANDARD DRAWINGS. THE WEAKENED PLANE JOINTS SHALL BE 3/8 INCH IN WIDTH AND 3/4 INCH IN DEPTH. EXPANSION JOINTS CONSISTING OF 1/2 INCH THICK FIBERBOARD MATERIAL SHALL BE PLACED ACROSS THE FULL SECTION OF THE P.C.C. SIDEWALK EVERY 64 LINEAL FEET, OR AS REQUIRED BY THE STANDARD PLANS. AFTER THE CONCRETE SURFACE HAS BEEN FLOATED AND CURED ADEQUATELY, IT SHALL RECEIVE A DOUBLE TROWEL FINISH. THE TROWELING SHALL BE ACCOMPLISHED BY HAND WITH A STEEL TROWEL. THE SURFACE OF THE CONCRETE SHALL RECEIVE A LIGHT BROOM FINISH AFTER THE SURFACE IS DOUBLE TROWELED. THE SURFACE OF THE CONCRETE SHALL BE SMOOTH AND TRUE TO GRADE. TOLERANCE FOR THE CONCRETE SURFACE SHALL BE 1/8 INCH IN 10 LINEAL FEET WITH MAXIMUM HIGH AND LOW VARIANCE NOT OCCURRING IN LESS THAN 20 FEET. THE CONTRACTOR SHALL MAINTAIN THE CONCRETE SURFACE MOIST OR WET FOR A 24-HOUR PERIOD AFTER THE CONCRETE IS PLACED AND FINISHED TROWELED. PLACEMENT OF BURLAP BAGS OR USED CARPET OVER THE CONCRETE SURFACE AND A CONTINUOUS APPLICATION OF WATER OVER THE CONCRETE SURFACE WILL BE REQUIRED FOR A 24-HOUR PERIOD. CONCRETE SHALL NOT BE PLACED AFTER 10:00 A.M. ON FRIDAYS UNLESS APPROVED BY THE CITY REPRESENTATIVE.

10. ASPHALT CONCRETE PAVEMENT

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 Asphalt Concrete Pavement (Hot Mix Asphalt) Section applies to all work to be completed in the City of Calipatria Right of Way and Caltrans Right of Way.

The Hot Mix Asphalt (HMA) to be installed shall be a ¾ inch HMA, Type A with PG 70-10 under the Construction Method as approved by the Caltrans representative and shall conform to the provisions in Section 39, "Hot Mix Asphalt", of the latest Caltrans Standard Specifications, Revised Standard Specifications (RSSs) and any other requirements by Caltrans.

If required, the Contractor shall submit a Quality Control and Quality Assurance (QC/QA) Plan for the Type-A HMA installation to Caltrans for review and approval during the submittal phase. All costs associated with the preparation and implementation of the QC/QA Plan for the Type-A HMA shall be inclusive of the bid item for Asphalt Pavement and no additional compensation shall be provided therefore. The City of Calipatria and the Contractor representatives shall participate in pre-construction and pre-paving meetings to be conducted with the Caltrans representatives.

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.).

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 agency issuing the Encroachment Permit or 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 right of ways as required by the Plans.

1.05 PAYMENT

Payment for asphalt paving (new or replacement) shall be on a lump sum, linear foot, square foot or per ton basis as indicated on the Proposal forms. Where payment for A.C. paving is indicated to be on a per-ton basis, 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 HOT MIX ASPHALT (HMA) - SUPERPAVE

A. MIX: Type A superpave, ¾-inch, Hot Mix Asphalt with PG 70-10

B. THICKNESS: As illustrated on the plans.

C. AGGREGATE SIZE: 3/4" (19mm) maximum, medium per Caltrans Std. Specs. Section 39.

D. ASPHALT CONTENT: 4% to 8% by weight per the A.C. Mix Design.

2.02 ASPHALT CONCRETE CAP IN CALTRANS RIGHT OF WAY

A. MIX: Type A superpave, ¾-inch, Hot Mix Asphalt with PG 70-10

B. THICKNESS: As illustrated on the Plans.

C. AGGREGATE SIZE: 3/4" maximum, fine; or 3/4" (19 mm) maximum, medium per Caltrans std. Specs. Section 39; as determined by Caltrans.

