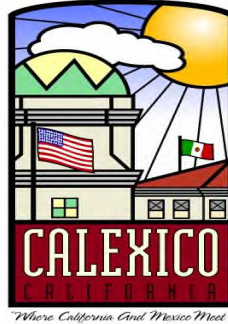


CITY OF CALEXICO



Bid Documents and Specifications for:

WEAKLEY STREET IMPROVEMENT

FEDERAL-AID PROJECT NO. CML-5168(032)

Plans and Specifications Prepared by:

West & Associates Engineering, Inc

Approved by:

City Public Works Department



BID OPENING: May 7, 2026, at 3:00 p.m.

PUBLIC WORKS DEPARTMENT – 549 PIERCE AVENUE, CALEXICO, CA 92231 (760) 768-2160

www.calexico.ca.gov

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**CITY OF CALEXICO
INVITATION FOR BIDS**

**WEAKLEY STREET IMPROVEMENT
FEDERAL-AID PROJECT NO. CML-5168(032)**

**CITY OF CALEXICO
INVITATION FOR BIDS**

**WEAKLEY STREET IMPROVEMENT
FEDERAL-AID PROJECT NO. CML-5168(032)**

1. General Information

PUBLIC NOTICE IS HEREBY GIVEN THAT the City of Calexico is inviting bids for the **Weakley Street Improvement Project** in the City of Calexico. The Project consist of cutting/removal of existing subgrade soil, scarification/re-grading of remaining subgrade soil, procurement and placement of imported base, procurement and placement of asphalt concrete and ARHM overlay, procurement and construction of concrete curb, gutter, sidewalk, driveways, and curb ramps, replacement of existing utilities and construction of new utilities (including water services, sewer services, and street lights), adjustment of existing utility lids to grade, coordination with IID for the relocation of existing power/telephone poles, and stop legend striping. **Figures 1 and 2**, below, show the Project location and Project’s key components.

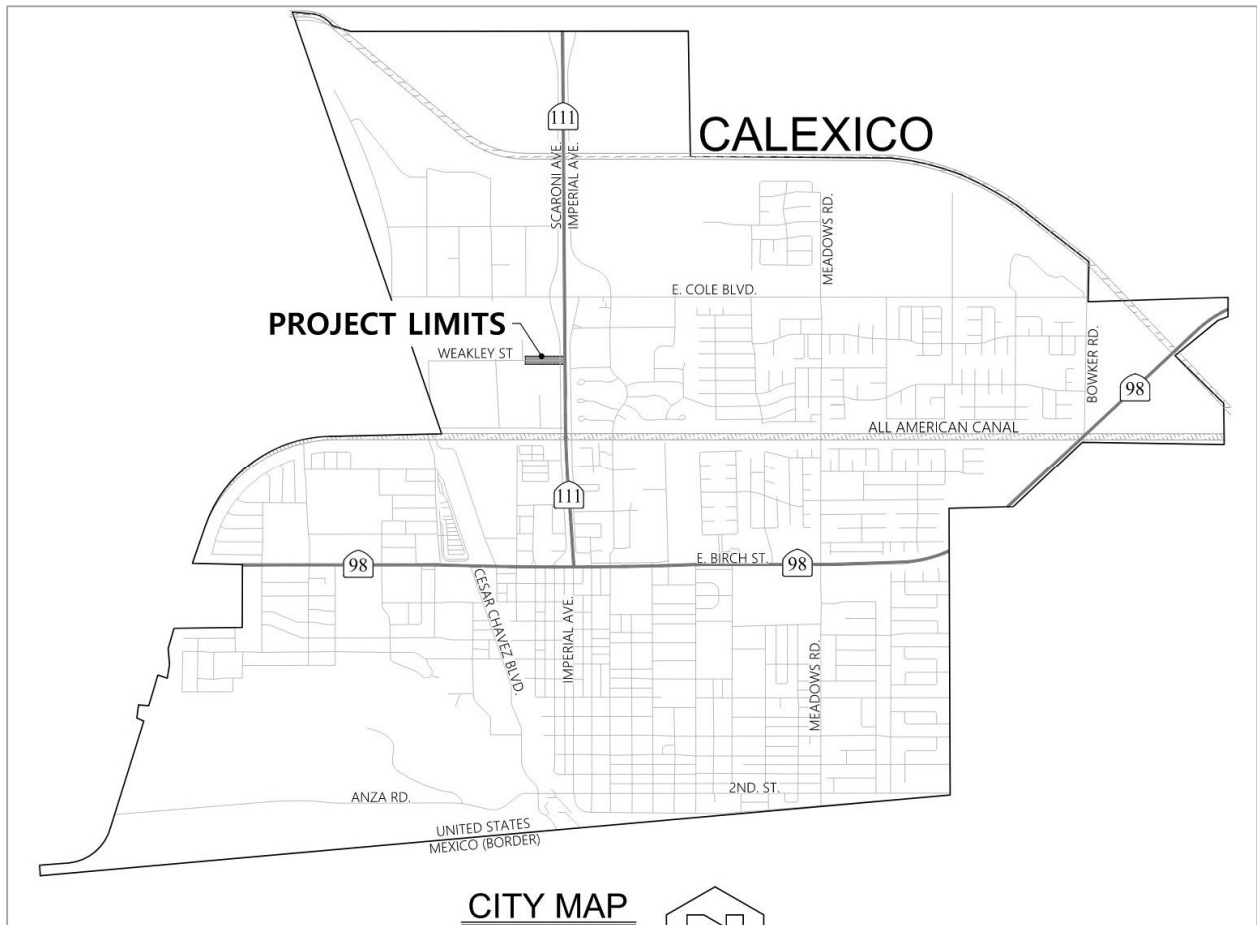


Figure 01: City Map

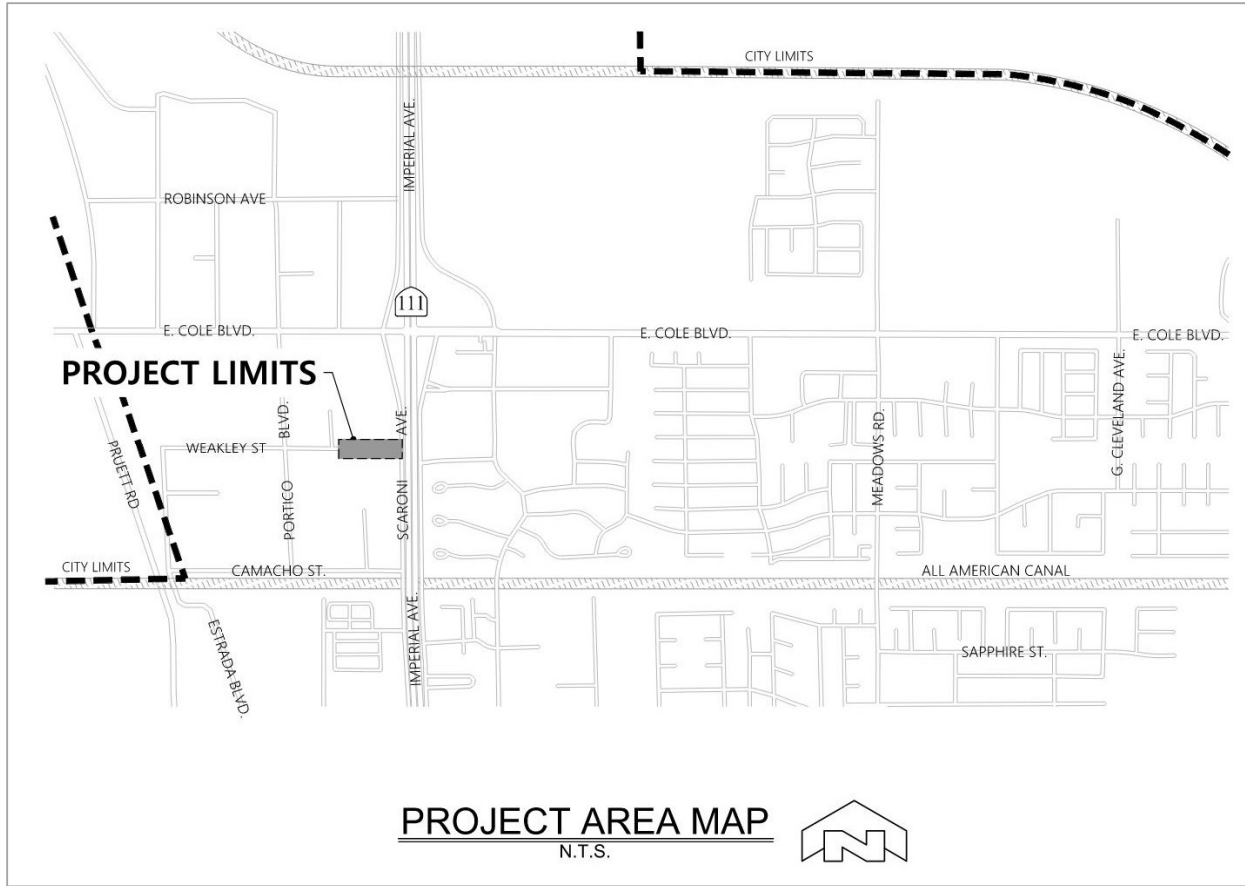


Figure 02: Project Limits

2. Scope of Work

The work shall be done in conformance with the Plans and Specifications for the Project. The Project includes the following major tasks:

1. Demolition/clearing of existing debris, concrete slab, tree stump, removal of existing subgrade, scarification of remaining subgrade, and re-compaction to receive new base material.
2. Procurement and construction of new base & asphalt pavement.
3. Procurement and construction of new concrete improvements, including curb & gutter, sidewalk, driveways, and curb ramps.
4. Procurement and construction of new utilities (water service laterals, sewer laterals, & street lights).
5. Relocation of existing power poles and overhead conduits/wire.

3. Engineer's Cost Estimate

Bidders shall take notice hereto that the Engineer's Cost Estimate for the construction of the Base-Bid Work is approximately **\$812,000**. For the Alternate Bid Work, the estimated construction cost is **\$246,000**.

4. Construction Schedule

The overall construction contract duration is **sixty (60) working days** from the Notice to Proceed. Due to potential supply chain issues, **Contractor shall provide submittals** for review and approval by the Engineer **within one (1) week** of contract execution by the City. If it is determined that any items impact schedule completion, Contractor to notify City immediately.

5. Pre-bid Meeting

A non-mandatory pre-bid meeting shall be held on **Friday, April 24, 2026 at 10:00 am**. While the meeting is not mandatory, bidders are encouraged to participate in the meeting because it affords an opportunity to become more familiar with the scope of work for the Project, the Project's key areas, and other administrative and procedural requirements. Potential bidders are encouraged to attend. The meeting will take place at the offices of the Public Works Department:

City Public Works Office
549 Pierce Ave
Calexico, 92231

6. Addenda

The correction of any discrepancies or omissions from the specifications or other contract documents or any interpretation thereof during the bidding period shall be made only by written addendum. A completed and signed Addenda Acknowledgement Form shall be included in the Bid Proposal.

7. Bidding Instructions, Project's Available Supporting Documents

- (a) SEALED PROPOSAL will be accepted at the Office of the City Clerk, City Hall, 608 Heber Avenue, Calexico, California **until 3:00 p.m., on Thursday, May 7, 2026**, at which time all proposals will be publicly opened and read aloud. LATE BIDS WILL NOT be accepted and will be considered unresponsive.
- (b) Each bid shall be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid shall be enclosed in another envelope addressed as specified in the bid form.

- (c) No bid shall be received unless it is made using the format specified in this Invitation to Bid and Technical Specifications. Each bid must be accompanied by a guaranty of cash, certified check, and cashier check or bidders' bond made payable to the City of Calexico for an amount equal to at least ten percent (10%) of the bid. Such guaranty to be forfeited should the bidder to whom the contract is awarded fails to enter the contract. All guaranties are to be returned after the contract is awarded.
- (d) The bid may be considered incomplete and be disqualified if any of the items (or related attachments/forms) within the Bid Proposal are not provided.
- (e) The City of Calexico has a Disadvantaged Business Enterprise (DBE) goal of ten (10) percent (10%). Per Caltrans' Bulletin 25-07 R3, this requirement is currently on-hold.
- (f) This is a City Public Works Department project, which is exclusively being funded with State/Federal public funds. Accordingly, it is subject to prevailing wages laws and regulations. Pursuant to Labor Code §1773, the general prevailing wage rates in the county, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at City of Calexico address and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. The applicable Federal minimum wage rates as predetermined by the United States Secretary of Labor are available at the City of Calexico Public Works Department. In addition, a copy may be examined at the offices described above where project plans, special provisions, and bid forms may be seen. Revisions to the applicable Federal Wage Rates, up to ten (10) days before bid opening, shall be identified by the issuance of an addendum with the corresponding Internet Website address of where the revisions can be found. The final contract documents signed by the City and the contractor shall include the Federal Wage Rates, or the Federal Wage Rates as revised by addendums, if any such addendums have been issued. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the Contract Documents. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

- (g) The U.S. Department of Transportation ("DOT") provides a toll-free hotline service to report bid rigging activities. Bid rigging activities can be reported Monday through Friday, between 8:00 a.m. and 5:00 p.m., Eastern Standard Time at 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 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.
- (h) A bid will only be accepted from a Contractor who is licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California as amended. In addition, the Contractor, sub-contractors, and suppliers shall also have a business license issued by the City prior to commencing work.
- (i) Electronic version on the approved plans and specifications, geotechnical reports for the Project, groundwater quality results in the area of the Project, and photos/displays of certain Project areas may be obtained by visiting the City's website at: <https://www.calexico.ca.gov/bidsandrfps>.
- (j) Special attention of all prospective bidders is called to the Construction Schedule and the Bid Requirements and General Conditions Articles of this document for full directions as to bidding, etc.
- (k) Pre-Bid inquires must be submitted to Jesus Villegas Peimbert, Public Works Director/City Engineer via email at jvillegas@calexico.ca.gov by 5:00 p.m. on Tuesday, April 28, 2026.

8. Bid Evaluation and Award of Construction Contract

- (a) All bids are to be compared based on the Engineer's Cost Estimate for the Project and estimate of the quantities of work to be done.
- (a) A summary of the bids along with a recommended bid may be presented to the City Council for its consideration of awarding the Project's construction contract at a Public Meeting, after the bids are received and evaluated, in the City Council Chambers, 608 Heber Avenue, Calexico, California.
- (b) No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- (c) The RFB, Plans, Specifications, Addendums, and any other Bid Documents can be found at City's website at <https://www.calexico.ca.gov/bidsandrfps>.

- (d) If bidder is a corporate entity and is awarded the contract, prior to execution of the contract, Contractor shall submit satisfactory, documentary proof that the person(s) executing said contract on the behalf of said corporation has authority to do so.

CITY'S RIGHT RESERVED: The City reserves the right to reject any or all bids, to waive any informality in a bid, and to make awards in the interest of the City.



Benjamin Martinez, City Manager
City of Calexico

- END OF INVITATION FOR BIDS -

**CITY OF CALEXICO
BID REQUIREMENTS**

WEAKLEY STREET IMPROVEMENT
FEDERAL-AID PROJECT NO. CML-5168(032)

**CITY OF CALEXICO
BID REQUIREMENTS**

WEAKLEY STREET IMPROVEMENT
FEDERAL-AID PROJECT NO. CML-5168(032)

1. Examination of Plans and Specifications, Special Provisions and Site of Work: The bidder is required to examine carefully the site of work contemplated, and it shall be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed, and materials to be furnished; and as to the requirements of the specifications, special provisions, and the contract. It shall be mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination. To the extent that any provision of the Technical Specifications for the Project conflict with the provisions of this section, the provision of this section shall govern over the provision of the Technical Specifications.
2. Proposal Form: All proposals must be made pursuant to the *Bid Proposal* form of this document. All proposals shall give the prices proposed both in writing and figures and shall be signed by the bidder with bidders' business address.
 - 2.1 If the proposal is made by an individual, the individual's name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown.
 - 2.2 If made by a corporation, the proposal must show the name of the State under the laws of which the corporation is chartered and the name, titles and business addresses of the President, Secretary and Treasurer.
 - 2.3 A certification by the legal representative of the firm must be included in the bid.
3. Rejection of Proposal Containing Alterations, Erasures or Irregularities: Proposals may be rejected if they show any alterations of form additions not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind.
4. The Proposal may be withdrawn upon request by the bidder without prejudice prior to, but not after the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or the bidders duly authorized representative and is filed with the City Clerk.
5. Omissions and Discrepancies: Should the bidder find discrepancies in or omissions on the drawings, or other contract documents or should the bidder be in doubt as to their meaning, the bidder should at once notify in writing the Public Works Department Manager, who may send a written instruction to all bidders.
6. Interpretations and Addenda: No oral interpretations shall be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the provisions

of the contract documents. Every request for information shall be made in writing and addressed and forwarded to the Public Works Department Manager at:

Jesus Villegas Peimbert, Public Works Director/City Engineer
549 Pierce Avenue
Calexico, CA 92231
jvillegas@calexico.ca.gov.

7. The City of Calexico reserves the right to reject any or all proposals.
8. Bidder's Guaranty: All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's check, certified check, or bidder's bond made payable to the City of Calexico for an amount equal to at least ten percent (10%) of the amount of said bid, and no bid shall be considered unless such cash, cashier's check, certified check or bidder's bond is enclosed therewith.
9. Return of Proposal Guaranty: Within ten (10) days after the award of the contract, the City Council will return the proposal guaranties accompanying the proposals, which are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompany.
10. Execution of Contract: The contract and contract documents shall be signed by the successful bidder and returned together with the contract bonds, within ten (10) days, not including Sundays, after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the City until the execution of the contract. Failure to execute the contract and file acceptable bonds as provided herein within ten (10) days, not including Sundays, after the bidder has received notice that the contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.
11. Sureties: The successful bidder shall also promptly secure with a responsible corporate surety or corporate sureties satisfactory bonds conditioned upon faithful performance by the said bidder of all the requirements under the contract and upon the payment of claims of any material men and laborers there-under.
12. Award of Contract: The award of the contract, if it is awarded, will be to the responsive and lowest responsible bidder whose proposal complies with all the requirements prescribed. All bids are to be compared based on the Engineer's Cost Estimate for the Project and estimate of the quantities of work to be done. The award, if made, will be made within ninety (90) calendar days after the opening of the bid proposals.
13. Projects financed in whole or in part with State or Federal funds shall be subject to inspection at all times by the City designees, including the City Project Construction Manager.

14. Removal of Defective and Unauthorized Work: All work which is defective in its construction or deficient in any of the requirements of these specifications, special provisions or plans shall be remedied or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such correction. Any work done beyond the work shown on the Project's plans and specifications or established by the City, or any extra work done without written authority will be considered as unauthorized and will not be paid for.
15. The City reserves the right to pursue legal remedies upon failure on the part of the Contractor to comply with any City order made under these provisions, including failure to correct defective work, and/or withhold payment from any monies due or to become due to Contractor until defective work is corrected.
16. Final Inspection: Whenever the work provided and contemplated by the contract shall have been satisfactorily completed and the final clean up performed, the City will make the final inspection at the site.
17. Amount of Bonds: The Faithful Performance Bond shall be in the sum of not less than one hundred percent (100%) of the contract price.
 - 17.1 The bond for material men and laborers shall be in an amount equal to not less than one hundred percent (100%) of the contract price. Form of bond required may be examined at the office of the Public Works Department; copies will be furnished, if desired, to prospective bidders.
 - 17.2 Payment and performance Bonds shall be executed by a California Admitted Surety insurer with a minimum Best's Insurance Guide rating of A+, Class VII.
 - 17.3 Whenever any surety or sureties on any such bond, or on any bonds required by law for the protection of the claims of laborers and material men, become insufficient or the City Council has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.
18. Compliance with Laws and Regulations: No proposal for work will be accepted from a Contractor who is not licensed in accordance with the law under the provisions of Chapter 9 of Division III, of the Business and Professions Code of the State of California, as amended. The Contractor awarded the contract shall also submit the Contractor's Certification of Qualifications for License Classification contained in these contract documents along with the submission of the executed contract and acceptable sureties. All bids submitted and all contracts awarded hereunder must be submitted, filed, made and executed in accordance with all applicable laws of the State of California and of the United States of America which

relate to bids and contracts of the nature referred to herein, whether such laws are expressly referred to herein or not.

19. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
20. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its Bid.
21. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

- END OF BID REQUIREMENTS -

**CITY OF CALEXICO
GENERAL CONDITIONS**

**WEAKLEY STREET IMPROVEMENT
FEDERAL-AID PROJECT NO. CML-5168(032)**

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GENERAL CONDITIONS

1. Definitions

- 1.1 The word "City" shall mean the City of Calexico, California, acting either directly or through properly authorized agents who act within the scope of the particular duties entrusted to them.
- 1.2 The word "Contractor" shall mean the party of the second part entering into the contract with the City for the performance of work required by these specifications, and legal representatives of said party, or agent appointed to act for said party in the performance of the work. Said party is referred to throughout the contract documents as if of the singular number and the masculine gender.
- 1.3 The word "Construction Manager" shall mean the City of Calexico Construction Manager for this Project, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
- 1.4 The word GREENBOOK shall mean the Standard Specifications for Public Works Construction contained in the 2024 Edition, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California Chapter of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher, Building News, Incorporated, 1612 South Clementine Street, Anaheim, California 92802, telephone (714) 517-0970.
- 1.5 Unless otherwise explicitly noted hereinafter, the words "day" or "days" shall mean a calendar day or calendar days, respectively. Please refer to General Condition 14.3 for the Project's regular working hours and days.
- 1.6 The "contract times" shall be the number of Calendar days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
- 1.7 The term "plans and specifications" shall mean the Plans and Technical Specifications prepared by the Engineer and approved by the City for the Project.
- 1.8 The term "plans," unless it is an otherwise explicitly stated meaning, shall mean the "plans" prepared by the Engineer and approved by the City for the Project.
- 1.9 The term "specifications," unless it is an otherwise explicitly stated meaning, shall mean the "Specifications" prepared by the Engineer and approved by the City for the Project.

2. Contract Documents

This Bid Document and Specifications, the Proposal, the City approved Plans and Specifications for the Project, and the Drawings, together with the construction Agreement, constitute the Contract. These Contract documents are complimentary, and what is called for in anyone shall be as binding as if called for in all. The intention of the documents is to require a complete and finished piece of work. The Contractor at its sole cost and expense shall perform all labor and services and shall furnish all materials, tools, equipment, and facilities necessary for the proper execution of the work, with the exception of such items as are definitely stipulated in the specifications or the drawings to be furnished by the City. Anything shown in the drawings and not in the specifications or in the specifications and not in the drawings shall be performed by the Contractor as though shown in both the drawings and the specifications.

3. Conflicting Terms

If an apparent conflict or inconsistency exists between the General Conditions herein and the Technical Specifications, the General Conditions herein shall control, unless clarified by the City through an RFI. For clarity of information, the order of precedence of Bid Documents for this Project shall be:

1. RFIs/Change Orders (in Written Form)
2. Verbal Authorization by the Construction Manager/Inspector for urgent work during the course of the working day (i.e. for unforeseen and unsafe conditions)
3. The Supplementary General Conditions - State Requirements
4. These Front-End General Conditions
5. The Front-end Additional Work Specifications
6. The Technical Specifications/Plans for this Project
7. City Standards (General Technical Specifications)
8. Agency Standards (i.e. SSPWC "Greenbook", etc.)

4. Authority of the City

The City shall:

- give all orders and directions contemplated under the contract;
- determine the adequacy of the Contractor's methods, plans, and appurtenances;
- determine in all cases the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for;
- determine all questions in relation to said work and the construction thereof; and
- decide in all cases every question, which may arise relative to the fulfillment of this contract on the part of the Contractor.

If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to the City/Engineer in writing. Contractor shall not proceed

with the Work affected thereby (except in an emergency) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by the City, or by an amendment or supplement to the Contract.

5. Access to Work

The City's agents and representatives from the California Department of Water Resources and State Water Resources Control Board shall at all times and for any purposes have access to the work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefore.

6. Lines of Grade

The Contractor shall furnish labor and materials for conducting surveying and staking for this Project. The Contractor shall preserve all stakes and points set for lines, grades or measurements of the work in their proper places until authorized to remove them by the Public Works Department Director. All expenses incurred in replacing stakes that have been removed without proper authority shall be paid by the Contractor.

7. Legal Address of Contractor

The address given in the Contractor's proposal on which the contract is founded is hereby designated as the place to which all notices, letters, and other communications to the Contractor shall be mailed or delivered. The mailing to or delivering at the above-named place of any notice, letters, or other communication to the Contractor shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of such mailing or delivery. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the City.

8. Contractor's Responsibilities

- 8.1 The Contractor shall be responsible for safe, efficient, and adequate methods and equipment during the progress of the work so as to secure the safety of the workmen, the quality of work required and the stipulated rate of progress.
- 8.2 The Contractor shall assume the defense of and indemnify and save harmless the City and its officers and agents from all claims of any kind arising from its own negligence or that of its agents in the performance of the contract.
- 8.3 The Contractor shall be responsible for any materials furnished him and for the care of all work until its completion and final acceptance, and the Contractor shall at its own expense replace damaged or lost material and repair damaged parts of the work, or the same may be done at its expense by the City.
- 8.4 During the progress of the work the Contractor shall keep the premises occupied by it in a neat and clean condition, and free from any unsightly accumulation of rubbish, unused material, concrete forms, and other equipment and materials belonging to it

or used under its direction during construction, and in the event of its failure to do so, the same may be removed by the City at the expense of the Contractor.

- 8.5 The City Construction Manager shall assist the Contractor to coordinate construction activities with the USGSA Construction Manager for the expansion of the Calexico West US Port of Entry to avoid to the extent practicable that Project construction activities from interfering with the above-cited expansion; and if avoidance is not practicable, minimize the interference.
 - 8.6 Contractor shall maintain good housekeeping practices and observe Best Management Practices throughout the execution of the project.
 - 8.7 The contractor shall make a special effort to control dust during the execution of work. Dust shall be maintained to a minimum by regular applications of water as necessary. It is the responsibility of the contractor to obtain all necessary permits and meet all requirements of the County of Imperial Air Pollution Control District. A copy of said permit shall be submitted to the City of Calexico Engineering Division.
 - 8.8 The Contractor shall be in full compliance with CalOSHA requirements for construction work, including trench requirements.
9. Contractor to Furnish Information
- 9.1 Before proceeding with the erection or set up of any temporary structures, the Contractor shall furnish the City with information and drawings of all such structures as may be required.
 - 9.2 Drawings and prints in such detail as may be required, or articles, machinery, or fabricated materials entering into permanent construction which are by these specifications required to be furnished by the Contractor and of which detailed drawings are not furnished by the City shall be submitted by the Contractor for approval and shall become the property of the City. Such approval shall not, however, operate to waive or modify any provision or requirement contained in these specifications.
10. Examination of Work
- 10.1 Bidders shall examine the location, physical conditions, and surroundings of the area for proposed work and judge for themselves the nature of the excavations to be made and the work to be done.
 - 10.2 The Contract documents for the work show conditions as they are supposed or believed by the City to exist, but it is not intended or to be inferred that the conditions as shown therein constitute a representation or warranty, express or implied, by the City or any of its officers or employees, that such conditions are actually existent, nor shall the Contractor be relieved of the liability under its contract, nor shall the City or any of its officers or employees be liable for any loss sustained by the Contractor as a

result of any variance between conditions shown in the Contract Documents and the actual conditions revealed during the progress of the work or otherwise.

11. Plans and Drawings

11.1 Any alteration affecting the requirements and information given on the City's approved Plans and Specifications for the Project shall be approved by the City in writing, before any work involving the alteration is performed.

11.2 It is mutually agreed, however, that approval by the City of the Contractor's working plans does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall conform with the approved plans and specifications.

12. Personal Attention

The Contractor shall give its personal attention constantly to the faithful prosecution of the work, and shall be present, either in person or by a duly authorized and competent representative, on the site of the work, continually during its progress, to receive directions or instructions from the City. Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders may be given by the City, and shall be received and obeyed by the superintendent or foreman who may have charge of the particular part of the work in reference to which orders are given.

13. Protests

If the Contractor considers any work demanded of it to be outside the requirements of the Contract, or if the Contractor considers any order or ruling of the City or of any inspector to be unfair, the Contractor shall immediately upon such work being demanded or such order or ruling being made, ask for written instructions or decision, whereupon the Contractor shall proceed without delay to perform the work or conform to the order or ruling; but unless the Contractor finds such instructions or decision satisfactory, it shall, within ten (10) days after receipt of same, file a written protest with the City, stating clearly and in detail its objections and the reason therefore. Except for such grounds of protest or objections as are made of record in the manner specified and within the time stated herein, the Contractor hereby waives all grounds for protests or objections to the orders, ruling, instructions or decisions of the City, and hereby agrees that as to all matters not included in such protests the orders, instructions and decisions of the City shall be final and conclusive.

14. Right-of-Way

The right-of-way and encroachment permit(s) for the work to be constructed shall be provided by the City. The Contractor shall make its own arrangements and pay all expenses for additional area required by it outside of the limits of the right-of-way and encroachment permit(s), unless otherwise provided in the special conditions.

15. Time and Order of Work

15.1 The Contractor shall at all times employ such force, plant, materials and tools as will be sufficient, in the opinion of the City, to complete the work or any separable portions thereof in accordance with a progress schedule and within the time limit fixed by the contract. If the Contractor should fail to employ sufficient force, plant, materials and tools or to maintain adequate progress it may, after such failure, be required to increase its progress at any point or points or to modify its plans and procedures in such manners and to such extent as the City may direct, any extension of such shall not relieve the Contractor from the necessity of maintaining the required progress. In case of an extension by the City of the time for the completion of the contract, as hereinafter provided a revised schedule of progress may be prescribed in accordance with such extension of time.

15.2 The time in which the various portions and the whole of the contract are to be performed and the work is to be completed is of the essence of the contract.

16. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, which shall be as follows:

- a. Working Hours: 7:00 am to 4:00 pm (assumes 1-hour lunch break)
- b. Working Days: Monday through Friday, except legal holidays

Contractor shall not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld. Additionally, the City shall consider exceptions and changes to this schedule for due cause, including anticipated high temperature during the summer months (May through September).

17. Assignment Forbidden

17.1 The Contractor shall not assign, transfer, convey, or otherwise dispose of this contract, or of its right, title or interest in or to the same or any part thereof, without the previous consent in writing of the City; and the Contractor shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the contract unless by and with the like consent signified in like manner.

17.2 If the Contractor shall, without such previous written consent, assign, transfer, convey or otherwise dispose of the contract or of its right, title or interest therein, or of any of the monies to become due under the contract, to any other person, company or other corporation, the contract may at the option of the City be terminated and revoked, and the City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its assignee or transferee.

17.3 No right under the contract, nor any right to any money to become due hereunder, shall be asserted against the City in law or equity by reason of any so-called assignment of the contract, or any part thereof, or by reason of the assignment of any monies to become due hereunder, unless authorized as aforesaid by the written consent of the City.

18. Subletting

The Contractor shall give its personal attention of the fulfillment of the contract and shall keep the work under its control. Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the City, the Contractor shall (1) corrective action as the circumstances warrant upon being notified by the City of the unsatisfactory work so that the work is prosecuted in a satisfactory manner; and (2) shall inform the City in writing about the corrective action taken within five (5) days of when the action was taken.

19. Suspension of Contract

19.1 If the work to be done under the contract shall be abandoned by the Contractor, or if the Contractor shall make a general assignment for the benefit of its creditors or be adjudicated a bankrupt, or if a receiver of its property or business is appointed by a court of competent jurisdiction, or if this contract shall be assigned by him otherwise than hereinbefore specified, or if at any time the City shall be of the opinion that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the conditions or covenants of the contract, or of the specifications, or is executing the same in bad faith or not in the time named in the contract for its completion, or within the time to which the completion of the contract may have been extended as hereinbefore provided, the City may, by written notice, instruct the Contractor to discontinue all work or any part thereof under this contract.

19.2 When such written notice is served upon the Contractor as provided in Article 6, above., the Contractor shall immediately discontinue the work or such part thereof as is covered by the notice and shall not resume the same except by written instructions from the City. In any such case, the City may take charge of the work and complete it by a new contract or by force account. In so doing, the City may take possession of and use any of the materials, plant, tools, equipment, supplies and property of every kind provided by the Contractor for the purposes of its work. The City may procure other materials and provide labor for the completion of same, or contract therefore and charge the expense of completion by either method to the Contractor. These charges shall be deducted from such monies as may be due or may at any time hereafter become due the Contractor under and by virtue of this contract or any part thereof. In case such expense shall exceed the amount which would have been due the Contractor under the contract if the same had been completed by it, it shall pay the amount of such excess to the City; and in case such expense shall be less than the amount which would have been payable under this contract if the same had been

completed by the Contractor, the Contractor shall have no claim to the difference except to such extent as may be necessary, in the opinion of the City, to reimburse the Contractor or the Contractor's sureties for any expense, properly incurred for plant, equipment, materials, supplies and labor devoted to the prosecution of the work of which the City shall have received the benefit and which shall not have been otherwise paid for by the City. In computing such expense so far as it shall be deducted from the depreciated value thereof at the time taken over by the City and the difference shall be considered as an expense. Evidence of such expense satisfactory to the City, shall be required, and all necessary estimates and appraisements shall be made by him.

19.3 When any particular part of the work is being carried on for the City by contract or otherwise, under the provisions of this General Conditions, the Contractor shall continue the remainder of the work in conformity with the terms of its contract, and in such manner as in nowise to hinder or interfere with the persons or workmen employed, as above provided, by the City, by contract or otherwise to do any part of the work or to complete the same under the provisions of this General Conditions.

20. Suspension of Work, Extension of Time, No Extra Compensation

20.1 The City shall have the authority to suspend the work wholly or in part, for such period as it may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work or for such time as the City may deem necessary due to the failure on the part of the Contractor to carry out orders given or to perform any provisions of the work. The Contractor shall immediately obey such order of the City. However, prior to taking such action, the City shall consider the Contractor's recommendations on the matter.

20.2 Applications for extension of time must be made promptly in writing, stating cause. Applications for extension of time shall be addressed to the City.

20.3 Permitting the Contractor to continue and finish the work, or any part of it, after the date to which the time fixed for its completion may have been extended, shall in nowise operate as a waiver on the part of the City or any of its rights under this contract.

21. Failure to Complete on Time and Liquidated Damages

21.1 The Contractor shall pay for each and every day, including Sundays and legal holidays that they shall be in default in completing the whole work to be done under this contract. The City shall have the right to deduct the amount of such damages from any monies due or to become due the Contractor under this contract.

21.2 It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City.

21.3 The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by the acts of God or of the public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes; provided, that the Contractor shall within ten (10) days from the beginning of any such delay notify the City in writing of the causes of delay, who shall ascertain the facts and the extent of delay, and its findings of the facts thereon shall be final and conclusive.

22. Changes

22.1 If either the City or the Contractor on account of conditions which develop during the progress of the work finds it impracticable to comply strictly with these specifications, the City may prescribe a modification of requirements of methods of work. For such purposes, the City shall considered the Contractor's recommendations on the matter to determine whether by written order make such changes as the City finds necessary in the design, line, grade, form, location, dimensions, plan or material of any part of the work or equipment hereinafter specified, or in the quantity or character of the work or equipment to be furnished. If such changes or alterations render useless, any work already done or materials already furnished or used in the work, the City shall make reasonable allowance therefore, which action shall be binding upon both parties.

22.2 In the event of increasing or decreasing of work, the total amount of work actually done or materials or equipment furnished shall be paid for according to the unit price established for such work under the contract, wherever such unit price has been established. In the event no prices are named in the contract to cover such changes or alteration, the cost of such changes shall be covered as hereinafter provided for extra work.

22.3 The City reserves the right to increase or decrease the quantity of any item or portion of work or to omit portions of the work as may be deemed necessary or expedient by the City.

23. Extra Work

23.1 If during the performance of the contract, it shall, in the opinion of the City, become necessary or desirable for proper completion of the contract to order work done or materials or equipment furnished which in the opinion of the City are not susceptible of classification under the bid items, the Contractor shall do and perform such work and furnish such materials and equipment as extra work, as hereinafter provided. All extra work shall be ordered in writing before it is started. No extra work shall be paid for unless ordered in writing.

23.2 Extra work will ordinarily be paid for at a lump sum or unit price agreed upon in writing by the City and the Contractor before the extra work shall be ordered.

23.3 Whenever in the judgment of the City extra work or extra material, as the case may be, is not of like character to and is not susceptible of classification under the bid items of the contract as specified, and it is impracticable because of the nature of the work, or for any other reason to fix the price before the extra work order shall be issued, extra work and material, when furnished by the Contractor, shall be paid for at actual necessary cost of materials, supplies, labor (including foremen's wages), workmen's compensation insurance, contributions made to the State as required by the provisions of the Unemployment Insurance Act, Chapter 352, Statutes of 1935, as amended, taxes paid to the Federal Government as required by The Social Security Act, approved August 14, 1935, as amended and the reasonable value of the use of equipment for the actual time it is used, all as determined by the City, plus fifteen percent (15%) to cover the following:

- Profit
- General Expenses
- All insurance except workmen's compensation insurance
- Excise taxes
- Property taxes
- Bond premiums
- License and inspection fees imposed by any governmental authority
- Any and all other items of expense not specifically mentioned under Subsection (c) herein

The City's determination and certification of said actual necessary cost shall be binding and conclusive on the Contractor, and the City shall be deemed the arbiter to determine the cost of such work.

23.4 If any work or materials be ordered under this General Conditions on a cost-plus basis, the Contractor shall, at the times directed during the performing of the work or the furnishing of the materials, render to the City, written reports in prescribed form, showing all items that may enter into the cost, the quantity and the character of each such material, from whom purchased and the net amount paid or to be paid therefore, and such other information as directed. If required, the Contractor shall produce any books, vouchers, other records, or memoranda, which will assist the City in determining the true, necessary cost of the work and materials to be paid for.

23.5 Any extra work performed hereunder shall be subject to all the provisions of the contract and the Contractor's sureties shall be bound with reference thereto as under the original contract.

24. Cost Breakdown

Within ten (10) days after commencing work, the Contractor shall submit, to the City a cost breakdown in duplicate of all unit and lump sum prices under the contract. The breakdown, as approved, may be used by the City to verify the fair value of the work for progress payments.

25. Progress Estimates

25.1 The City, shall on or about the fifth day of each calendar month, except as provided in General Conditions Article 22, above, make in writing and certify to the City Clerk an estimate such as in its opinion shall be just and fair, of the amount and value of the work done by the Contractor and of the amount and value of all acceptable materials furnished and delivered by the Contractor to the site and not used up to that time in the performance of the contract. To the figure thus arrived at, shall be added any amounts due the Contractor for extra work and the amount of any approved claims for extra cost to the date of the progress estimate.

25.2 A deduction of five percent (5%) shall be made from the estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused, and from the remainder there shall be further deducted any amounts due the City from the Contractor for supplies or materials furnished or services rendered and any other amounts that may be due the City under the terms of the contract. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the progress estimate for that month.

25.3 Such progress estimates shall not be required to be made by strict measurement, but they may be made by measurement or by estimation, or partly by one method or partly by the other, and it shall be sufficient if they are approximate only.

25.4 Pursuant to California Public Contract Code Section 22300, the Contractor has the option of substituting securities for any money that is withheld under this General Conditions.

26. Progress Estimates May be Withheld

The progress estimates provided for in Item 27, below, may at any time be withheld or reduced if, in the opinion of the City, the Contractor is not diligently and efficiently endeavoring to comply with the intent of the contract, or if the Contractor shall fail to pay its labor and material bills as they become due.

27. Progress Payments

27.1 Refer to Technical Specifications, General Requirements, Construction Progress Documentation (Sec. 01 32 00), Item 3.5 regarding progress payments.

27.2 Upon each progress estimate being made and certified in writing, the City shall, within thirty (30) days after the date of such estimates, except as stipulated in Item 27.3 hereof, pay to the Contractor the amount stated in such estimates to be due the Contractor; provided, however, that the City may at all times reserve and retain from such progress payments, in addition to the retained percentage and other amounts above mentioned to be deducted in computing the progress estimated, any sum or sums which by the terms hereof, or of any law of the State of California, it is or may be

authorized or required to reserve or retain; and provided further, that no progress estimate or progress payment shall constitute an acceptance of the work or any portion thereof. The percentage deducted as above set forth shall become due and payable with and as a part of the final payment to be made as hereinafter provided.

27.3 In the event the contract or any part thereof shall be suspended as provided in Item 20, above, the retained percentage as provided in Item 23, above, shall become the sole and absolute property of the City to the extent necessary to repay to the City any excess in the cost of the work above the contract price. After issuance of notice to discontinue work, no payments upon progress estimates or otherwise shall thereafter be made the Contractor for the work covered by said notice until completion of the work.

28. Final Estimate and Payment

28.1 Whenever in the opinion of the City the Contractor shall have completely performed the contract on its part, the City shall submit to the Contractor a written statement of the final quantities of contract items for inclusion in the final estimate. The Contractor shall be expected to submit its written approval of said proposed final quantities within seven (7) working days of receipt of the City statement, or in the event the Contractor disagrees with such written statement, shall within seven (7) working days file a written statement of all claims, which the Contractor intends to present.

28.2 Upon receipt from the Contractor of written approval of the final quantities or such written statement of its claims, the City shall make in writing and certify to the City Clerk an estimate in which the City shall state, from actual measurements, the whole amount of work done by the Contractor and also the value of such work under and according to the terms of the contract. **Within ten (10) days after the date of receipt of the aforesaid approval or state of claims, the Public Works Department Manager shall cause to be filed, on behalf of the City, in the Office of the Imperial County Recorder, a Notice of Completion of the work herein agreed to be done by the Contractor.** On the expiration of forty-five (45) days after the filing of such notice of completion of the work, the City shall pay to the Contractor the amount remaining after deducting from the amount of value stated in the first mentioned estimate all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract.

28.3 All prior estimates upon which partial payments have been made shall be subject to correction in the final estimate. The final estimate and payments made there under shall be final and conclusive upon the Contractor.

29. Recovery of Damages

The making of an estimate and payment in accordance therewith shall not preclude the City from demanding and recovering from the Contractor such damages as it may sustain by reason of its failure to comply with the specifications.

30. Final Payment Terminates Liability

The acceptance by the Contractor of the final payment aforesaid shall be a release to the City and its agents from all claim and liability to the Contractor for anything done or furnished for or relating to the work or for any act or neglect of the City or of any person relating to or affecting the work except the claim against the City for the remainder, if any, of the amount kept or retained as provided in General Conditions Article 31, above.

31. No Personal Liability

No agent of the City shall be personally responsible for any liability arising under the contract. No claims shall be made or filed and neither the City nor any of its agents shall be liable for or held to pay any money, except as specifically provided in the contract.

32. Monies May Be Retained

The City may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expense, losses or damages as determined by the City incurred by the City for which the Contractor is liable under the contract.

33. Unpaid Claims

If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within such claims of liens may be filed for the record as prescribed by Section 3179 of the Civil Code of the State of California, any person or persons claiming to have performed any labor or furnished any material, supplies or services toward the performance or completion of this contract, or that they have agreed to do so, shall file with the City a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, together with a statement that the same has not been paid or if any person or persons shall bring against the City or against any agent or agents thereof any action to enforce such claim, the City shall until the discharges thereof withhold from the monies under its control so much of said monies due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided that if the City shall in its discretion permit the Contractor to file such additional bonds as is authorized by Section 3196 of the Civil Code, in a penal sum equal to one and one-fourth (1-1/4) times the amount of said claim, said monies shall not thereafter be withheld on account of such claim.

34. Additional Surety

If during the continuance of the contract, any of the sureties upon the faithful performance bond in the opinion of the City is/ or becomes insufficient, the City may require additional sufficient sureties which the Contractor shall furnish, to the satisfaction of the City, within fifteen (15) days after notice and in default thereof the contract may be suspended and the work completed as provided in General Conditions Article 19 hereof.

35. Payroll Records; Labor Compliance

35.1 Pursuant to Labor Code section 1776, Contractor and all subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, 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 them in connection with the Work under this Contract. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

35.2 In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations (“DIR”) on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

35.3 Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of Work, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

35.4 The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the City. The Contractor shall also provide the following:

1. A certified copy of the employee’s payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
2. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.

35.5 Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement (“DLSE”) of the DIR or shall contain the same information as the forms provided by the DLSE.

35.6 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or

obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or performing the contract shall not be marked or obliterated.

35.7 In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of one hundred dollars (\$100.00) to the City for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payment then due.

35.8 The responsibility for compliance with this Article shall rest upon the Contractor.

36. Prevailing Rates of Wages

36.1 The Contractor is aware of the requirements of Labor Code sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.* ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov. In the alternative, the Contractor may view a copy of the prevailing rate of per diem wages which are on file at the City's Administration Office and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

36.2 The Contractor shall forfeit as a penalty to the City not more than Two Hundred Dollars (\$200.00), pursuant to Labor Code section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for any public work done under the Contract by it or by any subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the

Contractor.

36.3 Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

37. Public Works Contractor Registration

Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its subcontractors must be registered with the Department of Industrial Relations prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

38. Employment of Apprentices

38.1 Contractor and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices.

38.2 Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

38.3 Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.

38.4 The responsibility for compliance with this Article shall rest upon the Contractor.

39. Samples and Tests

39.1 At the option of the City, the source of supply of each of the materials shall be approved by the City before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work for testing or examination as desired by the City.

39.2 All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods and tests are prescribed in these specifications.

39.3 The Contractor shall furnish such samples of materials as are requested by the City, without charge. No material shall be used until it has been approved by the City. Samples will be secured and tested whenever necessary to determine the quality of material.

40. Inspection

40.1 City representatives and agents and agents from the California Department of Water Resources and State Water Resources Control Board shall at all times have access to the work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship and character of materials used and employed in the work.

40.2 Whenever the Contractor varies the period, which work is carried on each day, it shall give due notice to the City and City Construction Manager so that proper inspection may be provided. The inspection of the work shall not relieve the Contractor of any of its obligations to fulfill the contract as prescribed. Defective work shall be made good and unsuitable materials may be rejected notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City and accepted or estimated for payment.

41. Defective Work on Materials

41.1 If the work, or any part thereof, shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defects without compensation in a manner satisfactory to the City, and the cost of any excess material furnished by the City shall be borne by the Contractor.

41.2 All materials not conforming to the requirements of these specifications shall be considered as defective and all such material whether in place or not shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the City. No rejected material, the defects of which have been subsequently corrected shall be used until approved in writing by the City.

41.3 Upon failure on the part of the Contractor to comply with any order of the City made under the provisions of this article, the City shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

42. Use of Completed Portions

The City may at any time during progress of the work, after written notice to the Contractor, take over and place in service any completed portions of the work which are ready for service, although the entire work of the contract is not fully completed and notwithstanding the time for completion of the entire work or such portions which may not be expired. In case, the City shall issue certificates of acceptance for such portions of the work but such taking possession thereof

shall not be deemed an acceptance of any other portion of the work, nor of any incomplete portions, nor of any work not completed in accordance with the contract documents.

43. Property Rights in Materials

Nothing in this contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil or after payment has been made for the value of unused material delivered to the site of the work as provided for in Section 23 hereof. All such materials attached or affixed or unused shall become the property of the City.

44. Title to Materials Found on the Work

The right to the use of all soil, stone, gravel, sand and all other materials and equipment developed or obtained in the excavation or other operations by the Contractor or any subcontractor or any of their employees and the right to use and/or dispose of the same are hereby expressly reserved in the City and neither the Contractor, nor any subcontractor nor any of their employees shall have any right, title or interest in or to any part thereof nor shall they, nor any of them, assert or make any claim thereto. The Contractor shall be permitted to use in the work, without charge, any such materials, which meet the requirements of these specifications.

45. Enforcement of Order

The Contractor shall be responsible for maintaining good order at the site where work is performed under this contract and to that end shall employ such watchmen or other persons as may be required. Unauthorized persons shall be excluded from the site of the work. The Contractor shall not sell, nor shall it permit or suffer the introduction or use of intoxicating liquors or narcotics upon the works embraced in these specifications or upon any of the grounds occupied or controlled by him in connection with such works.

46. Patents and Copyrights

The Contractor shall hold and save the City, its officers, agents and employees harmless from liability of any nature and kind including costs and expenses for or on account of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance manufactured, furnished or used by him in the performance of this contract, including their use by the City, unless otherwise specifically stipulated in the contract.

47. Laws and Regulations

- 47.1 The Contractor shall keep itself fully informed of all Federal and State laws, County and City ordinances and regulations which in any manner affect those engaged or employed on the work or the materials used in the work or in any way affecting the conduct of the work. If any discrepancy or inconsistency should be discovered in this contract, or in the drawings or specifications herein referred to in relation to any such law, ordinance or regulation, the Contractor shall forthwith report the same in writing to the City. The Contractor shall, at all times, observe and comply with and shall cause all its agents and employees to observe and comply with all such applicable laws,

ordinances and regulations in effect or which may become effective before completion of this contract. The Contractor shall protect and indemnify the City and its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance or regulation whether by the Contractor itself or by its employees.

47.2 Except as otherwise explicitly provided elsewhere in these specifications, all permits and licenses necessary to the prosecution of the work shall be secured by the Contractor at its own expense, and it shall pay all taxes properly assessed against its equipment or property used or required in connection with the work.

47.3 All federal and state laws and regulations now imposed by competent authority and relating to any materials required to be furnished under these specifications and work required to be done hereunder shall be deemed to be and hereby are made controlling and part of these specifications.