2.03 FOG SEAL

A. SPECIFICATION: Caltrans Std. Specs. Section 37.

B. MATERIAL: Slow setting, mixing type asphaltic emulsion per Caltrans Std. Specs. Section 94.

2.04 ASPHALT CONCRETE BERMS (Not Applicable)

2.05 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 grade of all asphalt bitumen shall be ¾", Type A, HMA superpave with PG 70-10 as approved by the Engineer. 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 or in accordance with the Caltrans method. The temperature of the asphalt when delivered to the application site shall range between 285° F and 359° F. 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 that 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 when 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 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 Std. Specs. Section 39. Asphalt concrete shall not be placed when the atmospheric temperature is below 60°F, or during unsuitable weather.

B. Pressure Treated Headers: Provide 2"x4" pressure treated headers along pavement edges, if specified on the plans.

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 in roadway section	One (1) density test at 95 % for every 2,000 square feet of A.C. pavement installed
3	A.C. pavement density testing	One (1) test at each paving operation phase

The asphalt concrete geotechnical testing requirements indicated above are the testing requirements for the City of Calipatria only. These requirements do not include all of the Caltrans testing requirements of the work to be completed within the Caltrans Right-of-Way. Caltrans testing requirements shall be followed for all the construction items within the Caltrans Right-of-Way.

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 documentation required by Caltrans.

3.03 ASSOCIATED PAVING RELATED WORK

A. Manhole Covers: Adjust sewer and storm drain manhole covers 3 inches below the finish design pavement surface prior to the installation of A.C. pavement. Raise the manhole covers to finish pavement grade after paving operations are completed. Place a 1 foot wide, 1 foot deep 5000 PSI concrete ring concentric around the manhole frame and cover level with the finish pavement surface.

B. Valve Covers: Adjust 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 or pavement.

D. Traffic Signs: Replace traffic signs temporarily removed during the construction work.

E. Tack Coat and Fog Seal

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, it shall be considered included in the unit cost for the asphalt pavement, and no additional compensation shall be made therefore. The cost associated with the water and gas valve adjustments prior to and after the paving operations (double adjustments) and installation of concrete collars around the circumferences of the adjusted valves shall be inclusive of the unir cost for the asphalt pavement.

3.04 FOG SEAL

A. Application: Apply fog seal and prime coat at a rate of 0.06 to 0.10 gallons per square yard of surface area.

B. Fog Seal Schedule: Apply fog seal not less than fourteen (14) days following placement of asphalt concrete surfacing.

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/m2 to 0.45 L/m2 (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, 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 is to be completed in Caltrans Right of Way after Caltrans approves the paving schedule and authorizes paving work to be completed. Paving is to be completed in City of Calipatria Right of Way in accordance with these specifications and the City of Calipatria Public Works Director's requirements.

11. 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**.

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.

12. 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.

13. TACK COAT (SS1H) APPLICATION

Tack coat application shall be in accordance with the Standard Specifications for Public Works Construction, the "Greenbooks" in the City of Calipatria Right-of-Way or as specified herein. Tack coat application within Caltrans Right-of-Way 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.

14. SOLAR POWERED LED STOP SIGN

1.01 DESCRIPTION

This section includes general specifications for fabricating and installing LED Flashing Stop Signs. Signs must comply with the California MUTCD, California Sign Specifications, and the FHWA Publication Standard Highway Signs and Markings. For the California Signs Specifications, refer to the State of California Department of Transportation – Caltrans Traffic Operations website.

2.01 MATERIALS

A. GENERAL:

The LED flashing STOP sign shall have Diamond Grade (DG) reflective sheeting for maximum visibility, and LED lights extend the range of visibility during both day and night and in all weather conditions. The LED flashing STOP signs shall use a series of synchronized high intensity LEDs. The LED flashing STOP signs must conform to the specifications of the Federal Highway Administration (FHWA) as set forth by the MUTCD.

B. FEATURES:

The LED Flashing STOP signs shall include the features listed below:

- Type IX red reflective sheeting.
- Visible up to 2 miles away.
- High intensity LEDs under all weather conditions.
- Solar panel and battery combination with 24/7 flash.
- Flash rate of 50 to 60 times per minute.
- LED life expectancy of over 100,000 hours.
- Field-replaceable grommet mounted lights.
- Sealed DOT approved lighting.
- Highway grade .080 aluminum construction resists corrosion.
- Signs shall be weatherproof to prevent outside elements from entering the internal casing.
- Signs shall be mounted onto new signposts.
- MUTCD section 2A.07 and 2A.08 compliant
- MUTCD R1-1 regulatory sign.
- Made in the USA.

C. POWER OPTION:

LED Flashing Stop Signs for the project shall be configured for solar power. LED Flashing Stop Signs shall not be installed where sunlight is blocked by trees, buildings, or other structures.