48. Sales and/or Use Taxes

Except as may be otherwise provided herein, all sales and/or use taxes assessed by Federal, State or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

49. Indemnity Agreement

49.1 Except for the gross negligence or willful misconduct of an Indemnitee (as hereinafter defined), the Contractor hereby assumes liability for and agrees to defend (at Indemnitees' option), indemnify, protect and hold harmless City and its Project Consultants, and Engineers, officers, agents, and employees ("Indemnitees") from and against any and all claims, charges, damages, demands, actions, proceedings, losses, stop notices, costs, expenses (including counsel fees), judgments, civil fines and penalties, liabilities of any kind or nature whatsoever, which may be sustained or suffered by or secured against the Indemnitees arising out of or encountered in connection with this Agreement or the performance of the work including, but not limited to, death of or bodily or personal injury to persons or damage to property, including property owned by or under the care and custody of City, and for civil fines and penalties, that may arise from or be caused, in whole or in part, by any negligent or other act or omission of Contractor, its officers, agents, employees or subcontractors including, but not limited to, liability arising from:

1. Dangerous, hazardous, unsafe or defective condition of, in or on the premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use of occupation of the premises by Contractor, its officers, agents, employees, or subcontractors;
2. Any operation conducted upon or any use or occupation of the premises by Contractor, its officers, agents, employees, or subcontractors under or pursuant to the provisions of this contract or otherwise;

3. Any act, omission or negligence of Contractor, its officers, agents, employees, or subcontractors.
 4. Any failure of Contractor, its officers, agents or employees to comply with any of the terms or conditions of this contract or any applicable federal, state, regional, or municipal law, ordinance, rule or regulation; and
 5. The conditions, operations, uses, occupations, acts, omissions or negligence referred to in sub-articles 1 through 4, above, existing or conducted upon or arising from the use or occupation by Contractor on any other premises in the care, custody and control of City.
- 49.2 The Contractor also agrees to indemnify City and pay for all damage or loss suffered by City including but not limited to damage to or loss of City property, to the extent not insured by City and loss of City revenue from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions or negligence referred to in sub-subsections 1 through 5, above.
- 49.3 Contractor's obligations under this General Conditions Section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.
- 49.4 Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this General Conditions Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this General Conditions Section .
- 49.5 Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this agreement or this General Conditions Section.
- 49.6 This Indemnity shall survive termination of the Agreement of Final Payment hereunder. This Indemnity is in addition to any other rights or remedies that the Indemnitees may have under the law or under any other contract documents or Agreements. In the event of any claim or demand made against any party which is

entitled to be indemnified hereunder, City may, in its sole discretion, reserve, retain or apply any monies to the Contractor under this Agreement for the purpose of resolving such claims; provided, however, City may release such funds if the Contractor provides City with reasonable assurance of protection of the Indemnitees' interests. City shall, in its sole discretion, determine whether such assurances or reasonable.

50. Insurance Requirements

50.1 Prior to the beginning of and throughout the duration of the work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this General Conditions Section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to the City.

50.2 Contractor shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.
 - i. Contractor's policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:
 - Explosion, collapse or underground hazard (XCU)
 - Products and completed operations
 - Pollution liability
 - Contractual liability
 - ii. Coverage shall be applicable to City for injury to employees of: contractors, subcontractors or others involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.
2. **Workers Compensation** on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
3. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees

will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

4. **Excess or Umbrella Liability Insurance** (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverage. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$2,000,000 per occurrence and aggregate.
5. **Course of Construction** insurance shall provide “all risk” coverage for the completed value of the project. Policies shall contain the following provisions: (1) City shall be named as loss payee; and (2) the insurer shall waive all rights of recovery against the City.

50.3 Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Best rating of A- or better and minimum financial size VII.

50.4 Contractor and City further agree as follows:

1. Contractor agrees to endorse the third party general liability coverage required herein to include as additional insured City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 1985. Contractor also agrees to require all contractors, subcontractors and anyone else involved in any way with the project contemplated by this agreement, to do likewise.
2. Any waiver of subrogation express or implied on the part of City to any party involved in this agreement or related documents applies only to the extent of insurance proceeds actually paid. City, having required that it be named as an additional insured to all insurance coverage required herein, expressly retains the right to subrogate against any party for sums not paid by insurance. For its part, Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the project contemplated by this agreement, to do likewise.
3. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this agreement shall be endorsed to delete the subrogation condition as to City, or to specifically allow Contractor or others providing insurance herein to waive subrogation prior to a loss. This endorsement

shall be obtained regardless of existing policy wording that may appear to allow such waivers.

4. It is agreed by Contractor and City that insurance provided pursuant to these requirements is not intended by any party to be limited to provide coverage for the vicarious liability of City, or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this or any other agreement (express or implied) in any way relating to City is intended to apply to the full extent of the policies involved. Nothing referred to here or contained in any agreement involving City in relation to the project(s) contemplated by this agreement is intended to be construed to limit the application of insurance coverage in any way.
5. None of the coverage required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) which may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of binders of coverage, or endorsements, or certificates of insurance, at the option of City, shall be delivered to City at or prior to the execution of the agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.
8. Contractor agrees to endorse, and to require others to endorse, the insurance provided pursuant to these requirements, to require 30 days notice to City and the appropriate tender prior to cancellation of such liability coverage and notice of any material alteration or non-renewal of any such coverage, and to require contractors, subcontractors, and any other party in any way involved with the project contemplated by this agreement to do likewise.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self insurance available to City.
10. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this General Conditions Section. Contractor agrees that upon

request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

11. Contractor agrees that all layers of third party liability coverage required herein, primary, umbrella and excess, will have the same starting and expiration date. Contractor agrees further that all other third party coverage required herein will likewise have concurrent starting and ending dates.
12. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, architect, engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
13. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
14. For purposes of applying insurance coverage only, all contracts pertaining to the project will be deemed to be executed when finalized and any activity commences in furtherance of performance under this agreement.
15. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
16. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. The insurance shall include but not be limited to products and completed operations and discontinued operations, where applicable. Termination of this obligation is not effective until City executes a written statement to that effect.
17. Contractor agrees to waive its statutory immunity under any workers' compensation statute or similar statute, in relation to the City, and to require all subcontractors and any other person or entity involved in the project contemplated by this agreement to do likewise.
18. Requirements of specific coverage features are not intended as limitations on other requirements or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be all inclusive.

19. Any provision in any of the construction documents dealing with the insurance coverage provided pursuant to these requirements is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. All liability coverage provided according to these requirements must be endorsed to provide a separate aggregate limit for the project that is the subject of this agreement and evidencing products and completed operations coverage for not less than two years after issuance of a final certificate of occupancy by all appropriate government agencies or acceptance of the completed work by City.
21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

51. Trespass

The Contractor shall be responsible for all damage or injury, which may be caused on any property by trespass of the Contractor's employees in the course of their employment whether the said trespass was committed with or without the consent or knowledge of the Contractor.

52. Safety, Sanitary, and Medical Requirements

The Contractor and its subcontractors, if any, and employees shall promptly and fully carry out the existing safety, sanitary and medical requirements as may from time to time be prescribed by the City or by Imperial County or State Health Departments to the end that proper work shall be done and the safety and health of the employees and of the community may be observed and safeguarded. In case such regulations and orders are not observed by the Contractor, they may be enforced by the City at the Contractor's expense.

53. Protection and Cleanup

The Contractor shall protect and care for all work until completion and acceptance thereof. Before the Contractor makes application for the acceptance of the work, all rubbish, excess earth and rock or surplus materials shall be removed leaving the site in a neat, orderly and presentable condition.

54. Labor Discrimination

No discrimination shall be made in the employment of persons upon Public Works because of the race, color, religious creed, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation of such persons except as provided in Section 12940 of the California Government Code, and every contractor for Public Works violating Section 1735 of the California Labor Code is subject to all penalties imposed for a violation of Chapter 1, of Part 7, of Division 2 of the California Labor Code.

55. Apprentices

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment apprentices by the Contractor or any subcontractor under him. The Contractor and any subcontractor under him shall comply with the requirements of said sections in the employment of apprentices. Information relative to Apprenticeship Standards Wage Schedules and other requirements may be obtained from the Director of Industrial Relations, Ex Officio the Administrator of Apprenticeship - San Francisco, California or from the Division of Apprenticeship Standards and its branch offices.

56. Preconstruction Conference

Before the start of construction, the City shall arrange to meet with its agents and the Contractor to discuss the requirements on such matters as project supervision, on-site inspections, progress, schedules and reports, payment(s) to Contractor(s), safety and other items pertinent to the project. At this conference, all parties should be prepared to discuss any anticipated problems.

57. Subcontracting Listing

57.1 Any person making a bid or offer to perform the work described in this contract shall in its bid or offer set forth:

1. The name and location of the place of business of each subcontractor who will perform work of labor or render service to the Contractor in or about the construction of the work or improvement or a subcontractor licensed by the State of California, who, under the subcontract to the Contractor, especially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half ($\frac{1}{2}$) of one percent of the Contractors total bid.
2. The portion of the work, which will be done by each such subcontractor under this contract. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in its bid.

57.2 No Contractor whose bid is accepted shall, without the consent of the City either:

1. Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
2. Permit any subcontractor to be assigned or transferred or allow it to be performed by any other than the original subcontractor listed in the bid.
3. Sublet or subcontract any portion of the work in excess or one-half ($\frac{1}{2}$) of one percent of the Contractor's bid as to which its original bid did not designate a subcontractor.

57.3 Subletting or subcontracting any portion of the work as to which no subcontractor was designated in the original bid shall be permitted only in case of public emergency or necessity, and then only after a finding reduced to writing as public record of the awarding authority setting forth the facts constituting such emergency or necessity.

58. Labor Compliance

After the City has awarded said project at pre-construction meeting, the City of Calexico Labor Compliance Officer shall present information at this conference regarding State labor law requirements applicable to contract, including prevailing wage requirements, respective record-keeping responsibilities, the requirements for submittal of certified payroll records to the City and the prohibition against discrimination in employment.

59. Termination for Convenience by the City:

59.1 The City may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, if the City determines that a termination is in the City's interest.

59.2 The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the City, the extent of termination, and the Effective Date of such termination.

59.3 After receipt of Notice of Termination, and except as directed by the City's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

1. Stop Work as specified in the Notice.
2. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
3. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Document is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
4. Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.
5. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.
6. Submit to the City's Representative, within ten (10) calendar days from the Effective Date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the Contract documents to incur, shall: (1) be submitted to and received by the Engineer no later than 30 calendar days after the Effective Date of the Notice of Termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the City's Termination for Convenience."

- 59.4 Termination of the Contract shall not relieve Surety of its obligation for any just claims arising out of or relating to the Work performed.
- 59.5 In the event that the City exercises its right to terminate this Contract pursuant to this clause, the City shall pay the Contractor, upon the Contractor's submission of the documentation required by this clause and other applicable provisions of the Contract Documents, the following amounts:
1. All actual reimbursable costs incurred according to the provisions of this Contract.
 2. A reasonable allowance for profit on the cost of the Work performed, provided Contractor establishes to the satisfaction of the City's Representative that it is reasonably probable that Contractor would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed fifteen (15%) percent of the costs.
 3. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Contract under this Article.
- 59.6 Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the City or the Contract is terminated.
- 59.7 City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed Work including, without limitation, any overhead and profit on the portion of the Work that is terminated and shall not be entitled to damages or compensation of any kind or nature for termination of Work.

END OF GENERAL CONDITIONS

**CITY OF CALEXICO
SUPPLEMENTARY GENERAL CONDITIONS (CA STATE REQUIREMENTS)**

**WEAKLEY STREET IMPROVEMENT
FEDERAL-AID PROJECT NO. CML-5168(032)**

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**SUPPLEMENTARY GENERAL CONDITIONS (STATE)
CALIFORNIA STATE REQUIREMENTS**

Definitions

The word "City" shall mean the City of Calexico, California

1. State Wage Determinations:

- a) As required by Sections 1770 and following, of California Labor Code, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the CITY, which copies shall be made available to any interested party on request. The CONTRACTOR shall post a copy of such determination at each job site.
- b) In accordance with Section 1775 of the California Labor Code, the CONTRACTOR shall, as a penalty to the CITY, forfeit not more than \$50.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director for the work or craft in which the worker is employed for any public work done under the contract by him or her or by subcontractor under him or her.

2. Workers' Compensation:

- a) In accordance with the provisions of Section 3700 of the California Labor Code, the CONTRACTOR shall secure the payment of compensation to his employees.
- b) Prior to beginning work under the Contract, the CONTRACTOR shall sign and file with the CITY the following certification:

"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."

- c) Notwithstanding the foregoing provisions, before the Contract is executed on behalf of the CITY, a bidder to whom a contract has been awarded shall furnish satisfactory evidence that it has secured in the manner required and provided by law the payment of workers' compensation.

3. Apprentices on Public Works:

The CONTRACTOR shall comply with all applicable provisions of Section 1777.5 of the California Labor Code relating to employment of apprentices on public works.

4. Working Hours:

The CONTRACTOR shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The CONTRACTOR shall, as a penalty to the CITY, forfeit \$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 such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours at not less than 1-1/2 times the basic rate of pay.

5. CONTRACTOR Not Responsible For Damage Resulting From Certain Acts of God:

As provided in Section 7105 of the California Public Contract Code, the CONTRACTOR shall not be responsible for the cost of repairing or restoring damage to the WORK which damage is determined to have been proximately caused by an act of God, in excess of 5 percent of the contracted amount, provided, that the WORK damaged was built in accordance with accepted and applicable building standards and the plans and specification of the CITY. The CONTRACTOR shall obtain insurance to indemnify the CITY for any damage to the WORK caused by an act of God if the insurance premium is a separate bid item in the bidding schedule for the WORK. For purposes of this Section, the term "acts of God" shall include only the following occurrences or condition and effects: earthquakes in excess of a magnitude 3.5 on the Richter Scale, tidal wave.

6. Notice of Completion:

In accordance with the Sections 3086 and 3093 of the California Civil Code, within 10 days after date of acceptance of the WORK by the CITY'S governing body, the CITY will file, in the County Recorder's office, a Notice of Completion of the WORK.

7. Unpaid Claims:

If, at any time prior to the expiration of the period for service of a stop notice, there is served upon the CITY a stop notice as provided in Sections 3179 and 3210 of the California Civil Code, the CITY shall, until the discharge thereof, withhold from the monies under its control so much of said monies due or become due to the CONTRACTOR under this Contract as shall be sufficient to answer the claim stated in such stop notice and to provide for the reasonable cost of any litigation thereunder; provided, that if the CONSTRUCTION MANAGER shall, in its discretion, permit CONTRACTOR to file with the CITY the bond referred to in Section 3196 of the Civil Code of the State of California, said monies shall not thereafter be withheld on account of such stop notice.

8. Concrete Forms, Falsework, and Shoring:

The CONTRACTOR shall comply fully with the requirements of Section 1717 of the Construction

Safety Orders, State of California, Department of Industrial Relations, regarding the design of concrete forms, falsework and shoring, and the inspection of same prior to placement of concrete. Where the said Section 1717 requires the services of a civil engineer registered in the State of California to approve design calculations and working drawings of the falsework or shoring system, or to inspect such system prior to placement of concrete, the CONTRACTOR shall employ a registered civil engineer for these purposes, and all costs therefore shall be included in the price name in the Contract for completion of the WORK as set forth in the Contract Documents.

9. Retainage from Monthly Payments:

Pursuant to Section 22300 of the California Public Contract Code, the CONTRACTOR may substitute securities for any money withheld by the CITY to insure performance under the Contract. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY or with a state or federally chartered bank as the escrow agent, who shall return such securities to the CONTRACTOR upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and the CITY which provides that no portion of the securities shall be paid to the CONTRACTOR until the CITY has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The CITY will not certify that the Contract has been satisfactorily completed until at least 30 days after filing by the CITY of a Notice of Completion. Securities eligible for investment under Section 22300 shall be limited to those listed in Section 16430 of the Government Code and to bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the CONTRACTOR and the CITY.

10. Public Works Contracts; Assignment to Awarding Body:

In accordance with Section 7103 of the California Public Contract Code (A.B. 3416), the CONTRACTOR and Subcontractors shall conform to the following requirements. In entering a public works contract or a subcontract to supply goods, services, or materials pursuant to public works contract, the CONTRACTOR or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgement by the parties.

11. Payroll Records; Retention; Inspection; Noncompliance Penalties; Rules and Regulations:

- a) In accordance with Section 1776 of the California Labor Code each contractor and subcontractor shall keep an accurate payroll record, 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. 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 Paragraph 11.1 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 Paragraph 11.1 shall be made available upon request by the public for inspection or copies thereof made; provided, however, that 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 K.1(b) 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 shall not be given access to the records at the principal office of the CONTRACTOR.
- b) Each contractor shall file a certified copy of the records, enumerated in Paragraph 11.1 with the entity that requested the records within 10 days after receipt of a written request.
 - c) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR awarded the contract or performing the contract shall not be marked or obliterated
 - d) The CONTRACTOR shall inform the body awarding the contract of the location of the records enumerated under Paragraph K.1 including the street address, city and county, and shall, within 5 working days, provide a notice of change of location and address.
 - e) In the event of noncompliance with the requirements of this Section, the CONTRACTOR shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the CONTRACTOR must comply with this Section. Should noncompliance still be evident after the 10-day period, the CONTRACTOR shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-

five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

12. Cultural Resources:

The CONTRACTOR's attention is directed to the provisions of the Clean Water Grant Program Bulletin 76A which augments the National Historic Preservation Act of 1966 (16 U.S.C. 470) as specified under Section 01560, "Temporary Environmental Controls" of the General Requirements.

13. Protection of Workers in Trench Excavations:

As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches 5 feet or more in depth, the CONTRACTOR shall submit for acceptance by the CITY or by a registered civil or structural engineer, employed by the CITY, to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of the Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the CONTRACTOR, and all costs therefore shall be included in the price named in the Contract for completion of the WORK as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the CITY, the CONSTRUCTION MANAGER, the DESIGN CONSULTANT or any of their officers, agents, representatives, or employees.

14. Travel and Subsistence Pay:

- a) As required by Section 1773.1 of the California Labor Code, the CONTRACTOR shall pay travel and subsistence payments to each workman needed to execute the WORK, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- b) To establish such travel and subsistence payments, the representative of any craft, classification or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.

15. Removal, Relocation, or Protection to Existing Utilities:

- a) In accordance with the provisions of Section 4215 of the California Government Code, any contract to which a public agency as defined in Section 4401 is a party, the public agency shall assume the responsibility, between the parties to the contract, for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the site of any construction project that is a subject of the contract, if such utilities are not identified by the public agency in the plans and specifications made a part of the invitation for bids. The agency will compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy and for equipment on the project necessarily idled during such work.
- b) The CONTRACTOR shall be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the city of the utility to provide for removal or relocation of such utility facilities.
- c) Nothing herein shall be deemed to require the public agency to indicate the presence of existing service laterals or appurtenances when the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of construction; provided, however, nothing herein shall relieve the public agency from identifying main or trunklines in the plans and specifications.
- d) If the CONTRACTOR while performing the contract discovers utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing.
- e) The public utility, where they are the city, shall have the sole discretion to perform such repairs or relocation work or permit the CONTRACTOR to do such repairs or relocation work at a reasonable price.

16. Contractor License Requirements:

In accordance with Section 7028.15 of the California Business and Professions Code, a licensed contractor shall not submit a bid to a public agency unless his or her contractor's license number appears clearly on the bid, and the license expiration date is stated. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered nonresponsive and shall be rejected by the public agency.

17. Certain Claims:

- a) Notwithstanding the foregoing, any demand of \$375,000 or less, by the CONTRACTOR for a time extension; payment of money or damages arising from the work done by or on behalf of the CONTRACTOR pursuant to this contract; or payment of an amount which is disputed by the CITY shall be processed in accordance with the provisions of Public Contracts Code Section 20104 et seq.
- b) A single written claim shall be filed under this section prior to this date of final payment for all demands arising out of the contract.
- c) Within thirty (30) days of the receipt of the claim, the CITY may request additional documentation supporting the claim or relating to defenses or claim the CITY may have against the CONTRACTOR. If the amount of the claim is less than \$50,000, the CONTRACTOR shall respond to the request for additional information within fifteen (15) days after the receipt of the request. The CONTRACTOR shall respond to the request within thirty (30) days of receipt if the amount of the claim exceeds \$50,000 but is less than \$375,000.
- d) Unless further documentation is requested, the CITY shall respond to the claim within forty-five (45) days if the amount of the claim is less than \$50,000 or sixty (60) days if the amount of the claim is more than \$50,000 but less than \$375,000. If further documentation is requested, the CITY shall respond within the same amount of time taken by the CONTRACTOR to respond or fifteen (15) days, whichever is greater, after receipt of further information if the claim is less than \$50,000. If the claim is more than \$50,000 but less than \$375,000 and further documentation is requested by the CITY, the CITY shall respond within the same amount of time taken by the CONTRACTOR to respond or thirty (3) days, whichever is greater.
- e) If the CONTRACTOR disputes the CITY's response, or the CITY fails to respond, the CONTRACTOR may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand shall be served on the CITY within fifteen (15) days after the deadline of the CITY to respond or within fifteen (15) days of the CITY's response, whichever occurs first. The CITY shall schedule the meet and confer conference within thirty (30) days of the request.
- f) If the meet and confer conference does not produce a satisfactory request, the CONTRACTOR may pursue remedies authorized by law.

18. Prohibiting Work by Certain Contactors:

Pursuant to the provisions in Section 1777.1 and 1777.7 of the Labor Code, the Labor

Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at: <http://www.dir.ca.gov/DLSE/Debar.html>

19. Disadvantage Business Enterprise (DBE) (DBE Program Currently on Hold)

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

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the Agency specifies a goal for Disadvantaged Business Enterprises (DBEs). DBE is a firm that meets the definition of DBE.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown in the Notice to Bidders or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm

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

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

1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
3. 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 a regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55.

20. DBE Commitment Submittal (DBE Program Currently on Hold)

Submit DBE information on the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency finds your bid nonresponsive.

21. Good Faith Efforts Submittal (DBE Program Currently on Hold)

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.

2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.
The agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the goal.

22. Subcontractor and DBE Records (DBE Program Currently on Hold)

Use each DBE subcontractor as listed on the List of Subcontractors form and the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, forms unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work

Maintain records including:

1. Name and business address of each 1st-tier subcontractor
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier

3. Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work. Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

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

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

23. Performance of Subcontractors

DBEs must perform work or supply materials as listed in the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, included in the Bid. Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency. The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

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

If a listed DBE is terminated, make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, form unless it is performed or supplied by the listed DBE or an authorized substitute.

24. Prompt Progress Payment to Subcontractors

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.

25. Prompt Payment of Funds Withheld to Subcontractors

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal 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. 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.

26. Federal Lobbying Restrictions

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower-tier sub-recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Bid book. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Bid book. Signing the Bid book shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
- (3) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal Action.

27. Buy America Requirements

Attention is directed to the "Buy America" requirements of the Title 23 United States Code, Section 313 and the regulations adopted pursuant thereto. In accordance with said law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and

processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of such steel or iron materials shall be considered a manufacturing process subject to the “Buy America” requirements.

A Certificate of Compliance, conforming to the provisions in Section 6 1.07, Certificates of Compliance, of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States, except for the exceptions allowed herein. The requirements imposed by said law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of any foreign steel and iron prior to incorporating such materials into the work.

28. Female and Minority Goals

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)
181	CA San Diego	16.9
	Non-SMSA Counties	
	CA Imperial	18.2

For the last full week July during which work is performed under the contract, you 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 15th.

29. Federal Trainee Program

This section applies if a number of trainees or apprentices is specified in the special provisions. As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved. You have primary responsibility for meeting this training requirement.

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

Include these training requirements in your subcontract.

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

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

Before starting work, submit to the City of Calexico:

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

Obtain the City of Calexico of approval for this submitted information before you start work. The City of Calexico credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

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

Do not employ as an apprentice or trainee an employee:

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

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

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

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

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

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

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

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

Each apprentice or trainee must:

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

Furnish the apprentice or trainee:

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

30. Title VI Assurances

During the performance of this Agreement, the contractor, for itself, its assignees and successors

in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

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

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

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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

(5) Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

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

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the

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

31. 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.

**CITY OF CALEXICO
BID PROPOSAL**

**WEAKLEY STREET IMPROVEMENT
FEDERAL-AID PROJECT NO. CML-5168(032)**

**BID PROPOSAL FORM
ADDENDA ACKNOWLEDGEMENT
SUBCONTRACTORS LISTING
REFERENCES
BID BOND
NON-COLLUSION AFFIDAVIT
EQUAL OPPORTUNITY CERTIFICATION
WORKMEN'S COMPENSATION INSURANCE CERTIFICATE
CERTIFICATION OF SITE EXAMINATION
CONTRACTOR'S CERTIFICATION OF QUALIFICATION (OF LICENSE)
PROPOSAL AGREEMENT**

**CITY OF CALEXICO
BID PROPOSAL FORM**

WEAKLEY STREET IMPROVEMENT
FEDERAL-AID PROJECT NO. CML-5168(032)

SIGNATORY STATEMENT

Name of Bidder: _____

The undersigned hereby declares that it has carefully examined the location of the proposed work and that it has examined the Plans and Specifications, including the Bid Requirements, and hereby proposes to furnish all equipment, labor, and material (except owner-furnished materials), and to do all work required to complete the work shown in the Plans and described in the Specifications, within contract duration allocated, and at the unit prices set forth in the Bid Proposal.

The Bidder shall provide the unit and total prices for each of the bid items listed in the following Bid Schedule. Failure to provide prices for each bid item shall render the bid non-responsive. The sum of the total prices for each bid item shall be equal to the Total Base Bid Amount, and shown in both numeric and in written words format.

Bidder understands that these quantities are estimates only and are given solely for the purpose of facilitating the comparison of Bids, and that the Contractor's compensation will be computed on the basis of the actual quantities in the completed Work.

Bidder shall certify that all contents of the Bid Proposal are submitted and shall sign the Bid Proposal Checklist.

CONSTRUCTION CONTRACT AWARD

All bids are to be compared based on the Engineer's Cost Estimate for the Project and estimate of the quantities of work to be done. If awarded, the City shall award the construction contract to the responsive and lowest responsible bidder. City reserves the right to reject any and all bids.

**CITY OF CALEXICO
 BID PROPOSAL FORM (CONT.)**

**WEAKLEY STREET IMPROVEMENT
 FEDERAL-AID PROJECT NO. CML-5168(032)**

BASE BID SCHEDULE					
Item	Description	Qty	Unit	Unit Price	Total Price
1	Mobilization & Demobilization (Not to Exceed 5% of Total Bid)	1	LS		
2	Traffic Control (Not to Exceed 3% of Total Bid)	1	LS		
3	Water Pollution Control	1	LS		
4	Demolition <u>Not</u> including removal of <u>subgrade</u> . Subgrade Covered Under Bid Item 6. Demolition and/or removal of surface debris and features, including stockpiles, concrete slab, tree stump(s), rocks, trash, etc.	1	LS		
5	PCC Curb & Gutter Preparation/compaction of subgrade under curb & gutter, procurement & placement of aggregate base, compaction, procurement of concrete, forming of concrete & installation of joints, etc, all per City Standard Detail.	1,206	LF		
6	AC Pavement (Full-Depth AC & Base) Removal and/or regrading of existing soil, preparation of subgrade soil for placement of base (moisture treatment, compaction, etc.), procurement & placement of aggregate base, procurement & placement of asphalt pavement (base course, tack coat, ARHM surface), rolling compaction, etc.	30,050	SF		
7	New Fire Hydrant Assembly Trenching, excavation, bedding, procurement & placement of pipe, including pipe, fittings, riser/bury, valves, hydrant, thrust blocks, pressure & chlorination testing, backfill, valve can/lid etc, per City Standard Detail.	1	EA		
8	New Water Service Trenching, excavation, bedding, procurement & placement of service pipe, including pipe, saddle, fittings, appurtenances, meter box, meter, connection to existing pipe, pressure & chlorination testing, backfill, etc, per City Standard Detail.	4	EA		
9	New Sewer Service Trenching, excavation, bedding, procurement & placement of pipe, fittings, appurtenances, cleanout, connection to existing pipe, bypassing, backfill, etc, per City Standard Detail.	4	EA		
10	New Street Light Trenching, excavation, bedding, procurement of street light, luminaire, concrete, reinforcement, conduit, wiring, construction of street light footing, assembly of street light on footing, wiring and testing of street light, etc. per Standard Details and/or Specs.	2	EA		
TOTAL					

Note: Bid Item Descriptions and Quantities Listed Above Conform to the City's Caltrans Funding Application. See Bidder's Signatory Statement on Page 68 and General Provisions 7.3.5.1(a) for Full Description of Bid Items.

GRAND TOTAL BASE BID (\$): _____

GRAND TOTAL BASE BID PRICE WRITTEN IN WORDS: _____

**CITY OF CALEXICO
BID PROPOSAL FORM (CONT.)**

**WEAKLEY STREET IMPROVEMENT
FEDERAL-AID PROJECT NO. CML-5168(032)**

ALTERNATE BID SCHEDULE					
Item	Description	Qty	Unit	Unit Price	Total Price
1A	Additional PCC Curb & Gutter Preparation/compaction of subgrade under curb & gutter, procurement & placement of aggregate base, compaction, procurement of concrete, forming of concrete & installation of joints, etc, all per City Standard Detail.	80	LF		
2A	PCC Sidewalk Prep/compaction of subgrade under sidewalk, procurement & placement of granular sand or base, compaction, procurement of concrete, forming of concrete & installation of joints, etc, all per City Standard Detail.	5,350	SF		
3A	Commercial Driveway Approach Prep/compaction of subgrade under driveway, procurement & placement of granular sand or base, compaction, procurement of concrete, forming of concrete & installation of joints, etc, all per City Standard Detail.	2	EA		
4A	Curb Ramp (ADA Pedestrian Access Ramp) Prep/compaction of subgrade under ramp, procurement & placement of granular sand or base, compaction, procurement of concrete, forming of concrete & installation of joints, etc, all per City Standard Detail.	2	EA		
5A	2" Grind and Overlay (ARHM GG-C) Grind & overlay on westerly side of improvement limits, connecting to the existing asphalt concrete on Weakley Street, including grinding/milling, removal and disposal of millings, tack coat, ARHM surface course.	1,000	SF		
6A	Relocate/Extend Existing Fire Hydrant Assembly at Station 16+52 Trenching, excavation, bedding, procurement & placement of new pipe, coupling/connection to existing hydrant lateral, shutdown of lateral and removal/relocation of existing hydrant head, riser/bury, removal of existing thrust block, construction of new thrust block, pressure & chlorination testing, backfill, valve can/lid, etc, per City Standard Detail	1	EA		
7A	Coordination with IID and/or Utility Companies for Removal and Relocation of Existing Power Poles (6), Overhead Wires/Conduits, Service Risers, & Appurtenances. All Work Performed by IID. (Time & Materials Allowance to Cover Scheduling and Management of Contractor's Work around IID and Utility Company work. Estimated Hourly Rate for Contractor's Project Manager/Superintendent. See General Provisions 7.3.5.1(a) for further description of this Bid Item).	80	HRS		
8A	Furnish & Install New Conduit/Wire, and Pull Boxes Along North Side of Weakley Street for <u>Base Bid Streetlights</u> (2). One (1) 1.5" PVC Sch. 80 Conduit, Concrete Encased, with #8 AWG. Three (3) Pull Boxes with Fusing and Grounding.	400	LF		
9A	Additional Street Light Trenching, excavation, bedding, procurement of street light, luminaire, concrete, reinforcement, conduit, wiring, construction of street light footing, assembly of street light on footing, wiring and testing of street light, etc. per Standard Details and/or Specs.	1	EA		

ALTERNATE BID SCHEDULE					
Item	Description	Qty	Unit	Unit Price	Total Price
10A	Furnish & Install Additional New Conduit/Wire, and Pull Boxes Along North Side of Weakley Street for Additional Streetlights (1). One (1) 1.5" PVC Sch. 80 Conduit, Concrete Encased, with #8 AWG. Two (2) Pull Boxes with Fusing and Grounding.	184	LF		
11A	Furnish & Install New Conduit/Wire Across Weakley Street (Easterly Side at Station 15+85) as Shown on Plans. Two (2) 5" PVC Sch. 80 Conduits, Concrete-Encased at 3' depth (2' min at crossings). Stub-Out at Southerly Property Line at APN 058-030-052	70	LF		
TOTAL					

See Bidder's Signatory Statement on Page 68 and General Provisions 7.3.5.1(a) for Full Description of Bid Items.

GRAND TOTAL ALTERNATE BID (\$): _____

GRAND TOTAL ALTERNATE BID PRICE WRITTEN IN WORDS: _____

BIDDER’S SIGNATORY STATEMENT

If any work item is not included in either the bid item descriptions of General Provisions 7.3.5.1(a) of these Specs, or in the Technical Specifications **it shall be assumed as inherently included within the bid items of work that most-closely cover such work.** Example: raising existing manholes/valves to finished grade shall be included in Bid Item 6 (AC Pavement). Provided that there are no changes to the Plans, Specs, or field conditions, any work that is inherently required to complete the improvements, even if not explicitly stated or implied by the bid items, is not entitled to additional compensation/change order. Prior to bid, **it shall be the Contractor’s responsibility** to thoroughly review the Plans and Specifications, investigate the site, submit any questions/RFIs to the City, and submit a good-faith bid to the City.

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the City does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. All bids will be compared on the basis of the Engineer’s estimated quantities of work to be performed.

The BIDDER agrees that the City reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the Contract and pay the Contractor at the bid unit prices so long as the total amount of change does not exceed twenty-five percent (25%) plus or minus of the total bid amount equal. If the change exceeds twenty-five percent (25%) a change order may be negotiated to adjust unit bid prices. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In case of discrepancies in bid prices, unit prices shall govern over extended amounts, and words shall govern over figures.

The bid prices shall include any and all costs, including labor, materials, and all other incidental costs to complete the Work, in compliance with the Bid and Contract Documents and applicable standards. All other work items not specifically listed in the bid schedule, but necessary to complete the work per bid and Contract Documents and applicable standards shall be included in the various bid item prices and in the Total Lump Sum Bid Amount. BIDDER understands that a bid is required for the entire work, that the quantities set forth in the Bid Schedule are to calculate total bid amount, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

By signing below, I acknowledge that I have carefully reviewed the Plans, Specs (including the Bid Item Descriptions in General Provisions Section 7-3.5.1(a) and the Technical Specifications), have inspected, and am familiar with, the project site conditions and scope of work thereto.

COMPANY

TELEPHONE

BIDDER’S SIGNATURE

SUBCONTRACTORS LISTING

As required by Section 4100 of the Public Contract Code of the State of California, Contractor shall comply with the "Subletting and Subcontracting Fair Practices Act" of the State of California, and shall list all subcontractors required to be listed thereby.

PORTION OF WORK/ (\$) AMOUNT OF WORK	NAME	DIR NUMBER	ADDRESS/TELEPHONE No.

* No subcontractor will be used for this project.

Date

Contractor's Name

Contractor's Signature

Title

*Indicate if no subcontractor will be used.

- END OF SUBCONTRACTORS LISTING -

REFERENCES

The City of Calexico is interested in obtaining bids from the most qualified and capable contractors with a proven track record able to perform work. Any and all references required to be provided by the bid Specifications must be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included.

The following are the names, addresses, and telephone numbers for three (3) public agencies for which BIDDER has performed similar work.

1. _____
Name and address of the owner

Name and telephone number of person with the project

Contract amount	Type of work	Date Completed
-----------------	--------------	----------------

2. _____
Name and address of the owner

Name and telephone number of person with the project

Contract amount	Type of work	Date Completed
-----------------	--------------	----------------

3. _____
Name and address of the owner

Name and telephone number of person with the project

Contract amount	Type of work	Date Completed
-----------------	--------------	----------------

- END OF REFERENCES -

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, hereinafter called Principal, and _____ Hereinafter called the Surety, are jointly and severally held and firmly bound unto the CITY OF CALEXICO hereinafter called Owner, in the penal sum of ten percent (10%) of the Bid of Principal for the Works of _____. This sum not to exceed _____ Dollars (\$ _____) lawful money of the United States of America, for the payment whereof unto Owner, Principal and Surety jointly and severally bind themselves forever firmly by these presents, except said penal sum shall not exceed ten percent (10%) of the amount Bid by Principal for Work which is awarded to Principal by the Owner.

WHEREAS, Principal is herewith submitting a bid for the work entitled " WEAKLEY STREET IMPROVEMENT"

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a contract for the work, and if Principal within the time specified in the bid enters into, executes and delivers to owner an agreement in the form provided herewith, and if Principal within the time specified in the Bid gives to the owner the performance bond and the payment bond on the forms provided herewith, then this obligation shall be void. If, however, Principal shall fail or refuse to furnish, execute and deliver to owner said agreement in the time stated in the bid or should fail or refuse to furnish Performance Bond and Payment Bond in the time stated in the bid, then Principal and Surety shall forfeit to Owner the penal sum hereof.

AND, IT IS HEREBY DECLARED AND AGREED that Surety shall be liable under this obligation as Principal, and that nothing of any kind of nature whatsoever that will not discharge, Principal shall operate as a release of liability of Surety.

IN WITNESS WHEREOF, we have hereunto set our hands and sealed this _____ day of _____ 2026

BY: _____

BY: _____

Insurance companies A.M. Best Company identifying number: _____

- END OF BID BOND -

NONCOLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
County of Imperial)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid 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; and 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.

Date: _____

Contractor's Name

Contractor's Signature

Title

- END OF NONCOLLUSION AFFIDAVIT -

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that it 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, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President’s Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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

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

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

Date: _____

Contractor’s Name

Contractor’s Signature

Title

- END OF EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION -

WORKMEN'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract.

Date

Contractor's Name

Contractor's Signature

Title

ATTEST:

By _____
Signature

Title

- END OF WORKMEN'S COMPENSATION INSURANCE CERTIFICATE -

CERTIFICATION OF SITE EXAMINATION

IF CITY HAS CHECKED, SITE VISIT IS NOT REQUIRED FOR BID:

IF CITY HAS CHECKED, SITE VISIT IS REQUIRED FOR BID: (READ AND SIGN BELOW)

Each bidder shall be fully informed of the conditions relating to the construction of the work and the employment of labor thereon. Failure to do so will not relieve Contractor of the obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents. Each bidder shall examine the site for the work described herein.

This is to certify that I have examined the site and the bid is complete and there will be no additional payment for failure to examine the site thoroughly.

Date of Site Examination

Bidder

Printed Name of Bidder Representative

Signature of Representative

Date

- END OF CERTIFICATION OF EXAMINATION -

**CONTRACTOR'S CERTIFICATION OF QUALIFICATION
FOR LICENSE CLASSIFICATION**

After award of the contract, the Contractor, whether an individual, co-partnership, limited partnership, corporation, or any other combination or organization, shall execute the following form:

1. If an individual, I hereby certify that I am, or my responsible managing employee _____ (insert name) is, qualified for the license classification called for in these contract documents.

2. If a co-partnership or limited partnership, the general partner hereby certifies that the general partner _____ (insert name), or responsible managing employee _____ (insert name), is qualified for the license classification called for in these contract documents.

3. If a corporation, or any other combination or organization, the responsible managing officer _____ (insert name), or a responsible managing employee _____ (insert name), is qualified for the license classification called for in these contract documents.

If the individual who qualifies the Contractor for the license classification called for in these contract documents changes during the progress of the work, then Contractor shall, within seven (7) days of any such change, notify the General Services Director in writing of such change, including the name, license number and status of the individual.

For the purpose of this Certification, a responsible managing employee shall mean an individual who is a bona fide employee of the Contractor and is actively engaged in the classification of work for which that individual is the qualifying person on behalf of the Contractor under California law.

DATED: _____ CONTRACTOR: _____

SIGNATURE: _____ TITLE: _____

ATTEST:

SIGNATURE BY: _____

TITLE: _____

**- END OF CONTRACTOR'S CERTIFICATION OF QUALIFICATION -
FOR LICENSE CLASSIFICATION**

PROPOSAL AGREEMENT

The undersigned agrees that this bid may not be withdrawn within a period of ninety (90) days from the opening thereof, and further agrees that in case of default in executing the required contract with necessary bonds with the ten days, not including Sunday, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his/her bid shall become the property of the City of Calexico, California.

The certified or cashier's check, cash deposit or bid bond accompanying this proposal is in the amount of ten percent (10%) or more of the aggregate amount of this bid.

The undersigned is licensed in accordance with the Laws of the State of California.

License Number: _____ Class: _____

Company

Business Address

Telephone Number

Fax Number

Signature Bidder

Date

- END OF PROPOSAL AGREEMENT -

BID PROPOSAL CHECKLIST

The following documents are hereby transmitted with the Bid Proposal

ITEM NO.	DESCRIPTION	CHECK
1	Bid Proposal Form	<input type="checkbox"/>
2	Addenda Acknowledgement	<input type="checkbox"/>
3	Subcontractor's Listing	<input type="checkbox"/>
4	References	<input type="checkbox"/>
5	Bid Bond	<input type="checkbox"/>
6	Non-Collusion Affidavit	<input type="checkbox"/>
7	Equal Opportunity Certification	<input type="checkbox"/>
8	Workmen's Compensation Insurance Certificate	<input type="checkbox"/>
9	Certification of Site Examination	<input type="checkbox"/>
10	Contractor's Certification of Qualification (for License Classification)	<input type="checkbox"/>
11	Proposal Agreement	<input type="checkbox"/>

By _____
Bidder's Name

Signature

Printed Name/Title

**CITY OF CALEXICO
CONSTRUCTION AGREEMENT**

WEAKLEY STREET IMPROVEMENT
FEDERAL-AID PROJECT NO. CML-5168(032)

CONSTRUCTION AGREEMENT

CITY OF CALEXICO, CALIFORNIA

THIS AGREEMENT is made this _____ day of _____, 2026, by and between the City of Calexico, a Municipal Corporation of the State of California ("CITY") and _____ ("Contractor"). The City and the CONTRACTOR for consideration stated herein agree as follows:

1. Description of Project

CONTRACTOR shall provide for the construction in accordance with the Bid Documents and approved plans and Technical Specifications for the Project.

2. Description of Work

The work shall be done in conformance with the Plans and Specifications for the Project. The Project includes the following major tasks:

1. Demolition/clearing of existing debris, concrete slab, tree stump, removal of existing subgrade, scarification of remaining subgrade, and re-compaction to receive new base material.
2. Procurement and construction of new base & asphalt pavement.
3. Procurement and construction of new concrete improvements, including curb & gutter, sidewalk, driveways, and curb ramps.
4. Procurement and construction of new utilities (water service laterals, sewer laterals, & street lights).
5. Relocation of existing power poles and overhead conduits/wire.

CONTRACTOR shall furnish all of the labor, tools, equipment, and services required to perform all of the work in connection with the construction of "WEAKLEY STREET IMPROVEMENT" in accordance with the invitation for Bids, incorporated by reference as though fully set herein. Said construction shall be in accordance with CITY approved plans and specifications prepared by the Engineer, and applicable state prevailing wages laws and regulations. Said invitation for bids, plans and specifications, are prevailing wages laws and regulations are as fully a part of the Agreement as if hereto attached or herein repeated.

3. Time for Completion

The work shall be commenced on the date stated in Notice to Proceed is issued for the Project, and shall be completed within the allotted working days after the date stated in such Notice.

4. Compensation

1.1 CITY shall pay the CONTRACTOR for the performance of this Agreement according to the terms and conditions contained in the Project's Invitation for Bids and Proposal or bid submittal by CONTRACTOR. CONTRACTOR shall take full payment in accordance with the following item prices incorporated as part of the proposal or bid submitted by CONTRACTOR.

1.2 CONTRACTOR agrees to receive and accept said compensation as full payment for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by CITY and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work in the manner and according to the plans and specification, and the requirements of the CITY Engineer. This provision in no way limits the CONTRACTOR's duties under other provisions herein.

5. Industry Standards

The CONTRACTOR agrees that its performance, and that of its employees or subcontractors, under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent contractor using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field in the State of California. Where approval by the CITY, the CITY Manager, or other representatives of the CITY is required, it is understood to be general approval only and does not relieve the CONTRACTOR of responsibility for complying with all applicable laws, codes and quality construction and business practices

6. Insurance

6.1 The CONTRACTOR shall not begin performing under this Agreement until it has: (a) obtained insurance certificates reflecting evidence of all insurance required herein; however, the CITY reserves the right to request, and the CONTRACTOR shall submit, copies of any policy upon reasonable request by the CITY; (b) obtained CITY approval of each company or companies as required herein; and (c) confirmed that all policies contain the specific provisions required herein. Further the CONTRACTOR shall not modify any policy or endorsement thereto which increases the CITY'S exposure to loss for the duration of this Agreement.

6.2 Types of Insurance

At all times during the term of this Agreement, CONTRACTOR shall maintain insurance coverage as follows:

1. Commercial General Liability

For all of the CONTRACTOR's operations, including contractual, broad form property damage, completed operations, and independent CONTRACTOR's liability, the CONTRACTOR shall keep in full force and effect, during any and all work on this Project, all applicable insurance to cover personal injury, bodily injury and property damage, providing coverage to a combined single limit of \$1,000,000 per occurrence, subject to an annual aggregate of \$2,000,000 for general liability, completed operations and personal injury other than bodily injury. Agreemental liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. Agreemental liability limitation endorsement is not acceptable.

2. Commercial Automobile Liability

For all the CONTRACTOR's automobiles including owned, hired and non-owned automobiles, the CONTRACTOR shall keep in full force and effect, automobile insurance for bodily injury and property damage providing coverage to a combined single limit of \$1,000,000 per occurrence. Insurance certificate shall reflect coverage for any automobile [any auto]. The CITY shall be named as an additional insured, but only for liability arising out of the use of CONTRACTOR's automobiles and only arising out of the performance of this Agreement.

3. Worker's Compensation

For all of the CONTRACTOR's employees who are subject to this Agreement and to the extent required by the State of California, the CONTRACTOR shall keep in full force and effect, a workers compensation policy. That policy shall provide a minimum of \$1,000,000 of employees liability coverage and the CONTRACTOR shall provide and endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

6.3 Rating Requirements

All bonds used to guarantee work and performance under this Agreement and all insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have been at least and "A" or "A-" and "V" rating by AM BEST, that are licensed and approved by the State to do business in the State of California, and that have been approved by the CITY.

6.4 Deductibles

All deductibles on any policy shall be the responsibility of the CONTRACTOR.

6.5 Specific Provisions Required

Each policy required under Section 6 herein, shall expressly provide, and an endorsement shall be submitted to the City, that:

1. Except as to Workers Compensation, the City of Calexico and its respective elected officials, officers, employees, agents, and representatives shall be named as additional insureds. The CITY's Additional Insured status must be reflected on additional insured endorsement which shall be submitted to the CITY.
2. The policies are primary and any insurance that may be carried by the CITY is non-contributing, as reflected in an endorsement which shall be submitted to the CITY.
3. The policies cannot be canceled, non-renewed or materially changed except after thirty calendar days prior written notice by the CONTRACTOR to the CITY by certified mail, as reflected in an endorsement which shall be submitted to the CITY except for non-payment of premium, in which case ten (10) days notice will be provided.
4. Before performing under this Agreement, the CONTRACTOR shall provide the CITY with all Certificates of Insurance accompanied with all endorsements.
5. The CONTRACTOR may obtain additional insurance not required by this Agreement.

7. Agreement or Compliance with Labor Code

CONTRACTOR certifies that it is aware of the provisions of Section 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 that Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

8. Control of Agreement

The improvement contemplated in the performance of this contract is a project over which the City of Calexico shall exercise general supervision. The CITY therefore shall have the right to assume full and direct control over this contract whenever the CITY, at its sole discretion, shall determine that its responsibility to the State of California so requires.

9. Conflicting Terms

If an apparent conflict or inconsistency exists between the main body of this Agreement and the bid, proposal or other incorporated document, the main body of this Agreement shall control. If a conflict exists between applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirements shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

10. Indemnification and Hold Harmless Agreement

10.1 With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees (for attorney of CITY’s choosing), or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the CONTRACTOR, or the CONTRACTOR’s employees, agents, and officers, arising out of any services performed involving this project, the CONTRACTOR agrees to defend, indemnify, protect, and hold harmless the CITY, its agents, officers, or employees from and against all liability . Also covered is liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the CITY, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the CONTRACTOR, its employees, agents or officers, or any third party. The CONTRACTOR’s duty to defend, indemnity, protect and hold harmless shall not include any claims or liabilities arising from the soles negligence or sole willful misconduct of the CITY, its agent, officers or employees. This section in no way alters, affects or modifies any of CONTRACTOR's other obligations and duties herein.

10.2 The CONTRACTOR agrees to pay any and all costs the CITY incurs enforcing the indemnity and defense provisions herein.

11. Notices

In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the parties herein shall be addressed as follows:

CITY

City of Calexico
Public Works Department
608 Heber Avenue
Calexico, CA 92231

CONTRACTOR:

12. Non-Assignment

The CONTRACTOR shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the CITY's prior written approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of the CITY. In no event shall any putative assignment create a contractual relationship between the CITY and any putative assignee.

13. Independent Contractors

The CONTRACTOR and any SUBCONTRACTORS employed by the CONTRACTOR shall be independent contractors and not agents of the CITY.

14. Compliance with Controlling Law

14.1 The CONTRACTOR shall comply with all laws, ordinances, regulations, and policies of the federal, state and local governments applicable to this Agreement, including California Labor Code section 1720 relating to the payment of prevailing wages, including inspection and land surveying work. In addition, the CONTRACTOR shall comply immediately with all directives issues by the CITY or its authorized representatives under authority of any laws, statures, ordinances, rules or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

14.2 Pursuant to the Labor Code of the State of California, or local laws applicable thereto, the CITY has ascertained that the CONTRACTOR shall be responsible for paying prevailing wages as established by the State of California, Director of Industrial Relations. Under Section 1776 of the State Labor Code, the CONTRACTOR, and all subcontractors, are required to keep accurate payroll records. This Section specifies the content thereof, inspection and duplication procedures, and certain notices required of the CONTRACTOR pertaining to their location.

14.3 Whenever the CONTRACTOR or any representative, agent or employee Of CONTRACTOR performing a public works project is found by the Department of Industrial Relations ("DIR") or the CITY to be in violation of the prevailing wage requirements imposed by law, the CONTRACTOR shall indemnify and hold CITY harmless from any and all liability arising from such violation, including any and all liability imposed on the City. The CONTRACTOR's duty to indemnify the CITY pursuant to this section shall include any and all costs and expenses incurred by the CITY therefrom, including but not limited to any penalties imposed on the CITY by DIR or any other state agency and reasonable attorney's fees.