D. SIGN SPECIFICATIONS:

LED Flashing Stop Signs for the project shall conform to the sign specifications below:

- Size: 36 x 36”
- Construction: .080 highway grade aluminum / stainless steel fasteners
- Solar: 15-20 watts polycrystalline solar cell
- Battery: 6 Volt or 12 Volt as required
- LEDs: 30” – eight 1¼" red G2 reflective LED Lighting on sign perimeter.
- Sheeting: type IX red reflective
- Quantity: As shown on the Striping/Improvement Plans

E. BATTERY SPECIFICATIONS:

Battery specifications for the LED Flashing Stop Signs shall conform to the specifications below:

- The Contractor shall confirm with the manufacturer the specific battery (6-volt or 12-volt) required to accommodate the features and accessories described above.
- The Contractor shall purchase and provide a new extra battery (6-volt or 12-volt as required for the LED Flashing Signs for the project) for each LED Flashing Sign to be installed for the project. The Contractor shall deliver the spare batteries to the Public Works Director with the purchase record/receipt.

F. PAYMENT:

Installation of LED Flashing Stop Signs mounted on signposts including full compensation for furnishing all labor, materials, equipment, tools, and incidentals for doing all the work, shall be paid at the contract lump sum for the “Signage and Striping” related bid item and no additional compensation shall be provided therefore.

15. SHEETING, SHORING, AND BRACING

PART 1 - GENERAL

1.01 DESCRIPTION

This section provides requirements for sheeting, shoring, bracing, wales, posts, piling, anchorages, and fastenings or other excavation supports, both temporary or permanent, for the accomplishment and protection of work.

A. WORK INCLUDED IN THIS SECTION: Principal items included:

1. Shoring and sheeting for structure excavation.
2. Temporary sheeting and bracing for pipeline work as required.
3. Materials for permanent sheet and bracing.

1.02 QUALITY ASSURANCE

A. DESIGN REQUIREMENTS:

In accordance with the California Labor Code, Division 5, Part 1, Chapter 6, Permit Requirements (Section 6500), the contractor is required to obtain a permit, for the excavation of a trench that is five feet (5’) or more in depth and into which a person is required to descend. Inquiry into the permit may be made to the Cal/OSHA enforcement unit district office located at 7575 Metropolitan Drive, Suite 207, San Diego, CA 92108, (619) 767-2280 (phone), 619-767-2299 (fax).

The contractor shall furnish all labor, equipment, and materials required to design, construct, and remove all sheeting, shoring, and bracing or other equivalent methods of support for the walls of open excavations required for the construction of this project.

Excavation of any trench, pad area, foundation area, or structure five feet (5') or more in depth shall not commence until the contractor has obtained a permit, and received approval from the engineer of the contractor's detailed sheeting, shoring, and bracing plan for worker protection from the hazards of trench or soil wall collapse/failure.

Sheeting, shoring and bracing plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during such excavation. No such plan shall allow the use of shoring, sloping or a protective system less effective than that required by the construction safety orders of the division of industrial safety. The plan shall be prepared and signed by an engineer who is registered as a civil or structural engineer in the State of California. The plan shall be forwarded to the engineer for review and approval as a submittal document.

Prior to the beginning of excavations requiring shoring, the contractor shall designate in writing to the engineer, the person responsible for supervising the project safety measures and the person responsible for supervising the installation and removal of sheeting, shoring, and bracing.

In addition to shoring the excavations in accordance with minimum requirements of the industrial safety orders, it shall be the contractor's responsibility to provide any and all additional shoring required to support the sides of the excavation against the effects of loads which may exceed those derived by using the criteria set forth in the industrial safety orders. The contractor shall be solely responsible for any damages which may result from his failure to provide adequate shoring to support the excavation under any or all of the conditions of grading which may exist, or which may arise during the construction of the project.

B. MATERIAL STANDARDS:

Furnish lumber for shores, wales, and sheeting of grading required by the American Lumber Standards for the particular application.

1.03 SHEETING, SHORING, AND BRACING PLAN SUBMITTALS

The sheeting, shoring, and bracing plan shall be submitted to the engineer for review within 14 days of the issuance of the Notice to Proceed. The Contractor shall submit complete calculations of the sheeting system including sizing of sheeting wales, rakers, anchor system, struts, earth anchors, anchor piles, tie rods, or any other components pertinent to the design prior to the start of any work involving sheeting and bracing. All designs submitted shall be stamped and signed by an engineer with a civil or structural designation with an active registration in the State of California.