14.4 Nothing in this section shall be construed to limit, alter or amend the CONTRACTOR's duty to indemnify under any other provisions of this Agreement.

15. Jurisdiction and Venue

The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of the Imperial, State of California.

16. Integration

This Agreement and the exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both parties or an amendment to this Agreement agreed to both Parties. All prior negotiations and agreements are merged into this Agreement.

17. Counterparts

This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all parties had executed the same page.

18. No Waiver

No failure of either the CITY or the CONTRACTOR to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach or such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

19. Severability

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

IN WITNESS WHEREOF, the parties hereto through their agent duly authorized, have executed this Agreement as of the day and year first above written.

ATTEST:

VERONICA LUNA-ALVARADO
City Clerk of the City of Calexico

Benjamin Martinez
City Manager of the City of Calexico

CONTRACTOR

By: _____
Signature

_____ Date

Printed Name and Title

Licensed in accordance with an act
Providing for the registration of contractors,
License No. _____

APPROVED AS TO FORM AND EXECUTION

Laura Estrada
City Attorney

_____ Date

- END OF AGREEMENT -

**CITY OF CALEXICO
CONTRACT AGREEMENT DOCUMENTS**

**WEAKLEY STREET IMPROVEMENT
FEDERAL-AID PROJECT NO. CML-5168(032)**

**CALTRANS EXHIBIT 12-G
FAITHFUL PERFORMANCE BOND
LABOR AND MATERIAL BOND
WARRANTY BOND
WORKMEN'S COMPENSATION INSURANCE CERTIFICATE
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
DEBARMENT AND SUSPENSION CERTIFICATION
DEBARMENT AND SUSPENSION CERTIFICATION
DRUG/ALCOHOL TESTING REQUIREMENTS
CORPORATE CERTIFICATION OR PARTNERSHIP INFORMATION
NOTICE OF AWARD**

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.~~

C. 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.

~~D.—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:~~

- ~~a.—Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.~~
- ~~b.—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.~~
- ~~c.—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.~~
- ~~d.—Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to~~

~~perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).~~

- ~~e. Listed DBE's work is unsatisfactory and not in compliance with the contract.~~
- ~~f. Listed DBE is ineligible to work on the project because of suspension or debarment.~~
- ~~g. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.~~
- ~~h. Listed DBE voluntarily withdraws with written notice from the Contract~~
- ~~i. Listed DBE is ineligible to receive credit for the type of work required.~~
 - ~~j. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.~~
- ~~k. 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.~~

~~E. 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 DBE trucking 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.~~

F.—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.~~

G.—Commercially Useful Function

~~DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work 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 noncompliance 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.~~

~~H. 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 _____ WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County _____ the sum of \$ _____ 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

[Include the Buy America provisions below when required by LAPM Chapter 12]

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

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

An article, materials, or supply to be permanently incorporated in the project should only be classified into one of the following categories:

1. Iron or steel products
2. Manufactured products

3. Construction materials
4. Excluded materials

Excluded materials means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Iron or Steel Products

All iron or steel products permanently incorporated into the project 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.

Iron or steel products are defined as articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

For a product to be considered to consist predominantly of iron or steel, or a combination of both means the cost of the iron or steel content of the product exceeds 50 percent of the total cost of all its components. The cost of iron or steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

Furnish iron or steel products to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the iron or steel 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.

[Delete the paragraph below if not applicable]

The following iron or steel products have received an approved Buy America waiver for this project and are therefore not subject to Buy America requirements:

1. _____
2. _____

Manufactured Products

All manufactured products permanently incorporated into the project must be manufactured in the United States.

Manufactured products are defined as articles, materials, or supplies that have been:

1. Processed into a specific form and shape; or
2. Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

Manufacturer, in the case of manufactured products, means the entity that performs the final manufacturing process by bringing individual elements together that produces a manufactured product.

If an item is classified as an iron or steel product, a construction material, or an excluded material, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product may include components that are iron or steel products, construction materials, or excluded materials.

Iron or steel used in precast concrete manufactured products or Intelligent Transportation Systems (ITS) must meet the requirements of Iron or Steel Products regardless of the amount used.

Iron and steel used in other manufactured products must meet the requirements of section Iron or Steel Products if the cost of steel and iron components is 50 percent or more of the total cost of the manufactured product.

Furnish manufactured products to be permanently incorporated into the work with certificates of compliance with each project delivery. The manufacturer's certificate of compliance must identify where the manufacturing occurred and attest specifically to Buy America compliance.

[Delete the paragraph below if not applicable]

The following manufactured products have received an approved Buy America waiver for this project and are therefore not subject to Buy America requirements:

1. _____
2. _____

Construction Materials

Construction materials permanently incorporated into the project must be manufactured as defined in 2 CFR 184.6 in the United States.

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

Minor additions of articles, materials, supplies, or binding agents to these construction materials do not change the categorization of the construction material.

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

[Delete the paragraph below if not applicable]

The following construction materials have received an approved Buy America waiver for this project and are therefore not subject to Buy America requirements:

1. _____
2. _____

Buy America Waiver for De Minimis Cost for Manufactured Products and Construction Materials

A De Minimis Cost Waiver can waive the application of FHWA's Buy America requirements for manufactured products and construction materials under a single project when the total value of non-compliant manufactured products and construction materials is no more than the lesser of \$1,000,000 or 5 percent of the total applicable material costs for the project.

The percent threshold is calculated based on the following formula:

$$X = NC / TA$$

where:

X = percent threshold

NC = total value of non-compliant manufactured products and construction material

TA = total applicable project costs (iron or steel products, manufactured products, and construction materials; does not include excluded materials)

This threshold is based on the actual cost of the iron or steel products, manufactured products, and construction materials, not the anticipated cost of those materials. Compliant and non-compliant Agency Furnished Materials for the project must be accounted for in a De Minimis Cost Waiver Worksheet calculation, if provided by the Local Agency.

Provide copies of invoices for the actual costs of materials including transportation to the project site.

In applying a De Minimum Cost Waiver, total cost of non-compliant construction materials and manufactured products does not include the cost of any products subject to a separate Buy America waiver.

If De Minimis Cost Waiver Worksheet calculation for materials subject to Buy America is not submitted, the Local Agency may:

1. Withhold from the next progress payment
2. Reject your request for a De Minimis Costs waiver for non-compliant construction materials or manufactured products

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

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.

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>]*

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	28.9
	CA Monterey	25.6
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	19.6
	7400 San Jose, CA	14.9
	CA Santa Clara, CA 7485 Santa Cruz, CA	9.1
	CA Santa Cruz	9.1
	7500 Santa Rosa CA Sonoma	17.1
8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2	

177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	12.3
	CA Stanislaus 8120 Stockton, CA	24.3
	CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA	19.1
	CA Kern 2840 Fresno, CA	26.1
	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange 4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura 6780 Riverside-San Bernardino-Ontario, CA	19.0
	CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7
	CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA	16.9
	CA San Diego Non-SMSA Counties CA Imperial	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 ____.

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 _____ :

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 _____ approval for this submitted information before the prime contractor starts work. The City/County of _____ 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 _____ 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 _____ 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.

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS:

The City Council of the City of Calexico, California has awarded to _____ hereinafter designated as the Principal, the contract for the acquisition, construction and completion of a public improvement more particularly described in said contract, and;

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

NOW, THEREFORE, we the Principal and _____ the surety company authorized to do a surety business in the State of California as surety, are held and firmly bound unto the City of Calexico hereinafter called the City in the penal sum of _____ lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors and administrators and successors, jointly and severally, firmly by these presents.

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

IN WITNESS WHEREOF, the said Principal has caused this bond to be executed by its signature attached hereto, and the surety has caused this contract to be executed on this behalf by its duly authorized Attorney in Fact on this _____ day of _____, 2026.

PRINCIPAL

SURETY

BY _____
ATTORNEY IN FACT

- END OF FAITHFUL PERFORMANCE BOND -

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS:

The City Council of the City of Calexico, California has awarded to _____ hereinafter designated as the Principal, the contract for the acquisition, construction and completion of a public improvement more particularly described in said contract, and;

WHEREAS, said Principal is required to furnish a bond in connection with said contract providing that if said Principal, or any of its or its subcontractors shall fail to pay for any materials, provisions, provender or other supplies, or equipment used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the surety of this bond will pay the same to the extent hereinafter set forth;

NOW, THEREFORE, we the Principal and _____, Surety Company authorized to do business in the State of California, as surety, are held and firmly bound unto the City of Calexico, hereinafter called the City in a penal sum of _____ Dollars (\$.) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors and administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, its or its heirs, executors, administrators, successors and assigns shall fail to pay for any materials, provisions, provender or other supplies, or equipment used in, on, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of the laws of the State of California, to secure the payment of claims of persons employed by Contractors upon public works, and the claim of persons who furnish material and supplies therefore, then such surety will pay the same in or to an amount not exceeding the amount herein above set forth, and also will pay in case suit is brought upon this bond, a reasonable attorney fee as fixed by court.

IN WITNESS WHEREOF, the Principal has caused this bond to be executed by its signature affixed thereto and the Surety has caused this contract to be executed by its duly authorized Attorney in Fact, on this _____ day of _____, 2026.

PRINCIPAL

SURETY

BY _____
ATTORNEY IN FACT

- END OF LABOR AND MATERIAL BOND -

WARRANTY BOND

WHEREAS the City of Calexico has executed an agreement with _____ (hereinafter "Contractor"), requiring Contractor to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of public improvements (hereinafter "Work");

WHEREAS, the Work to be performed by Contractor is more particularly set forth in that certain Public Works Agreement (Contract No. _____) dated _____ (hereinafter the "Agreement"); and

WHEREAS, said Contractor is required under the terms of said Agreement to furnish a bond for the warranty of said improvements.

NOW, THEREFORE, we, the Contractor, and _____, as surety, are held and firmly bound unto the City of Calexico in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, said sum being not less than 10% of the total amount payable by Contractor under the terms of the Agreement, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Contractor, its or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof made as therein provided, on its or their part, to be kept and performed thereof made as therein provided, on its or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereto set our hands and seals this day on _____2026

Contractor: _

By: _____

—

Name

Surety: _____

By:

Attorney-in-Fact

- END OF WARRANTY BOND -

WORKMEN'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract.

Date

Contractor's Name

Contractor's Signature

Title

ATTEST:

By _____
Signature

Title

- END OF WORKMEN'S COMPENSATION INSURANCE CERTIFICATE -

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____,
proposed subcontractor _____, hereby
certifies that it 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, it has filed with the Joint Reporting Committee, the Director of the Office
of Federal Contract Compliance, a Federal Government contracting or administering agency, or
the former President’s Committee on Equal Employment Opportunity, all reports due under the
applicable filing requirements.

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

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

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

Date: _____

Contractor’s Name

Contractor’s Signature

Title

- END OF EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION -

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Date: _____

Contractor's Name

Contractor's Signature

Title

- END OF DEBARMENT AND SUSPENSION CERTIFICATION -

DRUG/ALCOHOL TESTING REQUIREMENTS

The Contractor shall execute the following form as required by the Federal Drug and Alcohol, Section 49 CFR Part 382.

I agree to comply with the provisions of Federal Omnibus Transportation Employee Testing Act of 1991, and that I will administer a program of alcohol and drug testing of all commercial vehicle operators, as required by Federal Regulations.

Contractor certifies compliance with the City of Calexico’s Drug and Alcohol Free Workplace Policy as a condition of the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and the Federal Drug Free Workplace Act of 1988 (41 U.S.C.A. Section 701 et seq.) In addition, Contractor agrees to submit a copy of its own drug free workplace policy.

Dated _____

Contractor’s Name

Contractor’s Signature

Title

- END OF DRUG/ALCOHOL TESTING REQUIREMENTS -

CORPORATE CERTIFICATION OR PARTNERSHIP INFORMATION

Name of Corporation or Partnership_____

State _____ of
Incorporation_____

List names and addresses of each partner, or titles, names and business addresses of President,
Secretary and Treasurer.

Date_____

Contractor_____

Signature_____

Title_____

ATTEST:

Signature by

Title

- END OF CORPORATE CERTIFICATION -

NOTICE OF AWARD

TO: (CONTRACTOR)

FOR CONSTRUCTION OF:

Your Bidder's Proposal dated _____, is
accepted for the total contract price of
\$ _____.

You are required by the "INSTRUCTIONS TO BIDDERS" to execute the documents specified within ten (10) days from the date of mailing this Notice. Please sign one copy of the Notice of Award upon receipt and return.

RECEIVED:

CONTRACTOR

THE CITY OF CALEXICO

By: _____

By: _____

(Title)

(Title)

(Date)

(Date)

- END OF NOTICE TO AWARD -

**CITY OF CALEXICO
BID REQUIREMENTS**

WEAKLEY STREET IMPROVEMENT
FEDERAL-AID PROJECT NO. CML-5168(032)

**PREVAILING WAGE DETERMINATION
-REFERENCE/SAMPLE SHEETS-**

"General Decision Number: CA20260002 01/23/2026

Superseded General Decision Number: CA20250002

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

Modification Number Publication Date

0 01/02/2026

1 01/16/2026

2 01/23/2026

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 07/01/2025

Rates Fringes

CARPENTER

(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 52.24	26.18
(2) Millwright.....	\$ 52.24	26.68
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Frammer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 52.37	26.18
(4) Pneumatic Nailer, Power Stapler.....	\$ 52.37	26.18
(5) Sawfiler.....	\$ 52.34	26.18
(6) Scaffold Builder.....	\$ 45.37	25.43
(7) Table Power Saw Operator.....	\$ 52.34	26.18

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 07/01/2025

Rates Fringes

Diver

(1) Wet.....	\$ 901.92	26.18
(2) Standby.....	\$ 450.96	26.18
(3) Tender.....	\$ 442.96	26.18
(4) Assistant Tender.....	\$ 418.96	26.18

Amounts in ""Rates' column are per day

CARP0213-004 07/01/2025

Rates Fringes

Drywall

DRYWALL INSTALLER/LATHER....	\$ 52.24	26.18
STOCKER/SCRAPPER.....	\$ 21.45	11.27

CARP0721-001 07/01/2025

Rates Fringes

Modular Furniture Installer.....\$ 25.00 13.06

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, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

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

ELEC0569-006 06/02/2025

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

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 08/01/2025

Rates Fringes

OPERATOR: Power Equipment

(DREDGING)

(1) Leverman.....\$ 67.90	40.95
(2) Dredge dozer.....\$ 61.93	40.95
(3) Deckmate.....\$ 61.82	40.95
(4) Winch operator (stern winch on dredge).....\$ 61.27	40.95

(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 60.73	40.95
(6) Barge Mate.....	\$ 61.34	40.95

* ENGI0012-024 07/01/2025

Rates Fringes

OPERATOR: Power Equipment

(All Other Work)

GROUP 1.....	\$ 63.40	33.20
GROUP 2.....	\$ 64.18	33.20
GROUP 3.....	\$ 64.67	33.20
GROUP 4.....	\$ 65.96	33.20
GROUP 6.....	\$ 66.18	33.20
GROUP 8.....	\$ 66.29	33.20
GROUP 10.....	\$ 66.41	33.20
GROUP 12.....	\$ 66.58	33.20
GROUP 13.....	\$ 66.68	33.20
GROUP 14.....	\$ 66.71	33.20
GROUP 15.....	\$ 66.79	33.20
GROUP 16.....	\$ 66.91	33.20
GROUP 17.....	\$ 67.08	33.20
GROUP 18.....	\$ 67.18	33.20
GROUP 19.....	\$ 67.29	33.20

GROUP 20.....	\$ 67.41	33.20
GROUP 21.....	\$ 67.58	33.20
GROUP 22.....	\$ 67.68	33.20
GROUP 23.....	\$ 67.79	33.20
GROUP 24.....	\$ 67.91	33.20
GROUP 25.....	\$ 68.08	33.20

OPERATOR: Power Equipment

(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 64.75	33.20
GROUP 2.....	\$ 65.53	33.20
GROUP 3.....	\$ 65.82	33.20
GROUP 4.....	\$ 65.96	33.20
GROUP 5.....	\$ 66.18	33.20
GROUP 6.....	\$ 66.29	33.20
GROUP 7.....	\$ 66.41	33.20
GROUP 8.....	\$ 66.58	33.20
GROUP 9.....	\$ 66.75	33.20
GROUP 10.....	\$ 67.75	33.20
GROUP 11.....	\$ 68.75	33.20
GROUP 12.....	\$ 69.75	33.20
GROUP 13.....	\$ 70.75	33.20

OPERATOR: Power Equipment

(Tunnel Work)

GROUP 1.....	\$ 65.25	33.20
GROUP 2.....	\$ 66.03	33.20

GROUP 3.....	\$ 66.32	33.20
GROUP 4.....	\$ 66.46	33.20
GROUP 5.....	\$ 66.68	33.20
GROUP 6.....	\$ 66.79	33.20
GROUP 7.....	\$ 66.91	33.20

PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator

(includes loed, lull or similar types under 5 tons;

Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

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

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Direct Push Operator (Geoprobe or similar types) Drilling machine

operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or

asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator;

Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator;

Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar

and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 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, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

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

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

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

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

(over 50 tons, up to and including 100 tons M.R.C.);

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

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

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

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

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

MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

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

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S,

R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin 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
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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

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, cabetender; 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 11/01/2025

	Rates	Fringes
Brick Tender.....	\$ 42.60	22.13

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
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PLASTERER.....\$ 47.37 19.64

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

PLAS0500-002 07/01/2025

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 47.70 27.07

PLUM0016-008 09/01/2025

Rates Fringes

PLUMBER/PIPEFITTER

Seeley Naval Air Station....\$ 72.23 26.81

Work ONLY on new additions

and remodeling of bars,

restaurants, stores and

commercial buildings, not

to exceed 5,000 sq. ft. of

floor space.....\$ 59.85 25.83

Work ONLY on strip malls,

light commercial, tenant

improvement and remodel

work.....\$ 44.29 24.16

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.....\$ 61.73 26.81

PLUM0345-001 09/01/2025

Rates Fringes

PLUMBER

Landscape/Irrigation Fitter.\$ 44.75 26.20
Sewer & Storm Drain Work....\$ 48.84 23.58

ROOF0045-001 07/01/2024

Rates Fringes

ROOFER.....\$ 42.80 12.64

SFCA0669-002 01/01/2026

	Rates	Fringes
SPRINKLER FITTER.....	\$ 50.79	29.80

SHEE0206-002 01/01/2025

	Rates	Fringes
Sheet Metal (TECHNICIAN).....	\$ 38.65	10.31
SHEET METAL WORKER.....	\$ 51.45	30.92

SHEET METAL TECHNICIAN - SCOPE:

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

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

TEAM0011-002 07/01/2025

	Rates	Fringes
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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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, 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 the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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.

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END OF GENERAL DECISION"

**CITY OF CALEXICO
SPECIFICATIONS**

**WEAKLEY STREET IMPROVEMENT
FEDERAL-AID PROJECT NO. CML-5168(032)**

**PART 1 - GENERAL PROVISIONS
(AMENDMENTS TO THE SSPWC/GREENBOOK)**

PART 2 - TECHNICAL SPECIFICATIONS

PART 1 – GENERAL PROVISIONS

All WORK embraced herein shall be performed in accordance with the Standard Specifications for Public Works (SSPWC or “Greenbook”), latest edition, including all supplements, as written and promulgated by Public Works Standards, Inc. Copies of the GREENBOOK are available from the publisher:

Building News, Incorporated
990 Park Center Dr., Ste. E
Vista, CA 92081
Tel: (760) 734-1113
www.bnibooks.com

The following General Provisions supplement and amend the SSPWC. In case of conflict between the Standard Specifications (Greenbook 2024 Edition) or the City Standard Plans, these Special Provisions shall take precedence over, and be used in lieu of such conflicting portions.

SECTION 1 - GENERAL

1-6 BIDDING AND SUBMISSION OF THE BID.

1-6.1 General.

Add the following Subsections:

1-6.1.1 Instruction to Bidders

- (a) **Site Examination:** The Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work, the general and local conditions, such as, but not limited to, all other matters which could in any way impact the Work or the costs thereof. The failure of the Contractor to acquaint itself with all available information regarding any applicable existing or future conditions shall not relieve it from the responsibility for properly estimating the difficulties, responsibilities, or costs of successfully performing the Contract Work according to the Contract Documents.
- (b) **Flow and Acceptance of Water:** Storm, surface, nuisance or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that he has investigated the risk arising from such waters, has prepared the Bid response accordingly, and assumes any and all risks and liabilities from such flows of water.

SECTION 2 – SCOPE OF WORK

2-1 WORK TO BE DONE.

Insert at the end of the first (1st) paragraph:

In accordance with the contract, and leaving the construction site in a neat, clean, and orderly condition upon completion of the Work.

The estimated quantities of work and materials to be performed, constructed or furnished by the Contractor under this Contract are as shown on the Schedule of Prices in the Bid Proposal. The costs for items not specifically listed on the Schedule of Prices, but necessary to complete the Work are considered to be included in the unit cost of items listed in the Schedule of Prices.

Any plan or method suggested to the Contractor by the City Engineer or inspector but not specified or required, if adopted or followed in whole or in part, shall be used at the risk and responsibility of the Contractor; and the City and the City Engineer will assume no responsibility therefore.

2-2 PERMITS AND LICENSE.

Modify as follows:

2-2.1 Business License. Contractor to obtain a City Business License as a conditional precedent to being engaged as a contractor or subcontractor within the City.

2-2.2 Waiver of Fees. The City shall waive fees for City-issued permits, to the Contractor for use in obtaining the required City permits with the Notice of Award documents.

Fees required and paid for the Project by other agencies will be reimbursable by the City for the exact amount (no markup) shown on the receipt.

2-2.3 Right-of-Way Permits. The Contractor shall be required to obtain a no fee Right-of-Way Encroachment prior to starting work. The Contractor shall comply with all provisions of all permits.

2-2.4 Construction Water Meter. The Contractor may obtain a City construction water meter which is required for any water taken from City hydrants or other facilities for water used for construction purposes. A refundable deposit is required for the meter. The Contractor shall furnish all water necessary for completion of the work. If City water is not available, it is the Contractor's responsibility to obtain water from other agencies and comply with their requirements. No additional compensation will be provided.

2-3 RIGHT-OF-WAY

Insert after first (1st) Paragraph:

Except as may specifically be provided to the contrary, nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street or way during performance of the contract work, and he shall so conduct his operations as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets and ways.

2-4 COOPERATION AND COLLATERAL WORK.

Insert at end of first (1st) Paragraph:

Should construction be under way or subsequently begun by other forces or by other contractors within or adjacent to the limits of the Work, or in the vicinity of the Work to be done under this contract, the Contractor shall so conduct the Contractor's operations as to interfere to the least possible extent with the Work of such other forces or contractors. If the performance of this contract is likely to be interfered with by the simultaneous performance of some other forces or contractors, the Engineer shall decide which contractor shall continue or if the Work be proceed concurrently.

Add as last Paragraph:

Any difference or conflicts that may arise between the Contractor and subcontractors or contractors of adjacent projects because of delays or hindrance to each other, shall be adjusted

and determined by the Engineer. If the Work of the Contractor is delayed because of any acts or omissions of any other contractor or force, the Contractor shall on that account have no claim for additional compensation or extra cost against the City.

2-5.2.1 Sanitation

Add the following Subsection:

The necessary sanitary conveniences for the use of the employees engaged in the project, properly obscured from public observance, shall be constructed and maintained by the Contractor in such manner and at such points as shall be approved by the Engineer and their use shall be strictly enforced. The accommodations shall be maintained in a neat and sanitary condition and regularly pumped out.

2-5.5 Temporary Facilities and Services.

Add the following Subsection:

The Contractor shall be responsible for providing and maintaining temporary fences, safety barricades, watchman, etc., at the Contractor's expense.

2-8 EXTRA WORK

Add the following at the end of the first paragraph:

Extra Work is also defined as additional work required by changes in the details of work described in the Specifications.

Any extra work performed by the Contractor without an approved Contract Change Order from the City Engineer shall be at the Contractor's risk

SECTION 3 – CONTROL OF THE WORK

3-5 INSPECTION

Delete the first (1st) and second (2nd) sentences and replace with the following:

The Work is subject to inspection and approval by the Engineer or the Public Works Inspector. The Contractor shall notify the Inspector at least 48 hours in advance of when inspection is required, exclusive of weekends and holidays. The appointed Public Works Inspector and contact number will be provided on the second (2nd) page of the permit when issued.

Insert at end of Paragraph:

Defective work shall be made good, and unsuitable materials may be rejected notwithstanding the fact that such defective work and unsuitable materials may have been previously overlooked by the Engineer and accepted.

3-5.2 Final Inspection.

The Engineer will not make the Final Inspection until all Contract Work has been provided per the Contract Documents and the punch-list has been completed and corrections verified. Following the final clean up and when the Contractor believes the Work has been completed the Contractor shall notify the Engineer to perform the Final Inspection. The Contractor may be present at the final inspection. The Contractor will be notified in writing of any outstanding defects or deficiencies to be remedied. When notified that corrective work is completed, the Engineer will again inspect the Work and when the Engineer is satisfied all Contract Work has been provided and completed in accordance with the plans and specifications, the Engineer will recommend to the Council that the Work be formally accepted.

3-6 THE CONTRACTOR'S REPRESENTATIVE.

Add the following after the first (1st) Paragraph:

The superintendent and any representatives, within reason, shall be satisfactory to the Engineer. All directions of the Engineer shall be given in writing and shall be received and obeyed by the superintendent in charge of the particular work, reference to which orders are given; and all such directions given to the superintendent shall be as binding as if given to the Contractor in person.

3-6.1 Emergency Information

Insert the following subsection:

The names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the Engineer and the County Sheriff's Department prior to beginning work.

3-7 CONTRACT DOCUMENTS

3-7.1 General

Replace the first sentence with the following:

The Contractor shall keep one copy of all drawings and specifications for the Work on the work site in good order, accessible to the Engineer and the Engineer's representatives at all times.

Insert as first (1st) sentence of the second (2nd) paragraph:

It is the intent of these specifications and any related contract drawings that work performed under the contract shall result in a complete and fully operating system in satisfactory working condition with respect to the functional purpose of the installations.

Substitute the last paragraph with the following:

If the Contractor, either commencing work or in the course of the Work, finds any discrepancy between the Specifications and the Plans, or between either and the physical conditions at the site of the Work, or finds any error or omission in any of the plans, or in any survey, he shall promptly notify the Engineer in writing of any such discrepancy, error, or omission. If the Contractor observes that any plans or specifications are at variance with any applicable law, ordinance, regulation, order or decree, he shall promptly notify the Engineer in writing of such conflict.

The Engineer upon receipt of any such notice shall promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor, either directly or indirectly, after the discovery of such error, discrepancy, or conflict, shall be at the Contractor's own risk, and he shall bear all costs arising therefrom.

Should it appear that the Work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained on the Contract Documents, or in the event of any doubt or question arising respecting the true meaning of the Specifications, the Contractor shall consult the Project Manager for such further explanation as may be necessary and the Project Manager's decision shall be final and binding.

3-7.2 Precedence of the Contract Documents.

This section is replaced in its entirety with the following:

If there is a conflict between Contract Documents, the highest in precedence shall control. The order of precedence shall be as follows:

- a) Permits from other agencies as may be required by law.
- b) Change Orders and Supplemental Agreements; whichever occurs last.
- c) Contract/Agreement between City and Contractor
- d) Addenda
- e) Notice Inviting Bids
- f) Bid Schedule
- g) Project Special Provisions and Technical Specifications
- h) Project Plans, detailed plans shall have precedence over general plans
- i) City Standard Specifications and Plans
- j) Reference Specifications and Plans (including but not limited to Standard Specifications for Public Works Construction (Greenbook 2024 Edition) and the Standard Plans for Public Works Construction (2021 Edition). Caltrans Standard Plans and Specifications latest revision. WATCH manual, latest revision.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over, and be used in lieu of such conflicting portions of the Standard Specifications (with the exception of the Caltrans Standard Plans and Specifications for Traffic Signal requirements, these shall take precedence over the Special Provisions and the Standard Specification, City Standard Specifications and Plans).

3-8 SUBMITTALS.

3-8.1 General.

The following is added in its entirety after the first paragraph:

Promptly after the Notice to Proceed has been received by the Contractor, the Contractor shall provide to the Project Manager a complete list of names and addresses of all suppliers of materials to be used for the Contract.

The Contractor shall submit all submittals required for the Work to the Engineer for review prior to or at the preconstruction meeting which will be held following the Notice of Award and prior to the Notice to Proceed.

The Contractor is ultimately responsible for the accuracy and completeness of the information contained in the submittals. All Contractor submittals shall be reviewed by an authorized representative of the Contractor, prior to submission to the Engineer for review. The Contractor shall review the submittal for correct and strict conformance with the Specifications and Contract Drawings. No consideration for review by the Engineer of any Contractor submittals will be made for any items which have not been certified by the Contractor. All non-certified submittals will be returned to the Contractor without action taken by the Engineer, and any delays caused thereby shall be the total responsibility of the Contractor.

The Engineer's review of the Contractor's submittals shall not relieve the Contractor of the entire responsibility for the correctness of details and dimensions. The Contractor shall assume all responsibility and risk for any misfits due to errors in the Contractor submitted submittals. Any fabrication or other Work performed in advance of the receipt of Approved submittals shall be entirely at the Contractor's risk and expense. The Contractor shall be responsible for the dimensions and the design of adequate connections and details.

Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the contract drawings and specifications and shall not be taken as the basis of claims for Extra Work.

3-8.1.1 Submittal Transmittal. Accompany each submittal with a Submittal Transmittal Cover Sheet (one cover sheet per submittal category) form. The submittal category may contain one single product, or more than one product. Submittal cover sheets shall contain the following information:

1. Contractor's name, address, telephone number, the name of the Subcontractor or supplier who prepared the submittal.
2. The Project Name and Project Number.

3. Description of the submittal with reference to the Contract requirement or specification section and paragraph number being addressed.
4. The General Contractor certification stamp shall be affixed to all submittals and shall contain the information as follows:

<p>“SAMPLE SUBMITTAL STAMP”</p> <p>GENERAL CONSTRUCTION CO. – SUBMITTAL REVIEW</p> <p>THIS SUBMITTAL HAS BEEN REVIEWED BY THE CONTRACTOR FOR COMPLIANCE WITH THE CONTRACT DOCUMENTS AND COORDINATION OF THE WORK.</p> <p>PROJECT NUMBER: XX – XXX PROJECT NAME: XXXXXX XXXXXX XXXXX</p> <p>BY: JOE CONTRACTOR, PROJECT ENGINEER</p> <p>SIGNATURE: _____ DATE: XX/XX/XXXX</p> <p>SUBMITTAL NO: XX.YY.NNN-N.N.N</p> <p>COMMENTS:</p>

5. All submittals (with the exception of the Traffic Control Plan, Schedule and SWPPP Plan) shall be presented for review at the preconstruction meeting.
6. Submittals shall be assigned a sequential number and numbered in the following format:
 - XX.YY.NNN-N.N.N
 - XX = the sequential submittal number
 - YY = the sequential number of the submittal (01 for the first submittal review, 02 for the second submittal review, etc)
 - NNN-N.N.N = Identifies the specification section number for the required submittal
7. All pages are to be numbered in the following format: Page xx of zz.

3-8.1.2 Electronic Submittals. Electronic submittals are preferred, shall be in PDF form with the required transmittal included. The Contractor shall provide four (4) hard copies to the Engineer at the Preconstruction Meeting, and submit electronically.

Following the Engineer’s review and approval: one (1) copy will be retained by the City and three (3) copies will be returned to the General Contractor; one (1) copy shall remain at the active construction site for use by the Engineer or the Inspector, one (1) shall become a record copy for the Contractor and one (1) shall be supplied to the subcontractor or material supplier or material manufacturer.

3-8.1.3 Hard Copy Submittals. Submittals submitted as hard copies, provide four (4) hard copies for review:

Following the Engineer's review and approval: one (1) copy will be retained by the City and three (3) copies will be returned to the General Contractor; one (1) copy shall remain at the active construction site for use by the Engineer or the Inspector, one (1) shall become a record copy for the Contractor and one (1) shall be supplied to the subcontractor or material supplier or material manufacturer.

3-8.1.4 Submittal Samples.

- a) Unless otherwise specified, whenever the specifications call for actual material samples to be submitted, the Contractor shall submit not less than 3 samples of each item or material to the Engineer for approval at no additional cost to the City.
- b) Samples shall be submitted for approval with the submittal package at the Preconstruction Meeting. The Samples shall be submitted with enough time allotted for review so that the Work dependent on the materials or equipment can be assembled and reviewed without causing delays in the Work.
- c) All samples shall be individually and indelibly labeled or tagged, indicating all specified physical characteristics and manufacturer's names for identification and submittal to the Engineer for approval. Upon receiving the approval of the Engineer the Contractor will receive two (2) samples, one (1) for the jobsite which will remain at the site until the completion of the work; and (1) for the Contractor's office use.
- d) Colored concrete samples shall be 3" x 3" square and approximately 1" thick.

3-8.1.5 Review Comments and Contractor Resubmittal Requirements.

- a) No Exceptions Taken: formal revision and resubmission of said submittal will not be required.
- b) Make Corrections Noted: formal revision and resubmission of said submittal will not be required.
- c) Submit Specified Item: the Contractor shall revise said submittal with the specified item and submit to Engineer for review.
- d) Revise and Resubmit: the Contractor shall revise said submittal and submit to Engineer for review.
- e) Information Only:
- f) Rejected: the Contractor shall revise said submittal and submit to Engineer for review.

The following is added after the last paragraph:

All material submittals and construction schedule submittals shall be submitted and approved by the Engineer prior to the commencement of the Work, unless otherwise approved by the City. Refer to Section 6-1, "Construction Schedule and Commencement of the Work," for specific

requirements relating to the construction schedule. No work shall begin until the construction schedule has been approved by the Project Manager.

No work shall begin on the respective items of work that require a submittal until the submittals for those items of work have been approved in writing by the City.

3-8.7 Record Drawing (As-Built)

Add the following subsection:

The Contractor shall maintain, on the job site, a set of full-size reproducible contract drawings. On these he shall mark in red all as-built conditions, locations, configurations, and other details, which may vary from the details represented on the original drawings. This master record of as built conditions, including all revisions made necessary by addenda, change orders, and the like, shall be maintained and are up to-date during the progression of work.

Upon completion of the Work and prior to final acceptance, the complete set of redline drawings, marked up to show as-built conditions, shall be delivered to the City. These drawings shall be known as "Record Drawings." If the complete set of redline drawings is not organized or legible, the Contractor shall transfer the redline drawings onto a clean set of drawings to allow the Engineer to record the as-built changes for the City in electronic (CAD) format.

Full compensation for conforming to the requirements of **Section 3-8.4.1** shall be considered as included in the various items of work involved and no additional compensation shall be allowed therefore

3-12 WORK SITE MAINTENANCE.

3-12.1 General.

Substitute the second, third and fourth paragraphs with the following:

3-12.1.1 Cleanup and Dust Control

Contractor and all subcontractors are **required to clean up the project site on a daily basis.** This cleanup shall include, but not be limited to, street sweeping by a mechanical sweeper and/or by hand (depending on the size of the daily job or cleanup), removal of all construction material that is no longer needed on the job site, daily removal of all construction rubbish or /trash away from the job site and proper storage of all construction equipment including traffic control devices that are not in use. Failure to comply with these daily cleanup requirements may result in the City performing the cleanup work and deducting the cost from the Contractor's payment(s).

Upon completion and before making application for Acceptance of the Work, the Contractor shall clean all Project areas occupied during construction of the Work and the Project site. The Contractor shall remove all rubbish, excess construction materials, temporary structures, and equipment. All parts of the Work area shall be left in a neat and presentable condition.

The Contractor shall remove and dispose of all structures, debris, or other obstructions to the construction of the Work as specified. Where such obstructions consist of improvements not required by law to be removed by the owner thereof, all such improvements shall be removed, maintained, and permanently replaced by the Contractor at the Contractor's expense as required for performance of the Work.

3-12.4.2 Storage in Public Streets.

Delete Section and Insert:

Stockpiling and/or storage of materials or equipment on any public right-of-way or parking areas will not be allowed without specific permission of the Engineer. Materials spilled along or on said right-of-way or parking area shall be removed completely and promptly. All stockpile and/or storage areas shall be kept in a safe, neat, clean and orderly fashion, and shall be restored to equal or better than original condition upon completion of the Work, or as directed by the Engineer.

No material or equipment shall be stored where it will interfere with the safe passage of public traffic, at the end of each day's work, and at any other time when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by the public traffic.

3-13 COMPLETION, ACCEPTANCE, AND WARRANTY.

3-13.1 Completion.

Replace the last sentence in the paragraph with the following:

This will be the date when the Contractor is relieved from responsibility to protect and maintain the Work and to which liquidated damages will be computed, unless specified otherwise by a: Maintenance Agreement, Development Agreement, Subdivision Agreement, Public Improvement Agreement, Project Conditions of Approval or any other document specifying such.

3-13.2 Acceptance.

Add the following to the end of the Section:

For the purpose of this article, "formal acceptance of the Work by the Council" shall mean the acceptance of the Work by the City, but not for the purpose of extinguishing any covenant or agreement on the part of the Contractor to be performed or fulfilled under this contract which has not, in fact, been performed or fulfilled at the time of such acceptance all of which covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

3-13.3 Warranty

Replace the second (2nd) sentence of first (1st) paragraph with:

The Contractor shall warrant and guarantee the entire Project for a period of one year commencing on the date of formal acceptance of the Work by the Council.

Insert at the end of the second (2nd) paragraph:

Deliver to the Engineer by the Contractor prior to final acceptance of the Work.

Replace last paragraph with:

The Contractor shall, upon the receipt of written notice from the City, promptly make all repairs arising out of defective materials, workmanship or equipment, including repair of settled backfill and resurfacing, and bear the cost of such repairs. If the Contractor does not make the repairs after 10 days of the notice, the City is hereby authorized to make such repairs and the Contractor and Surety shall bear the cost.

In the case of an emergency where, in the opinion of the City, the delay could cause serious loss or damage, repairs may be made without written notice being sent to the Contractor or Surety, and all expense in connection therewith shall be charged to the Contractor and Surety.

The foregoing obligations shall be secured by Warranty Bond, per Section 1-7.2 – CONTRACT BONDS, in a form approved by the City Engineer in an amount not less than ten percent (10%) of the contract price, or \$2,000.00, whichever is greater, and shall be delivered to the City Engineer prior to issuance of Notice to Proceed for Construction.

This article does not, in any way, limit the guarantee on items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period, nor does it limit other remedies of the City in respect to latent defect, fraud, or implied warranties. Contractor's bonds shall remain in force during the warranty period. Payment for fulfilling the requirements of this section shall be considered as included in the prices for various Contract items of work and no additional compensation shall be allowed therefore.

SECTION 4 – CONTROL OF MATERIALS

4-2 PROTECTION.

Insert at end of first (1st) paragraph:

No materials shall be stored in the public right-of-way.

Insert the following after the first (1st) Paragraph:

All packaged, manufactured products or materials for use in the Project shall be delivered to the site in their original unopened containers, bearing the Manufacturer's name and the brand name

of the product. Whenever any product or material is selected to be used in the Project, all such items shall be of the same manufacturer, brand and type throughout the Project.

4-2.1 Contractor's Responsibility.

Add the following Subsection:

The Contractor shall have the charge and care of the Project Limits until the formal acceptance of the Project by City Council and will be at risk for loss or damage to any part of the Work by the action of the elements or from non-execution of the Work. The Contractor shall rebuild, repair, restore any and all damages to completed Work and areas within the Project Limits after the commencement and before the final acceptance of the Work at their expense, with the exception of damages as are occasioned by acts of the Federal Government or the public enemy. In the case of the Suspension of Work, per Section 6-6, the Contractor shall be responsible for all materials stored on site, if necessary, shall erect or provide a temporary protective structure.

4-4 TESTING.

Insert the following before the first paragraph:

All materials proposed for use may be tested at any time during their preparation and use. If, after trial, it is found that sources of supply that have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. After approval, any material which becomes unfit for use due to improper storage, handling, or any other reason, shall be rejected.

Delete the following and Insert:

Delete: "Unless otherwise specified in the Special Provisions, all initial testing and a reasonable amount of retesting will be performed under the direction of the Engineer, and at no expense to the Contractor. If the Contractor is to provide and pay for testing, it will be specified in the Special Provisions."

4-4.1 DEFECTIVE MATERIALS.

Add the following Subsection:

All materials not conforming to the requirements of these Specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until approval in writing has been given by the Engineer. Upon failure of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-4 INSURANCE.

5-4.1 General.

Add as first (1st) Paragraph:

The Contractor or any Subcontractors for this Project shall not commence work under the Contract until the City has received and approved the required certificates for the policies listed in 5-4 INSURANCE.

Add after first (1st) sentence of first (1st) Paragraph:

The City and any public entity or special district for which the City Council is the Governing Body, and their agents, officers and employees, shall not be responsible for any liability arising under this Contract.

5-4.1.1 Term of Coverage.

Add the following Subsection:

The Contractor shall obtain and maintain for the life of the Contract, General Liability Insurance (Section 5-4.2). The Contractor shall have the charge and care of the Project Limits until the formal acceptance of the Project by City Council and shall bear the liability of accident, loss or damage to any part of the Work.

5-4.1.2 Endorsements.

Add the following Subsection:

- a) The City and any public entity or special district for which the City Council is the Governing Body, and their agents, officers and employees, shall be additional Insured(s) while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.
- b) It is hereby understood and agreed that the Policy to which this certificate refers may not be canceled, materially changed, reduction to the amount of coverage or allow the policy to lapse until 30 days after receipt of registered notice (per Section 5-2 SPECIAL NOTICES) by the City Clerk.

5-4.2 General Liability Insurance.

Add the following paragraph after table:

Personal Injury shall also include Bodily Injury. The following “Limits of Liability” shall be included in the policy, not less than one million dollars (\$1,000,000.00) for all damages arising out of bodily injury or death of one (1) individual and not less than two million dollars

(\$2,000,000.00) for all damages arising out of bodily injuries to or death of more than one person in any one event.

5-4.4 Auto Liability Insurance.

Replace first (1st) sentence with:

The Contractor shall provide a certificate of insurance to the Agency showing coverage against liability for damages for bodily injury including death resulting from a single incident in the amount of not less than one million dollars (\$1,000,000.00) for one individual, and two million dollars (\$2,000,000.00) for more than one individual.

Coverage for auto related property damages shall be in the sum of one million dollars (\$1,000,000.00) resulting from any one accident which may arise from the operations of the Contractor performing Work under this Contract.

5-7 SAFETY.

5-7.1 General.

Insert the follow after last paragraph:

Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the Work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.

The Contractor shall use such foresight and shall take such steps and precautions as the Contractor's operations make necessary to protect the public from danger or damage, or loss of life or property, which would result from the interruption or contamination of public water supply, irrigation, or other public service or from the failure of partly completed work.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by process of construction on account of such neglect; and whenever, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect public or private personnel or property interests, or prevent likely loss of human life or damage on account of the operations under the contract, then and in that event the City may provide suitable protection to said interest by causing such work to be done and material to be furnished as, in the opinion of the Engineer, may seem reasonable and necessary.

The cost and expense of said labor and material together with the cost and expense of such repairs as may be deemed necessary shall be borne by the Contractor, and if the Contractor shall not pay said cost and expense upon presentation of bills therefore, duly certified by the Engineer,

then said cost and expense will be paid by the City and shall thereafter be deducted from any amounts due, or which may become due said Contractor. Failure of the City, however, to take such precautionary measure shall not relieve the Contractor of the full responsibility for public safety. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.

The Contractor shall submit a lump sum bid price as per the bidding schedule in Section C for removing and installing, as appropriate, all traffic signing and striping as shown on the plans and as specified in these Special Provisions.

SECTION 6 – PROSECUTION AND PROGRESS OF WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.

6-1.1 Construction Schedule.

Insert after first (1st) sentence:

The Contractor shall review the plans and specifications and submit a written work schedule to the City for approval at least 15 calendar days prior to starting work. The schedule shall designate the order that the work will progress, no work shall be started until the schedule is approved by the Engineer. The Contractor shall not commence construction on any section of the work until such time that all materials will be available when needed. The Contractor shall submit an updated construction schedule at each progress meeting and upon the issuance of any change order that alters the contract's schedule.

Insert after first (1st) paragraph:

The project schedule shall include the dates the Contractor anticipates performing exploratory excavations and providing the pothole information to the Engineer. Grade and/or alignment changes shall be made only if approved by the Engineer.

6-1.2 Commencement of the Work

Substitute the paragraph in its entirety with the following:

6-1.2.1 Notice to Proceed for Procurement. Upon receiving the written Notice to Proceed for Procurement, the Contractor shall order all equipment required for the project, and within fifteen (15) calendar days following the date of issuance of the Notice to Proceed for Procurement, the contractor shall submit evidence of material ordered, including the estimated delivery date.

6-1.2.2 Notice to Proceed for Construction. The Contract Time shall commence on the date of issuance of the City's written Notice to Proceed for Construction, the Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed for Construction. The

Contractor shall diligently prosecute all work to completion within sixty **(60) working days**. As stipulated in Section 6-9 – Liquidated Damages, failure to complete all work within sixty **(60) working days** will result in assessment of Project Completion Liquidated Damages in the amount specified.

Traffic control plans shall be submitted for review and approved by the City prior to commencement of work.

6-1.2.3 Contractor’s Daily Reports. The Contractor shall complete a daily report indicating manpower, major equipment, subcontractors, etc. involved in the performance of the Work. The daily report shall be completed on forms prepared by the Contractor and approved by the Engineer, and shall be submitted to the Engineer at the conclusion of each Work day.

6-2 PROSECUTION OF THE WORK.

Insert the following after the second paragraph:

All loss or damage arising out of the nature of the Work to be done under the Contract, or from any unforeseen obstruction or difficulties which may be encountered during the progress of the Work and in the prosecution of the same, or from the action of the elements, or from encumbrances on the line of the Work, shall be sustained by the Contractor.

All work, which is defective in its construction or deficient in any of the requirements of the Specifications, shall be remedied or removed and replaced by the Contractor in an acceptable manner at the Contractor’s own expense. Upon failure on the part of the Contractor to comply forthwith with any order from the Engineer, made under the provisions of this article, the Engineer and City may cause the defective work to be remedied or removed and replaced at the expense of the Contractor.

6-2.1 Noncompliance with Plans and Specification.

Add the following Subsection:

Failure of the Contractor to comply with any requirements of the Plans and Specifications and the immediate remedy of any such noncompliance following notice from the Engineer; may result in suspension of contract payments on all items of work. Any progress payments so suspended shall remain in suspension until the Contractor’s operations are brought into compliance to the satisfaction of the Engineer. Upon determination of the Engineer that the Contractor is no longer in noncompliance, the progress payments will resume. No additional compensation shall be due to the Contractor as a result of the suspension of the progress payments due to noncompliance.

6.3 TIME OF COMPLETION.

6.3.1 General.

Substitute the following for the first sentence:

The Contractor shall complete the Work within sixty **(60) working days from the date of the Notice to Proceed – Construction is issued.**

6-3.1.1 Work Days.

Add the following Subsection:

No work shall be done between the hours of 4:00 P.M. and 7:00 A.M., nor on Saturdays, Sundays, or legal holidays without the permission of the Engineer and in the presence of the Engineer's inspector, except in case of any emergency. In all cases, the Contractor shall reimburse the Engineer for any expenses incurred as a result of work performed by the Contractor outside of regular working hours. This includes, but is not limited to, payment of Engineer's inspector at the appropriate overtime wage rate.

If required, night work shall be performed from 9 pm to 5 am. If night work is authorized by the City, inspection will be provided by the City at no cost to the contractor. The Contractor is expected to provide revised traffic control plan with adequate lighting for proper prosecution of the night Work, for the safety of the workers and the public, and for proper inspection at no extra cost to the City.

6-4 DELAYS AND EXTENSION OF TIME.

Add the following Subsection:

6-4.1.1 Avoidable Delays.

Avoidable delays in the prosecution or completion of the Work shall include all delays, which in the opinion of the Engineer would have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor or the Contractor's subcontractors. The following shall be considered avoidable delays within the meaning of the contract: 1) Delay in the prosecution of parts of the Work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the time herein specified; 2) Reasonable loss of time resulting from the necessity of submitted samples of materials and drawings to the Engineer for approval and from making of tests of materials, measurements and inspections; 3) Reasonable interference of other contractors employed by the City which do not necessarily prevent the completion of the whole Work within the time agreed upon. Unavoidable delays, which may be considered for an extension of time for completion of the Work, shall include, but not be limited to, acts of God, acts of war, or labor strikes.

6-4.2 Extensions of Time.

Insert after first (1st) paragraph:

If unavoidable delays are encountered, or if the City directs the work such that delays in the contract schedule are incurred, the Contractor shall be allowed an extension of time in which to

complete the Work. The Contractor must submit a written request for extension of work with stated reasons for the delay. The extension of work shall be equal to the sum of all unavoidable delays, as determined above or by the City Engineer, plus any adjustment of contract time due to contract change orders. During such extension of time, neither compensation for extra engineering and inspection nor liquidated damages shall be charged to the Contractor. Applications for an extension of time shall be made in writing before the expiration of the time for completion and not more than 15 days after the beginning of any unavoidable delay.

6-5 USE OF IMPROVEMENT DURING CONSTRUCTION.

Add the following Subsection:

6-5.1 Use of Improvement – Exceptions – The provisions of Subsection 6-5, USE OF IMPROVEMENT DURING CONSTRUCTION, shall not apply to projects for the repair, modification, enlargement or improvement of existing improvements that are to remain in use during construction except where a portion of the Work is completely independent from the rest of the Work can be completed and put into use by the Agency.

Projects on public roads, after satisfactory completion of an isolated section of the Work involving roadway improvements or repairs, when all temporary signs and other temporary Contractor facilities have been removed, the section is not being used as a detour, the section is no longer under the Contractor's control, and the section is opened to public traffic through the end of the Contract period, that section of the Work shall be taken over by the Agency as provided in Subsection 6-5, USE OF IMPROVEMENT DURING CONSTRUCTION. The Contractor shall submit to the Engineer in writing, when the conditions of this paragraph have been complied with and shall specify the limits of the public road section involved. Any use of the Work by the Agency shall be effective only when formal written notification is issued by the Agency.