1.04 SITE CONDITIONS

Buried debris may be found at some locations. Federal and local agency requirements for safety of job personnel and public will apply to work under the section.

1.05 ALTERNATIVES

The use and application of alternative methods and materials, and the employment of proprietary systems under lease or franchise in lieu of that specified herein, may be allowed if permitted. Demonstration of suitability and compliance with these specifications will be required. The application of alternative methods shall be approved by the engineer, in writing.

PART 2 - PRODUCTS

2.01 MATERIALS

A. LUMBER:

1. Temporary shores, wales, and sheeting: Furnish structural grade planks, beams, and posts as defined and specified for stress-grade lumber in the American Lumber Standards. Lumber may be rough, untreated, in random lengths, and shall be of standard dimensions.

2. Permanent sheeting: When permanent sheeting is called for on the drawings, provide and install planks, beams, posts, and timbers of unseasoned, rough, new southern yellow pine or Douglas fir meeting the requirements of ASTM Standard D25, Class "C". In lieu of the above, lumber dressed to standard dimensions, dried, and treated in accordance with Standard T3 of the American Wood Preservers' Association may be utilized.

B. FASTENINGS:

Provide fastenings for permanent sheeting as recommended in the national design specification for stress-grade lumber and its fastening.

PART 3 - EXECUTION

3.01 INSTALLATION

Install sheeting and bracing for trench and structure excavation progressively as the removal of excavated material requires. Butt planks to exclude groundwater and fines, preventing the erosion of voids outside sheeting. In soft, wet ground drive sheeting to a lower level as excavation progresses so that sheeting is embedded in undisturbed earth. Bracing of sheet piling may be permitted to penetrate the structural concrete only as directed by the owner. Install wales and struts at close intervals so as to prevent displacement of the surrounding earth and to maintain safe conditions in the work area. Any damage proven to result from improper installations shall be the responsibility of the contractor. Temporary sheeting for trench and structure excavation may be removed and reused. Withdraw individual planks alternately as the backfill is raised, maintaining sufficient sheeting and bracing to protect the work and workmen. Remove the bracing completely. Where unstable conditions occur in the underlying strata from any cause, and withdrawal of sheeting will endanger the work, a portion of the sheeting, including bracing, may be left in place with the approval of the engineer. Remove all wood within a zone extending four feet (4') below the finish grade. Leaving such material in place shall not be cause for an increase in the contract price. The use of horizontal strutting below the barrel of a pipe or the use of a pipe as support will not be permitted. Sheet piling and timbers in trench excavations shall be withdrawn in a manner so as to prevent subsequent settlement of the pipe or additional backfill loadings which might overload the pipe. Trench sheeting below the top of the pipe shall be left in place.

16. EXISTING UNDERGROUND UTILITIES (POTHOLING)

PART 1 - GENERAL

1.01 DESCRIPTION

A. WORK INCLUDED IN THIS SECTION: Principal items are:

1. Exposure of existing utilities (potholing).
2. Advance notification to utility agencies.
3. Crossing, protection and/or relocation of utilities.
4. Protection of other existing facilities.

B. RELATED WORK NOT INCLUDED IN THIS SECTION:

1. Earthwork.
2. Trenching, Backfilling and Compacting for Pipeline Installation.
3. Potholing note and other similar notes on the Plans and Special Conditions.

1.02 EXPOSURE OF UTILITIES IN ADVANCE OF WORK

A. DETERMINATION OF LOCATION AND DEPTH:

1. Contractor shall determine the true location and depth of all utilities and service connections; including the type, material, and condition of any utility which may be affected by or affect the work. Note the diameter size, dimensions, material, type of utility, top of structure or pipe elevation, horizontal location, existing finish surface grade at utility location and all other relevant information. The Contractor shall notify the Engineer to verify the above items when the existing utilities are exposed. Contractor shall complete potholing of all utilities within the project boundaries. The Construction Manager shall witness the location of existing utilities.

2. Coordinate potholing with all utility companies to field locate all underground lines.

3. The Contractor shall contact Underground Service Alert of Southern California at 811 at least two (2) days prior to completing excavation work.

B. EXPOSURE IN ADVANCE OF TRENCHING:

1. Expose all utility mains ("pothole") that must be crossed or closely paralleled in accordance with the provisions stated in Section 18.02.A.

2. The Contractor shall field locate and determine the location and depth of "potholed" utilities in the presence of the Engineer.