6-6 SUSPENSION OF THE WORK.

6-6.1 General

Substitute the first paragraph with the following:

The City or the Engineer shall have the authority to suspend the Work, wholly or in part, for such period as the City or the Engineer may deem necessary, due to unsuitable weather or other such conditions as are considered unfavorable for the suitable prosecution of the Work, or for such time as the City or the Engineer deems necessary due to the failure on the part of the Contractor to carry out orders given or to perform any provisions of the Work. The Contractor shall immediately comply with the written order of the City or the Engineer to suspend the Work wholly or in part and shall not resume the Work until ordered to do so in writing by the City or the Engineer. Such suspension shall be without liability to the Contractor on the part of the City except as otherwise specified in 6-4.3.

In the event a suspension of work is ordered because of failure on the part of the Contractor to carry out orders given or to perform any provisions of the Work, such suspension of work shall not relieve the Contractor of the Contractor's responsibility to complete the Work within the

time limit set forth herein and shall not be considered cause for extension of the time for completion and, further, such suspension of work shall not entitle the Contractor to any additional compensation.

6-9 LIQUIDATED DAMAGES.

Substitute both paragraphs with the following:

6-9.1 Project Completion Liquidated Damages.

Time is of the essence for the completion of this project. For each and every day that any portion of the work remains unfinished after the time fixed for completion as noted in Subsection 6-3.1 TIME OF COMPLETION, General or as modified by any extension of time granted pursuant to Subsection 6-4.2 – Extensions of Time, damage will be sustained by the City. Because of the difficulty in computing the actual material loss and disadvantage to the City, it is determined in advance and agreed to by the parties hereto that the Contractor shall pay the City the amount of damages set forth herein as representing a reasonable forecast of the actual damages which the City will suffer by the failure of the Contractor to complete the work within the stipulated time. The Execution of the Agreement shall constitute acknowledgment of the Contractor and that the Contractor has ascertained and agrees that the City will actually suffer damages in the amount herein fixed for each and every calendar day during which the completion of the work is avoidably delayed beyond the stipulated completion date.

The Contractor shall have no claim or right of action against the City for damages, costs, expenses, loss of profits, due to any type of delay within or without the Contractor's control, and whether or not any delay may have resulted from any action by the City. The fulfillment of the contract shall be within the number of working days as stated in the Contract Documents or as modified by any extension of time.

The Contractor will not be assessed with liquidated damages during the delay in the completion of the work caused by acts of God or of the Public Enemy, acts of the State, fire not due to acts of contractors or subcontractors, floods, epidemics, quarantine, restrictions, strikes, freight embargo or unusually severe weather, or delays of subcontractors due to such causes provided that the Contractor shall within ten (10) days from the beginning of such delay notify the City, in writing, of the cause of the delay. The City will ascertain the facts and the extent of the delay, and the findings thereon shall be final and conclusive. Damages for avoidable delays shall be in the amount of **\$1,000 (One-Thousand Dollars), per calendar day** in excess of the time specified for completion of the Work. Such sum may be deducted from payments due the Contractor if such delay occurs.

6-9.2 Interim Milestone Liquidated Damages.

When existing traffic striping and markings are obliterated and subsequent pavement improvements are completed, the Contractor shall cat-track the striping and markings to be installed within two (2) working days. Upon receiving approval of the cat-tracks by the Engineer,

the Contractor shall install the striping and markings, including appurtenant traffic signs as specified in the Plans and Specifications, within two (2) working days. Traffic detector loops, including lead-in cables, as specified in the Plans and Specifications, shall be installed within two (2) working days following the installation of the striping and markings. Interim Milestone Liquidated damages shall be in the amount of **\$1,000.00 (One-Thousand Dollars) per calendar day**, should the cat-track, striping and markings, and the traffic detectors loops are not be completed and approved by the Engineer within the specified time. The sum of Interim Milestone Liquidated Damages shall be deducted from payments due to the Contractor, if such a delay occurs. These liquidated damages shall be in addition to the Project Completion Liquidated Damages as specified in Subsection 6-9.1.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3 PAYMENT.

7-3.1 General.

Insert after first (1st) paragraph:

Payment for all work bid at a price per unit of measurement shall be based upon the actual quantities of work constructed in accordance with the Plans and Specifications and as measured upon completion. The City does not expressly or by implication agree that the actual amount of work or materials of any class will correspond to the estimated quantities given in the bid proposal.

The prices paid for the various items in the bid proposal shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the finished product as provided in these specifications. Compensation in full for items specified as "Lump Sum" in the bid proposal shall include payment for furnishing all labor, materials, tools, equipment, and incidentals necessary for Specifications.

Insert after last paragraph:

Pursuant to Chapter 7 of California Codes for Public Works Contracts, § 7100, the Contractor shall furnish the City with a release of all claims against the City prior to final payment. The forms provided in these Specifications titled Contractor's Affidavit of Release of Liens and Subcontractor's Final Waiver of Lien, shall be completed and returned to the Engineer prior to final acceptance by City.

7.3-2 Partial and Final Payment.

Replace the first sentence of the second paragraph with the following:

The Contractor will submit the monthly progress payment estimate each month. Payments shall be made within forty-five (45) calendar days after review of the monthly progress payment estimate by the Engineer and Inspector.

Substitute the third paragraph with the following:

The City shall retain five percent (5%) of the estimated value of the work done and will pay monthly to the Contractor the balance, after deducting all previous payments and all sums to be kept or retained under the provisions of this Contract. No such progress payment or estimate shall be required to be made when the total number of working days is thirty (30) or less, or when in the judgment of the Engineer the Work is not proceeding in accordance with provisions of the contract, or when the value of the Work amounts to less than Five Hundred Dollars (\$500.00). No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

In lieu of the five percent retention deducted from the progress payment, and at the request and expense of the Contractor, securities equivalent to the retention shall be deposited with the public City, any person licensed under the Escrow Law in the Financial Code, or with a state or federally chartered bank in California as the escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the contract. Securities eligible for investment under this Section shall include those listed in Section 16430 of the government code or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any securities substituted for monies retained and shall receive any interest thereon.

The Contractor shall notify the Engineer of the completion of the Work and the Engineer shall make an inspection of the Work. The Engineer will not make the final inspection until the Work provided for and contemplated by the Contractor has been completed and the final clean up performed. The Contractor may be present at the final inspection. The Contractor will be notified in writing of any defects or deficiencies to be remedied. When notified that corrective work is completed, the Engineer will again inspect the Work and when the Engineer has satisfied himself/herself that all work has been done in accordance with the plans and specifications, the Engineer will recommend to the Council that the Work be formally accepted.

7-3.5 Contract Unit Prices

7-3.5.1 General

Add the following to the end of the section:

7-3.5.1 (a) Definition of Bid Items

The Unit Prices and Lump Sum amounts to be paid for the Items listed in the Bid Schedule shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary for the completed work, including incidental work not explicitly stated but inherently required to complete the work described in the bid items, in accordance with the Plans and Specifications. Said price and payment of the bid items shall include the Contractor's costs

associated with bonding, insurance, worker's compensation, overhead, financing, obtaining required permits and permit fees, mobilization, traffic control, public convenience and safety, protective barricading, sanitary facilities, storage of equipment and materials, security against theft and vandalism, project site maintenance, dust and runoff, clean-up and all other items incidental to the work.

Payment for Unit Price work shall be made for the actual quantities of Contract Items removed, relocated, procured, installed, constructed, tested, hauled away, disposed of, etc., in accordance with the plans and these Specifications as specified in Section 7-1.2 Methods of Measurement. Payment for Lump Sum work shall be paid for at the price indicated in the Bid Schedule, in accordance with Section 7-2, "Lump Sum Work."

The following are descriptions of the items in the Base Bid and Alternate Bid Schedules. The descriptions represent general descriptions for the purpose of clarifying the scope of the Bid Items. If any overlap or discrepancy exists between the following general descriptions and the detailed contents of the Technical Specifications (Part 2 of these Specifications), the more-detailed description shall hold. Additionally, if any item of work is not included in either the descriptions below, or in the Technical Specifications, it shall be assumed **as inherently included within the bid items of work that most-closely covers such work**. Example: raising existing manholes/valves to finished grade shall be included in Bid Item 6 (AC Pavement).

1. Bid Item 1: Mobilization & Demobilization (Not to Exceed 5% of Total Bid)

Work under this item shall include but not be limited to, those necessary for the movement of personnel, equipment, materials and incidentals to the Project sites, securing a temporary construction yard, performing exploratory excavation at the connection points at the new water main, and laterals and maintaining the Project sites in a safe and orderly manner during construction. This item also includes costs incurred for securing bonds, insurance and financing prior to beginning work. Work included under this pay item will be paid after all equipment has been mobilized to sites and after, in the judgment of the City, work has commenced. Additional clarification on the scope of this bid item is included in the Technical Specifications.

Payment shall be at the lump sum (LS) price.

2. Bid Item 2: Traffic Control (Not to Exceed 3% of Total Bid)

Work under this item shall include, but not be limited to, furnishing, installing, maintaining, and removing all traffic control devices, including signs, barricades, lights, cones, providing flaggers, and all other work necessary to provide vehicular and pedestrian traffic control in and around the construction sites as shown on the Plans and required by regulatory agencies, complete.

Payment shall be at the lump sum (LS).

3. Bid Item 3: Water Pollution Control

Work under this item shall include, but not be limited to, preparation of PRDs, including SWPPP, NOI, NOT, procurement, implementation, maintenance, and removal of BMPs, and all other work required to maintain water pollution control per Federal, State, and Local/Regional MS4/NPDES Regulations.

Payment shall be at the lump sum (LS) price.

4. Bid Item 4: Demolition

Work under this item shall include, but not be limited to, furnishing and installing labor, tools, material, submittals for review, and equipment necessary for the demolition/removal, and haul away of existing surface improvements not directly associated with other bid items of work, including fencing, shrubs, weeds, rocks, debris/garbage, concrete slab at Station 14+00, tree stump & roots at Station 16+20, and all other miscellaneous demolition work that allows for other bid items of work to proceed. This work does not include removal of existing subgrade soil that is associated with asphalt concrete and concrete improvements.

Payment shall be at the lump sum (LS) price.

5. Bid Item 5: PCC Curb & Gutter

Work under this item shall include, but not be limited to, furnishing and installing labor, tools, material, submittals for review, and equipment necessary for removal and grading of existing subgrade sufficient for final flowline (including base material under curb & gutter), furnishing and installation of base material (CMB), furnishing and installation of concrete formwork, furnishing and installation/constructing of concrete curb & gutter of the type mentioned in these specifications (560-C-3250), at the locations shown on these plans, including any asphalt lips for concrete formwork, and all other incidental work.

Payment shall be at the unit price bid per linear foot (LF), constructed in place.

6. Bid Item 6: AC Pavement (Full-Depth AC & Base)

Work under this item shall include, but not be limited to, furnishing and installing labor, tools, material, submittals for review, and equipment necessary for removal and grading of existing subgrade sufficient for final finished surface (including base material under the asphalt concrete layers), scarification, re-compaction, compaction testing of subgrade, furnishing and installation of base material (Class II Base), compaction and compaction testing of base material, furnishing and installation of asphalt concrete (AC base/leveling and ARHM surface course), rolling/compaction of asphalt layers (each lift), at the locations shown on these plans, any all other incidental work.

Payment shall be at the unit price bid per square foot (SF), constructed in place.

7. Bid Item 7: New Fire Hydrant Assembly

Work under this item shall include, but not be limited to, furnishing and installing labor, tools, material, submittals for review, and equipment necessary for fire hydrant construction at the location(s) shown and per the detail(s) on the plans, including excavation, dewatering, bedding, furnishing & installation of pipe, tee/fittings, connection to existing pipe, valves, hydrant bury, thrust blocks at tee & bury, hydrant head, check valves, break-away spools, pressure testing, disinfection, backfill, compaction, compaction testing, and all other incidental work.

Payment shall be at the unit price bid per each (EA), constructed in place.

8. Bid Item 8: New Water Service

Work under this item shall include, but not be limited to, furnishing and installing labor, tools, material, submittals for review, and equipment necessary for water service construction at the location(s) shown and per the detail(s) on the plans, including excavation, dewatering, bedding, furnishing & installation of water service pipe, service saddle, corp stop, connection to existing pipe, bends, angle stop valve, couplings, nipples, water meter box, crushed rock under water meter box, paying for water meter and coordination with City for water meter installation, pressure testing, disinfection, backfill, compaction, compaction testing, and all other incidental work.

Payment shall be at the unit price per each (EA), constructed in place.

9. Bid Item 9: New Sewer Service

Work under this item shall include, but not be limited to, furnishing and installing labor, tools, material, submittals for review, and equipment necessary for sewer service construction at the location(s) shown and per the detail(s) on the plans, including excavation, dewatering, bedding, furnishing & installation of sewer service pipe, wye, connection to existing pipe, bends, cleanout riser, end caps, backfill, compaction, compaction testing, and all other incidental work.

Payment shall be at the unit price per each (EA), constructed in place.

10. Bid Item 10: New Street Light

Work under this item shall include, but not be limited to, furnishing and installing labor, tools, material, submittals for review, and equipment necessary for street light construction at the location(s) shown and per the detail(s) on the plans, including excavation, dewatering, bedding, furnishing & installation of concrete and rebar for footing, furnishing and installation of conduit & wire within proximity of street light (from pull box to street light) for electrical service, furnishing and installation of street light, mast arm, and luminaire, set-up and wiring of street light, and all other incidental work.

Payment shall be at the unit price per each (EA), constructed in place.

11. Bid Item 1A: Additional PCC Curb & Gutter

Work under this item shall include, but not be limited to, furnishing and installing labor, tools, material, submittals for review, and equipment necessary for removal and grading of existing subgrade sufficient for final flowline (including base material under curb & gutter), furnishing and installation of base material (CMB), furnishing and installation of concrete formwork, furnishing and installation/constructing of concrete curb & gutter of the type mentioned in these specifications (560-C-3250), at the locations shown on these plans, including any asphalt lips for concrete formwork, and all other incidental work.

Payment shall be at the unit price bid per linear foot (LF), constructed in place.

12. Bid Item 2A: PCC Sidewalk

Work under this item shall include, but not be limited to, furnishing and installing labor, tools, material, submittals for review, and equipment necessary for removal and grading of existing subgrade sufficient for final sidewalk grade (including base material under sidewalk), furnishing and installation of base material (CMB), furnishing and installation of concrete formwork, furnishing and installation/constructing of concrete sidewalk of the type mentioned in these specifications (560-C-3250), at the locations shown on these plans.

Payment shall be at the square foot (SF) price.

13. Bid Item 3A: Commercial Driveway Approach

Work under this item shall include, but not be limited to, furnishing and installing labor, tools, material, submittals for review, and equipment necessary for removal and grading of existing subgrade sufficient for final driveway grade (including base material under driveway), furnishing and installation of base material (CMB), furnishing and installation of concrete formwork, furnishing and installation/constructing of concrete driveway of the type mentioned in these specifications (560-C-3250), at the locations shown on these plans.

Payment shall be at the unit price bid per each (EA), constructed in place.

14. Bid Item 4A: Curb Ramp (ADA Pedestrian Access Ramp)

Work under this item shall include, but not be limited to, furnishing and installing labor, tools, material, submittals for review, and equipment necessary for removal and grading of existing subgrade sufficient for final curb ramp grade (including base material under curb ramp), furnishing and installation of base material (CMB), furnishing and installation of concrete formwork, furnishing and installation/constructing of concrete curb ramp of the type mentioned in these specifications (560-C-3250), at the locations shown on these plans.

Payment shall be at the unit price bid per each (EA), constructed in place.

15. Bid Item 5A: 2" Grind & Overlay

Work under this item shall include, but not be limited to, furnishing and installing labor, tools, material, submittals for review, and equipment necessary for grinding of existing asphalt pavement, removal and disposal of pavement grindings offsite, application of tack coats to adhere to existing grinded pavement, furnishing and installation of asphalt rubberized hot mix (ARHM) over tack coat, rolling/compaction of ARHM, and any/all other incidental work.

Payment shall be at the unit price bid per square foot (SF), constructed in place

16. Bid Item 6A: Relocate/Extend Existing Fire Hydrant Assembly

Work under this item shall include, but not be limited to, furnishing and installing labor, tools, material, submittals for review, and equipment necessary for fire hydrant construction at the location(s) shown and per the detail(s) on the plans, including excavation, dewatering, bedding, removal of existing hydrant head, bury, bend, valve, and thrust block, furnishing & installation of pipe, fittings, connection to existing pipe, valves, hydrant bury, hydrant head, check valves, break-away spools, thrust block at hydrant bury, pressure testing, disinfection, backfill, compaction, compaction testing, and all other incidental work.

Payment shall be at the unit price bid per each (EA), constructed in place.

17. Bid Item 7A: Coordination with IID and Utility Companies for Removal and Relocation of Existing Power Poles (6), Overhead Wires/Conduits, Service Risers, & Appurtenances (All Work Performed by IID)

Work under this item shall include, but not be limited to, furnishing and installing staff time/effort to coordinate with IID and Utility Companies for the relocation of power poles (6) and power lines. The intent is to schedule the Contractor's work in such a manner that any items of the Contractor's work that can occur without conflict around IID/Utility Company work can proceed (i.e. demolition and/or construction of southerly concrete curb & gutter), and that any work that will need to succeed the relocation work will not commence until the relocations have been completed. This bid item provides an allowance at an hourly billing rate for the Contractor's Project Manager/Superintendent, and will only be billed for such time of work actually incurred specifically related to IID/ Utility Company coordination, and not general scheduling of Contractor's work.

Payment shall be at the hourly rate (HR) price, multiplied by the actual number of hours expended.

18. Bid Item 8A: Furnish & Install New Conduit/Wire, and Pull Boxes Along North Side of Weakley Street for Base Bid Streetlights (2). One (1) 1.5" PVC Sch. 80 Conduit, Concrete Encased, with #8 AWG. Three (3) Pull Boxes with Fusing and Grounding
Work under this item shall include, but not be limited to, furnishing and installing labor, tools, material, submittals for review, and equipment necessary for furnishing of new conduit and wire to connect from IID-installed transformer and/or sector sleeve to proposed City-owned street lights, including conduit bends/fittings, pull boxes and fusing/grounding in pull boxes, conduit trenching, bedding, concrete encasement, backfill of trenches, and all other incidental work.

Payment shall be at the linear foot (LF) price.

19. Bid Item 9A: Additional Street Light

Work under this item shall include, but not be limited to, furnishing and installing labor, tools, material, submittals for review, and equipment necessary for street light construction at the location(s) shown and per the detail(s) on the plans, including excavation, dewatering, bedding, furnishing & installation of concrete and rebar for footing, furnishing and installation of conduit & wire within proximity of street light (from pull box to street light) for electrical service, furnishing and installation of street light, mast arm, and luminaire, set-up and wiring of street light, and all other incidental work.

Payment shall be at the unit price per each (EA), constructed in place.

20. Bid Item 10A: Furnish & Install Additional New Conduit/Wire, and Pull Boxes Along North Side of Weakley Street for Additional Streetlights (1). One (1) 1.5" PVC Sch. 80 Conduit, Concrete Encased, with #8 AWG. Two (2) Pull Boxes with Fusing and Grounding
Work under this item shall include, but not be limited to, furnishing and installing labor, tools, material, submittals for review, and equipment necessary for furnishing of new conduit and wire to connect from IID-installed transformer and/or sector sleeve to proposed City-owned street lights, including conduit bends/fittings, pull boxes and fusing/grounding in pull boxes, conduit trenching, bedding, concrete encasement, backfill of trenches, and all other incidental work.

Payment shall be at the linear foot (LF) price.

21. Bid Item 11A: Furnish & Install New Conduit/Wire Across Weakley Street (Easterly Side at Station 15+85) as Shown on Plans. Two (2) 5" PVC Sch. 80 Conduits, Concrete-Encased at 3' min. depth. Stub-Out at Southerly Property Line at APN 058-030-052
Work under this item shall include, but not be limited to, furnishing and installing labor, tools, material, submittals for review, and equipment necessary for furnishing of new conduit to connect from IID-installed sector sleeve to southerly side of Weakley Street, to the southerly ROW/Property Line, including conduit bends/fittings, conduit

trenching, bedding, concrete encasement, backfill of trenches, conduit stub out, and all other incidental work.

Payment shall be at the linear foot (LF) price.

Provided that there are no changes to the Plans, Specs, or field conditions, any work that is inherently required to complete the improvements, even if not explicitly stated or implied by the bid items, is not entitled to additional compensation/change order. Prior to bid, it shall be the Contractor's responsibility to thoroughly review the Plans and Specifications, investigate the site, submit any questions/RFIs to the City, and submit a good-faith bid to the City.

7-3.5.2 Increases of More Than 25 Percent

Substitute the first paragraph of the section with the following:

Should the actual quantity of an item of work covered by a Contract Unit price and constructed in conformance with the Plans and Specifications exceed the bid item by more than twenty five percent (25%), the Contractor shall notify the Engineer in writing (hereinafter called "Quantity Exceedance Notice") within five (5) working days. Payment for the quantity in excess of 125 percent of the Bid quantity shall be made at the Contract Unit Price, or at the option of the City, on the basis of Extra Work per 7-4. No exceptions shall be granted unless requested and specified by the Contractor in the Quantity Exceedance Notice. If so requested, payment will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the Contractor and City. Adjustments to the Contract Unit Price per Section 7-4 will only be made if the extra work has been performed other than the contract bid items, under special circumstances that justify the extra costs, such as night work, greater depth of trenching, etc.

7-3.5.3 Decreases of More Than 25 Percent

Replace the Section in its entirety with the following:

Should the actual quantity of an item of work covered by a Contract Unit Price, and constructed in conformance with the Plans and Specifications, be less than 75 percent of the Bid quantity, an adjustment in payment will not be made unless so requested in writing by the Contractor. The request shall be submitted and received by the Agency within 5 (five) working days upon substantial completion of the specific work item. If the Contractor so requests, payment will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the Contractor and the Agency; or at the option of the Engineer, on the basis of Extra Work per 7-4 Payment for Extra Work or on the basis of actual quantity at the Contract Unit Price plus the actual costs incurred in connection with not completing up to the 75 percent of the Bid quantity. However, in no case shall payment be less than would be made for the actual quantity at the Contract Unit Price, nor more than would be made for seventy-five (75) percent of the Bid quantity at the Contract Unit Price.

For the purpose of this section, actual costs incurred in connection with not completing up to 75 percent of the bid quantity shall be limited to the following:

(a) If material conforming to the Plans and Specifications was ordered by the Contractor for use in completing the item of work, and if the order for that material cannot be canceled, payment will be made to the Contractor for the actual cost of the unused material between the actual constructed quantity and the Bid quantity. In this case, the material shall become property of the Agency. If the material is returnable, the unused material between the actual constructed quantity and the Bid quantity shall be returned, and payment will be made to the Contractor for the actual charges made by the supplier for returning the material and for handling by the Contractor.

(b) If equipment was rented by the Contractor for use in completing the specific item of work and for no other, item of work, and if there is a minimum number of rental days charged by the vendor, the Contractor shall submit documentation showing the number of days the equipment was used for the work item and the minimum rental days charged by the vendor. Payment will be made to the Contractor for the equipment rental in proportion to the unused rental days and the minimum rental days.

7-4 PAYMENT FOR EXTRA WORK

7-4.3 Markup

Add the following the paragraph at the beginning of the Section:

Unless otherwise specified in the Special Provisions, the markup, as determined by Section 7-4.2 “Basis for Establishing Costs”, shall be as described below, and shall constitute the full markup for all overhead and profit on extra work performed under this contract; no additional compensation will be provided therefore.

7-4.3.1 Work by the Contractor. Replace the entire paragraph with the following:

The following percentages shall be added to the Contractor’s costs and shall constitute the full markup for all overhead and profit on extra work performed by the Contractor under this contract; no additional compensation will be provided therefore:

- 1) Labor20%
- 2) Materials15%
- 3) Tools and Equipment Rental15%
- 4) Other Items15%

To the sum of the costs and markups provided for in this subsection, 1 percent shall be added as compensation for bonding.

7-4.3.2 Work by a Subcontractor. Replace the entire paragraph with the following:

When all or any part of the “extra work” is performed by a Subcontractor, the markup established in 3-3.2.3 (a) shall be applied to the Subcontractor’s actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the “extra work” and a markup of 5

percent on work added in excess of \$5,000 of the subcontracted portion of the “extra work” may be added by the Contractor. These markups shall constitute the markup for all overhead and profit for the Contractor on work performed by the Subcontractor.

The markups specified in Parts (a) and (b) above shall be considered as including, but not limited to, the Contractor’s labor costs for personnel not working directly on the “extra work”, including the cost of any tools and equipment that they may use. Such costs shall not be reported as labor or equipment costs elsewhere except when they are actually used in the performance of the “extra work.” Labor costs shall in that case be reported for the labor classification corresponding to the type and nature of “extra work” performed.

PART 2 – TECHNICAL SPECIFICATIONS
(BASED ON BID ITEMS OF WORK)

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1. MOBILIZATION

Mobilization shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, construction yards, sanitary facilities, permits, and any other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site, as well as the related demobilization costs anticipated at the completion of the project. The cost of all bonds and insurance policies, including premiums and incidentals, shall be included in Mobilization.