3. **Expose all existing water service and sewer lateral connections during the potholing work. Note the station the existing water and sewer laterals are located on the As-Built Plans.**

4. **Provide all required traffic control to accomplish the potholing necessary to locate the existing utilities in conformance with the Manual of Uniform Traffic Control (MUTCD) Standards including but not limited to MUTCD 6H-6, 6H-10(CA) and 6H-18, latest edition.**

5. All costs incurred in exposing utilities shall be borne by the Contractor.

C. RIGHTS TO MINOR ADJUSTMENTS IN DESIGN: The Engineer reserves the right to make minor adjustments in pipeline alignment and grade, to avoid utility conflicts.

D. COMPLIANCE: Failure of the Contractor to comply with the provisions described herein will result in an order to suspend work until these provisions are complied with, and no additional compensation or additional time will be allowed as a result of such suspension.

1.03 ADVANCE NOTIFICATION OF UTILITY AGENCIES

A. **Determine and notify those agencies requiring advance notification for inspection or other purposes before beginning construction in any area of concern to said agency. This includes, but is not limited to, the Imperial Irrigation District – Water and Power Divisions, Caltrans, Southern California Gas Company, AT&T Telephone, Cable Company, Golden State Water Company, and the City of Calipatria Public Works Department.**

B. Provide agencies with 7 calendar days' minimum advance notice.

1.04 CROSSING PROTECTION AND/OR RELOCATION OF UTILITIES

A. GENERAL: Utilities for the purpose of these specifications shall be considered as including, but not limited to, and irrespective of ownership; Pipelines (including irrigation mains), canals, water laterals, drains, conduits, transmission lines, cables, water services, sewer laterals and appurtenances of Public Utilities" (as defined in the Public Utilities Act of the State of California) and those of private industry, business, or individuals solely for their own use or for use of their tenants; and storm drains, sanitary sewer, street lighting, traffic signal systems, duct banks, telephone cable, fiber optic line, gas pipeline, underground television line, transmission cables, and completely buried structures.

B. UTILITIES INDICATED ON DRAWINGS:

1. Indicated utilities are based upon the information provided by the utility company to the City or Engineer; and the accuracy and completeness of the utilities shown is not guaranteed.

2. The depth indicated in profile, unless a specific elevation is shown, is based on general practice and is not guaranteed at any specific location.

3. No service connections are shown on the Drawings. The Contractor shall determine the exact location of all utilities and their service connections. This includes sanitary sewer laterals and water services. All costs of determining the location of existing utilities, existing water pipelines and sanitary sewer laterals is to be included in the cost of potholing.

C. FIELD LOCATING:

1. Contractor shall coordinate with the utility companies to field locate their utilities prior to the potholing process.

2. Field location, excavation and documentation of existing canals, ditches, drains, laterals, services, pipelines and utilities shall be compensated to the Contractor per the appropriate pipeline installation item of the Bid Form.

3. The Contractor shall notify the Engineer as to any utility located which has been incorrectly shown or omitted from the drawings immediately after the conclusion of potholing activities.

D. UTILITIES ON PLANS AND NOT IN CONFLICT:

1. Where utilities cross or parallel the pipeline trench but do not conflict with the permanent work to be constructed, the Contractor shall protect the utility in place unless otherwise indicated on the Plans.

2. Unless otherwise provided in the Specifications, full compensation for protecting the crossing or paralleling of utilities as illustrated on the plans shall be included in the contract unit price or lump sum cost for which such work is appurtenant thereto and no additional allowance will be made therefore.

E. SPECIAL WATER/SEWER CROSSINGS:

1. At the locations illustrated on the plans or if the vertical separation between the outside of the sewer pipe and the outside of existing potable water pipes at crossings is less than one (1) foot, and when directed by the Engineer, the

Contractor shall provide the construction required per the City of Calipatria and per the State Health Department Water/Sewer Special Construction Requirements. The special construction will be deleted at locations shown if the vertical separation is 1 foot or greater.

F. RELOCATION OF UTILITIES BY THE CONTRACTOR FOR HIS/HER OWN CONVENIENCE: The temporary relocation or the alteration of any utility desired by the Contractor solely for the Contractor's convenience in the performance of the contract work, to a position or condition other than that provided for in the Specifications or shown on the drawings, shall be the Contractor's responsibility. The Contractor shall make all arrangements with the property owners regarding such work. Any costs of such work for the Contractor's convenience shall be incurred at the Contractor's expense. Relocation of existing utilities for the Contractor's convenience shall only be allowed with the written consent of the Engineer.

G. UTILITY CONFLICTS WITH PROPOSED IMPROVEMENTS

1. If a utility, whether shown on the plans or not, should intersect the proposed improvement at grade anywhere along the line of the improvement, the Contractor shall immediately notify the Engineer.

2. Contractor shall notify the Engineer in writing, stating the nature of the conflict, location by schedule, plan sheet number, name of the street or location of easement and the station at which the conflict occurred. The Engineer will, within a reasonable time, make the necessary arrangements to resolve the conflict.

3. When a utility shown on the plans conflicts with the proposed improvements, the Engineer may arrange for the relocation or alteration of said utility or require the Contractor to do same as "Extra Work". Work required in connection with the relocation of unknown utilities will be performed and paid for as specified in the following paragraphs. It shall be clarified that the Engineer may decide to relocate the new sewer or water pipeline, in which case the existing utility would be maintained in the location in which it was found.

H. UNKNOWN UTILITIES DISCOVERED DURING THE PROJECT CONSTRUCTION: In the event that a utility is discovered during the project construction and was not illustrated on the plans or the appropriate utility agency plans, then the discovered utility relocation or "utility support and protection in place" may be accomplished as follows below; except that the Engineer may require the new sewer or water pipeline be re-routed. In the case the new water or sewer pipelines are re-routed, the existing utility would be maintained in its discovered location:

1. When said utility is found to occupy the space required to be occupied by a part of the permanent works to be constructed under the Contract, the Engineer may arrange for the relocation or alteration of said utility, or require the Contractor to do same as "Extra Work". As an alternative to relocating the discovered utility, the Engineer may require the contractor relocate the new water or sewer pipeline from the location, alignment and grade illustrated on the plans. The relocation of the water or sewer pipeline may or may not involve additional construction costs.

2. When the said utility is found to lie parallel to the permanent work and within the trench prism defined by the minimum allowable trench excavation illustrated on the Plans or required by the Specifications; the Engineer may arrange for the relocation, protection or alteration of said utility, or require the Contractor to do same as "Extra Work". As an alternative to relocating the discovered utility, the Engineer may require the contractor relocate the new water or sewer pipeline from

the location, alignment and grade illustrated on the plans. The relocation of the water or sewer pipeline may or may not involve additional construction costs.

3. When said utility is more or less parallel with the permanent work, and any portion of it does not lie within the trench prism as illustrated on the plans, the Contractor shall advise the Engineer thereof, and in cooperation with the utility purveyor, provide and place the necessary support, if any, for proper protection to ensure continuous and safe operation of the utility. All costs of such work shall be borne by the Contractor.

4. If utilities are found to cross the new water or sewer pipeline excavation after potholing but are not directly intersecting the permanent works to be constructed, then the Contractor will be required to protect the existing facility in place and construct the proposed facility under or over the discovered utility. The costs of such work will be borne by the Contractor.

5. Upon discovering a utility in the course of potholing that was not indicated on the plans or marked in the field, the Contractor shall protect it in place. The Contractor shall immediately investigate if it is abandoned or active and notify the Engineer and appropriate utility company.

I. RESPONSIBILITY OF THE CONTRACTOR:

1. The Contractor shall be responsible for all costs for the repair of any and all damage to the contract work or to any utility (whether previously known or disclosed during the work), as may be caused by his/her operations.

2. Utilities not shown on the drawings to be relocated or altered by others, shall be maintained in place by the Contractor.

3. At the completion of the contract work, the Contractor will leave all utilities and appurtenances in a condition satisfactory to the utility purveyors and the City.

1.05 PROTECTION OF FACILITIES OTHER THAN UTILITIES

Contractor shall protect in place or remove and replace to its original condition all existing facilities encountered during the construction excavation process.

It shall be the Contractor's responsibility to familiarize himself/herself with the conditions of proposed work and to identify by field investigation those above-grade features, whether or not illustrated on the Plans, which require removal and replacement or protection in place. These features include, but are not limited to, fences, cross gutters, roads, sidewalks, driveways, curbs and gutters, power poles, signs, mailboxes, drainage structures, canals, laterals, ditches, trees, street lights, landscaping, and similar items.

1.06 PAYMENT

The cost associated with pot-holing of existing utilities shall be considered inclusive of the bid item paid for “Pothole Existing Utilities” and no additional/separate compensation shall be provided.

END OF SECTION