Prior to commencement of any work on the project, a preconstruction conference will be held for the purpose of review and discussion of progress schedule and construction procedures. At the discretion of the City's Construction Manager, periodic meetings involving project personnel (Contractor, utilities, and others) will be held for the purpose of coordinating project activities.

The work called for in these contract documents shall commence within (10) calendar days after that date set out in the **Notice-to-Proceed** issued by the City, and shall be diligently pursued to completion within sixty (60) working days of said date.

No additional compensation will be allowed for additional mobilizations required, including but not limited to, delays caused by the relocation of existing utility facilities shown on the plans or discovered during construction operations.

The amount credited for Mobilization on each monthly progress payment shall be based upon the percentage of the total of the amounts credited for work on all the other contract items for that monthly progress payment, up to a cumulative limit of eighty (80) percent of the contract item price for Mobilization. The remaining twenty (20) percent of the contract item price for Mobilization shall be paid with the final progress payment.

The deletion of work or the addition of extra work as provided for herein shall not affect the price paid for Mobilization.

Water Pollution Control

- As part as Mobilization, Contractor shall furnish all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval of, revising, and amending the N.O.I., P.R.D.s, SWPPP, N.O.T., and installing, constructing, maintaining, removing, and disposing of BMPs as shown in the SWPPP, as specified in the CASQA Handbooks and Sample Contractor's Water Quality CSMP, General Permit, and these Detailed Specifications, and as directed by the Engineer.
- Any BMP required to protect storm water quality shall be installed within 24 hours of the time the Contractor is notified by the Engineer or regulatory agencies, or prior to the next

rain event, whichever comes first, to install such BMP's. Each 24 hour period elapsed without installation of the required BMPs by the Contractor will be considered an Incident. Failure of the Contractor to meet the 24 hour period for installing the required BMPs will result in a permanent payment deduction of \$500 for each Incident that the Contractor fails to comply, in addition to any other applicable penalties. It is the Contractor's responsibility to install any and all required BMPs.

- Information on Storm Water BMPs can be obtained from the California Stormwater Quality Association (CASQA): <https://www.casqa.org/resources/bmp-handbooks>, from Caltrans: <http://www.dot.ca.gov/hg/construc/stormwater/manuals.htm>, and from the State Water Resources Control Board:

https://www.waterboards.ca.gov/water_issues/programs/stormwater/construction/general_permit_reissuance.html

Sanitary Arrangements

The Contractor shall make provisions for and maintain in a sanitary manner at the work site all necessary and sanitary conveniences for the workmen, in accordance with the rules and regulations of the State Board of Health.

The Contractor's attention is directed to the existing pedestrian and vehicular access ways crossing the lines of work. These access ways shall not be closed unless an alternate access way is provided. The Contractor shall assume full responsibility for providing alternate access. The compensation for the work in this item shall be considered as included in the cost of the various contract items of work and additional compensation will be made therefore.

Temporary Water & Power

The Contractor shall coordinate with the City and make payment to obtain hydrant meters, for use of temporary water via fire hydrants within the project vicinity.

The Contractor shall provide all temporary power during construction of the improvements. Coordination with the City and/or the Imperial Irrigation District (IID) shall be required for permanent power to the proposed streetlight improvements.

Payment

Payment for mobilization will be measured by Lump Sum as specified on the bid schedule and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work necessary as specified in the Contract Documents and Specifications, Standard Drawings, supplemental details, these Special provisions, and as directed by the Engineer or his appointed designee. Payment shall be based on the percentage of total value of work completed as of each progress pay estimate.

2. TRAFFIC CONTROL

The Contractor shall maintain traffic in the work area in accordance with the "California Manual on Uniform Traffic Control Devices" (CAMUTCD), latest edition, available through the State of California, Department of Transportation, 1900 Royal Oaks Drive, Sacramento, California 95815.

The Contractor shall post temporary "No Parking" signs at least 72 hours in advance of commencing of work. Signs may be attached to existing poles, parkway trees, or any available support that may exist in the public right-of-way or the contractor may furnish sign supports as may be necessary. Personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time, including any section closed to public traffic.

The Contractor shall furnish, install, maintain, and remove all construction area signs in conformance with the plans and Sections 12-3.11 of the State of California Standard Specifications, Latest Edition. The construction area signs will be required 2 weeks in advance of work, describing the sequence of activities that will affect parking and access to properties, to be delivered 2 weeks prior to construction. This notice will generally address parking and access for street work with further details to follow on subsequent notices, except detailed information will be required in this first notice to explain the leveling course portion of the work.

The contractor shall make every effort to keep driveways open during working hours. After work hours, all driveways shall be accessible and safe.

The contractor shall keep a minimum of two (2) lanes open all day and during construction. Traffic control plans shall be submitted by the contractor and approved by the engineer and/or the city. Contractor shall keep entrances to businesses open all day and during construction. After work hours, all driveways and travel lanes shall be accessible and safe

In the event of conflict, the order of precedence for traffic control shall be as follows:

1. Special Provisions
2. Traffic Control Plans
3. California Manual on Uniform Traffic Control Devices (FHWA's MUTCD Latest edition as amended for use in California), Part 6, Temporary Traffic Control, and Caltrans, Latest edition.
4. Work Area Traffic Control Handbook. (WATCH)
5. Standard Specifications

Traffic Control shall be in accordance with the following Special Provisions:

a. All streets shall remain open to through traffic at all times except when street closure is approved by the Engineer. The Contractor shall make provisions to allow local traffic access to the closed streets. The local traffic consists of, but is not limited to, residences, church congregations, farmers, post offices, meter readers, trash pickup, school buses, and emergency vehicles. The

Contractor shall provide a smooth travel way and either a flagger and/or signing to direct traffic.

b. The Contractor shall be responsible for the preparation of Traffic Control Plans as necessary for the work. The Traffic Control Plans shall be signed and stamped by a California Registered Traffic Engineer and transmitted to the City for approval no later than fourteen (14) calendar days prior to the scheduled commencement of work. Comments and corrections shall be returned to the Contractor within five (5) working days. The Traffic Control Plans shall conform to the requirements listed in these Technical Provisions; California MUTCD Part 6, Temporary Traffic Control; the Work Area Traffic Control Handbook; and the Standard Specifications.

c. All traffic controls and safety devices, equipment and materials, including but not limited to cones, channelizers, delineators, flashing warning lights, barricades, high level warning devices (telescoping flag trees), flags, signs, markers, portable barriers, temporary railing (Type-K), temporary fencing, flashing arrow signs, changeable message sign, markings, and flagging equipment shall be provided and maintained in "like new" condition.

d. The Contractor shall furnish and properly install, construct, erect, use and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, including holidays, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include areas affecting or affected by the work, from the date of Notice to Proceed to the completion and acceptance of the work.

e. High-level warning devices (telescoping flag trees) are required at all times for work being performed within the roadway unless otherwise specifically approved by the Engineer.

f. All barricades shall be equipped with flashing warning lights, and all traffic cones shall be no less than 28 in in height, except that shorter cones, 12 in minimum height, may be permitted during striping maintenance operations where the only function of the cone is to protect the wet paint from the traffic.

The entire area of orange and white stripes for barricades shall be Type I, engineering grade, or Type II, super engineering grade, retro-reflective sheeting conforming to the requirements of ASTM Designation: D 4956-95.

g. Type III barricades, no less than 6 ft in length and equipped with two (2) Type "N" markers each and two (2) portable flashing beacons each, shall be used to close streets, except as otherwise specifically approved by the Engineer for minor maintenance work of no more than one (1) working day's duration, on weekdays, or on holidays only, and limited to the hours between 8:30 a.m. and 3:30 p.m. Said barricades shall be placed across the full roadway at each point of closure with the distance between barricades, or between barricades and curbs, not exceeding 3 ft except that one (1) 10 - 12 ft-wide gap between barricades shall be provided at the center of the

street. Barricades to the right of the street's center, facing the inbound vehicular traffic, shall also be equipped with one (1) R11-2, "Road Closed" sign, one (1) R11-4, "Road Closed to Thru Traffic," sign, and a Type P warning sign.

h. Channelizers shall be surface mounted type and shall be furnished, placed and maintained at the locations shown on the Plans or as approved by the Engineer, and shall conform to the provisions in Section 12-3.07, "Channelizers," of the State of California Standard Specifications, Latest Edition, and these Special Provisions.

When no longer required for the work as determined by the Engineer, channelizers (except channelizers to be left in place), and underlying adhesive used to cement the channelizer bases to the pavement, shall be removed. Removed channelizers and adhesive shall become the property of the Contractor and shall be removed from the site of work.

i. Reflectorized (both sides) temporary self-adhesive markers, 4 in wide, shall be applied to unstriped pavement surface before opening the travel way to public traffic. Reflectorized temporary yellow markers shall be used for to delineate the centerline to separate opposing traffic. Reflectorized temporary white markers shall be used to delineate lanes of travel and placed in 24 in intervals transverse to the road to delineate stop bars and limit lines.

The reflectorized temporary markers shall be removed the same day the first coat of striping has been placed on the pavement. The removal of the markers shall be done such a way that the pavement is not damaged.

j. Except as otherwise approved by the Engineer, two-way vehicular traffic shall be maintained at all times within two (2) 3.3 m (11 ft) wide lanes on streets having an effective roadway width of 13.4 m (44 ft) or more with restricted parking. Other streets of lesser widths may be reduced to one (1) 3.6 m (12 ft) wide lane with work activity being limited to one side at a time, and the one-way vehicular traffic being maintained at all times by properly trained and experienced flaggers. All lane closures shall have flashing arrow signs to provide additional, high level, advanced warning.

No reduction of the traveled way width shall be permitted on any City street before 8:30 a.m. nor after 3:30 p.m., on weekends or holidays, or when active work is not being done, unless otherwise approved by the Engineer.

k. Properly trained and experienced flaggers shall be provided to direct traffic when said traffic is to be interrupted, when two-way traffic is to be reduced to one-way traffic, and at other such times as is necessary to safely pass traffic through or around the work area and when so directed by the Engineer.

l. Vehicular access to occupied residential property may be restricted on weekdays, other than holidays, between the hours of 8:30 a.m. and 3:30 p.m. while essential work activity is taking place only upon approval by the Engineer and providing the Contractor gives the property owner

or resident at least forty-eight (48) hour advance written and oral notice.

Convenient and safe pedestrian access to schools, churches, occupied residential and business property shall be maintained at all times. Access to mailboxes shall be maintained at all times such that the postal delivery service is not interrupted. Trash pick-up services shall not be interrupted. Access to vacant and unused property may be restricted when approved by the Engineer. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the Engineer.

m. Vehicular access to business, school and church driveways shall be maintained at all times during construction.

n. Traffic control and safety devices and equipment being used that becomes damaged, destroyed, faded, graffitied, encrusted, soiled, misplaced, worn out, inoperative, lost, or stolen shall be promptly repaired, refurbished, or replaced. Traffic control and safety devices and equipment being used, that are displaced or not in an upright position from any cause, shall be promptly returned or restored to their proper position.

o. An unobstructed view of all signs and warning devices including, but not limited to, stop signs, stop ahead signs, street name signs, and other regulatory, warning and construction signs, markers, and warning devices shall be maintained at all times. All speed limit signs shall be black on white with signs at either end of the project notifying the motoring public that fines are doubled in construction zones. No trucks or other equipment or materials shall be stopped, parked, or otherwise placed so as to obscure said signs, markers and devices from the view of the vehicular and pedestrian traffic to which it applies.

p. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall yield to said public traffic at all times, except where the traffic is being controlled by police officers, fire officers, properly trained and experienced flaggers, or at traffic signalized intersections.

q. Stockpiling or storage of materials on any public right-of-way or parking area will not be allowed without the specific written permission of the Engineer. Materials spilled along or on said right-of-way or parking area shall be removed completely and promptly. All stockpile and storage areas shall be maintained in a safe, neat, clean, and orderly condition, and shall be restored to equal or better than original condition upon completion of the work.

r. On projects involving work on, closure of, or partial closure of existing streets, and where vehicular access to the abutting property must be restricted, the work shall be so selected, arranged and scheduled that the person(s) requiring access to said abutting property and residents along said streets affected will be able to park within a reasonable distance of not more than 150m (500') from their homes or destination. In addition, no two adjoining streets shall be closed at the same time, except as otherwise approved by the Engineer. Residents must be given written notice of such restrictions a minimum of 48 hours in advance.

s. When work has been completed on a particular street or has been suspended or rescheduled, and said street is to be opened to vehicular traffic, all equipment, "NO PARKING" signs, other obstructions, and unnecessary traffic control devices and equipment shall be promptly removed from that street, except as otherwise approved by the Engineer.

t. Should the Contractor be neglectful, negligent, or refuse, fail, or otherwise be unavailable to promptly, satisfactorily, and fully comply with the provisions specified and referred to herein above, the City reserves the right to correct or mitigate any situation, that in the sole opinion of the Engineer, constitutes a serious deficiency or serious case of noncompliance, by any means at its disposal at the Contractor's or permittee's expense, and shall deduct the cost therefore from the Contractor's progress or final payments. Such corrective action taken by the City shall not reduce or abrogate the Contractor's legal obligations and liability for proper traffic control and safety measures and shall not serve to transfer said obligations and liabilities from the Contractor to the City or the City's agents.

u. Violations of any of the above Provisions or provisions of the referenced publications, unless promptly and completely corrected to the satisfaction of the Engineer, shall, at the sole discretion of the City, be grounds for termination of the Contract, or shut down or partial shutdown of the work, without compensation to the Contractor or permittee, or liability to the City, all as prescribed by contractual obligation or State law, whichever is applicable.

The Contract lump sum price paid for the traffic control system shall include full compensation for, but not limited to, furnishing all labor (including flagging costs), materials (including construction area signs), tools, equipment, traffic control Plans and revisions, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control including lights, channelizers (surface mounted), temporary railing (Type K) markers, delineators, temporary striping and pavement marking, barricades, portable flashing beacons, flashing arrow signs, portable changeable message signs, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Payment

Traffic control will be measured by Lump Sum as specified on the bid schedule and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work necessary as specified in the Contract Documents and Specifications, Standard Drawings, supplemental details, these Special provisions, and as directed by the Engineer or his appointed designee.

Full compensation shall be considered as included in the Contract lump sum price paid for the traffic control system and no additional compensation will be allowed therefore. Partial payment shall be based on the percentage of total value of work completed as of each progress pay estimate.

3. CONSTRUCTION SURVEYING

The Contractor shall provide for the services of a land surveyor licensed in the State of California, hereinafter Surveyor, to perform all work necessary for establishing control, construction staking, records research and all other surveying work necessary to construct the work, provide surveying services as required herein and provide surveying, drafting and other professional services required to satisfy the requirements of the Land Surveyors Act. Surveyor shall be resident on the site during all surveying operations and shall personally supervise and certify the surveying work. Contractor shall submit surveyor's information, including license number, prior to commencing work.

Permanent Survey Markers

The Contractor shall not disturb permanent survey monuments or benchmarks without the consent of the Engineer. Where the Engineer concurs, in writing, with the Contractor that protecting an existing monument in place is impractical, the Contractor shall employ a licensed land surveyor to establish the location of the monument before it is disturbed. The Contractor shall have the monument replaced by a licensed land surveyor no later than thirty (30) days after construction at the site of the replacement is completed. The Licensed Land Surveyor shall file corner record(s) as required by " 8772 and 8773, et seq. of the California Business and Professions Code. Copies shall be provided to the City within 10 days of replacement of any monuments.

When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the Contractor shall adjust the monument frame and cover to the new grade. Documentation of any disturbance or relocation, horizontal or vertical shall be provided to the City.

Center Line Ties

The Contractor shall be responsible to locate centerline ties and/or monuments at locations which are part of the overlay project as directed by the Director of Public Works or his authorized representative. Contractor shall submit a scope of work for approval by the Engineer prior to commencing work. The monuments will be inventoried, tied out, and a centerline tie sheet will be prepared and submitted to the Engineer.

The Contractor shall include tie sheet preparation, setting ties, and reestablishing monuments, and the filing of a corner record as required. All ties associated with that monument as accepted by the Public Works Department and for filing by the Los Angeles County Surveyor's office. Contractor shall re-set the tie monuments where curb or curb ramps are removed and replaced or new ramps are installed. The Contractor's surveyor shall be responsible to meet all requirements stipulated by the County Surveyor regarding the filing of corner records.

Lines and Grades

Except when, as per orders from the Director of Public Works or his authorized representative, minor changes in the work are to be made by the Contractor, all work shall, during its progress upon completion, conform to the lines, grades, and elevations shown on the Plans. All distances and measurements are given thereon and will be made in a horizontal plane. Three (3) consecutive points shown on the same rate of slope must be used in common in order to detect any variation from a straight line, and in case any such discrepancy exists, it must be reported to the Director of Public Works or his authorized representative. Failure to make this report shall make the Contractor responsible for any such error in the finished work.

Payment

Payment for survey work shall be included in the contract price for other items of work, and no additional compensation will be allowed therefore.

4. COLD MILLING

Cold milling shall not be performed more than 2 working days ahead of paving, and streets shall not be left unpaved over a weekend or during trash pickup day unless arrangement are made with the Waste Company to ensure that trash pickup for all three containers has been completed prior to start of cold milling a particular street and that no trash trucks will need to travel over a cold milled street. Contractor shall conduct his operation in such a manner to prevent construction truck traffic from travelling over cold milled streets and newly paved streets by working on smaller streets first and larger streets last as approved by City Inspector.

Prior to cold milling activities, the Contractor shall scan the work area for any obstructions and shall perform clearing and grubbing as required. Clearing and grubbing shall be performed in accordance with the plans, of the provisions of Section 300-1, "Clearing and Grubbing," of the Standard Specifications and these Special Provisions, and shall include, but not be limited to, the following:

1. Removal and disposal of tree stumps, shrubs, ground cover, and other vegetative material.
2. Removal and disposal of decorative landscape rocks, edging, brick, pavers, railroad ties, or any other decorative landscape treatments.
3. Removal and disposal of existing AC berms, miscellaneous AC, and PCC.
4. Removal and disposal of all striping and raised pavement markers.

5. The Contractor shall dispose of all materials not being salvaged outside of the right of way and shall pay for all costs of disposal. These materials include, but are not limited to, masonry walls, AC paving, PCC, and conflicting striping.
6. Stockpiling of materials within the right of way, city parking lots, or other city improved property shall not be allowed unless otherwise approved by the Engineer.
7. Removal of survey markers and monuments.

All Cold Milling operations shall conform to section 302-1 of the Standard Specification, the plans, and these special provisions. Existing AC pavement within the project limits shall be cold milled at the locations and to the dimensions and details shown on the plans or as directed by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross-section.

At all locations where an overlay pavement is joining existing asphalt pavement, the Contractor shall cold mill existing pavement to provide straight, neat lines and feather the new pavement to form a smooth transition with the existing pavement. This condition is particularly required at locations where the project joins the existing pavement. At these locations, the Contractor will be required to match the existing pavement elevations. The final cap transition between the streets must be smooth and neat in appearance, including the radius points.

The City has made every reasonable effort to locate and mark on the plans all known metal roadway improvements, such as sewer manhole covers, water valve covers, and catch basin covers, which, if struck, could damage the cold milling cutting drum and/or carbide tipped cutting teeth. The City makes no guarantee that it has successfully located all said items; therefore, the contractor shall thoroughly inspect the work site in advance of the cold milling operation to minimize the risk of striking any these items.

Residue from grinding shall not be permitted to flow or travel into gutters, onto adjacent street surfaces, or parkways. All residues shall be completely removed by sweeping and properly disposed of. No washing of residue into drainage structures will be allowed. All catch basins and curb inlets shall be covered, utilizing the BMP which most appropriately fits the situation and as approved by the Engineer. The Contractor shall make every effort to control all dust created by his operations by utilizing the Best Management Practice approved by the State Water Resource Control Board.

CONTRACTOR shall provide a smooth transition for vehicles during construction at end of cold mill areas to the satisfaction of the Engineer. Temporary ramping, where required by the Engineer for traffic control or other purposes, shall be considered included in the price bid for "Traffic Control," and no additional compensation will be allowed.

Additionally, Best Management Practices will be required to protect water quality, and prevent any debris or pollutants from entering the storm drain system.

All crack preparation shall be performed after cold milling, with Crafcro Polyflex III or equal. Filler shall be within 1/8 inch below and flush with existing pavement surface and **shall be thoroughly squeegeed**, as necessary, to attain this result.

Cold milled streets shall be accepted by Engineer at least 1 day prior to street resurfacing. Sweepers used for cold milling shall not enter on streets approved as clean after cold milling. The CONTRACTOR shall provide a minimum of two vacuum-brush type sweepers at all times during cold milling. Due to the presence of Oil Macadam pavement, the contractor shall provide Water trucks during the cold milling operation to keep dust to a minimum.

Cold Milling Operation will be monitored closely to ensure that the base/subbase is not disturbed. If the contractor encounters base/subbase, he shall immediately notify the City. If approved by the City inspector, the contractor shall reduce the cold milling depth for that reach of the street. The City inspector shall approve the modified operation.

All materials indicated to be removed shall be recycled per the requirements highlighted in Section 7-15 of these Specifications.

Payment

Payment for cold milling shall be included in the contract price for the asphalt concrete item of work (Bid Item #6), and no additional compensation will be allowed therefore.

5. AC LEVELING COURSE

The work shall consist of installing asphalt concrete **Caltrans HMA Type A (1-inch Max. Aggregate)**, conforming to the Tables of Section 39-2.02B(4)(b) of Caltrans Standard Specifications 2024. Crushed particles shall be at 90% minimum for coarse aggregate, and 70% minimum for fine aggregates. Use PG 64-16 binder in conformance with specifications. The Contractor shall submit for approval to the City Engineer a signed and verified Job Mix Formula (JMF) on the manufacturer's format and on Caltrans Form CEM 3513, fifteen (15) days prior to the beginning of the work.

Placing

Prior to placing base, the existing subgrade shall be cut/removed, scarified, and regraded to receive Class II Base, which will underlie the proposed AC base/leveling course. Existing subgrade shall be recompacted to 95%, and the Class II base layer shall also be compacted to 95%.

Lift thickness for base/leveling course is 6 inches. Contractor may apply up to two (2) lifts for base/leveling course, contingent on the daily workload capacity and/or other limiting factors. Contractor shall ensure tack coat is provided if base/leveling course is constructed in two lifts.

Tack coat in-between layers/lifts shall be SS-1h. The tack coat shall be applied at 0.12 gal/sy for non-diluted tack coat. If supplied dilutes the tack coat, apply tack coat at 0.20 gal/sy. Use caution when applying tack coat(s) at concentrations greater than 0.15 to avoid puddling and runoff.

The Contractor shall place asphalt concrete with a self-propelled asphalt paving machine. Contractor shall provide a 20-foot-long automatic screed control on both sides of the paving machine for all paving with paving machine, as directed by Engineer.

Each paving machine used will require a paving foreman for each machine along with a full set of rollers as specified and two rakers and one shoveler laborer as a minimum.

Non-uniform surface voids or scraped rock surfaces on the surface of the mat behind the screed will be considered indication of aggregate particle conflicts between screed and existing grade, resulting in cessation of paving until adjustment of thickness to provide for a smooth surface is provided to the satisfaction of the Engineer.

Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint. Rubber tire rollers shall be used on any leveling course.

Join lines between successive runs shall be prepared on the unconfined end using butt joint, milled or cutback joint, or notched wedge joint.

Compaction

Rolling shall include 3 phases:

1. One pass with a steel wheeled 2-axle tandem vibratory roller weighing between 10 tons and 12 tons with wheels whose diameter shall measure a minimum of 40 inches.
2. Two passes with a pneumatic-tired roller weighing not less than 12 tons.
3. An 8 to 10-ton roller shall perform finish rolling.

Payment

Payment for AC base/leveling course shall be included in the contract price for the asphalt concrete item of work (Bid Item #6), and no additional compensation will be allowed therefore.

6. ASPHALT RUBBER HOT MIX (ARHM)

ARHM Material shall conform to 203-11 of the GREENBOOK as modified herein and section 39 of Caltrans Standard Specifications 2024. ARHM gradation shall be GG-C. The Contractor shall submit for approval to the City Engineer a Caltrans signed and verified Job Mix Formula (JMF) on Caltrans Form CEM 3513, 15 days prior to the beginning of work.

ARHM Construction shall conform to 302-9 of the GREENBOOK as modified herein.

203-11 ASPHALT-RUBBER HOT MIX (ARHM) WET PROCESS.

203-11.2 Materials.

203-11.2.3 Crumb Rubber Modifier (CRM).

The third and the last sentence of the first paragraph of Subsection 203-11.2.3 are hereby deleted and replaced with the following:

The high natural rubber shall be a single source material and not a blend of more than one source. The high natural CRM shall not be tire rubber. A minimum 2-ounce unground and ungranulated sample of the base stock shall be provided, along with a minimum 4-ounce ground or granulated sample. Contractor shall pay for any failed chemical analysis tests.

The fifth paragraph of Subsection 203-11.2.3 is hereby deleted and replaced with the following:

The percentage of high natural CRM shall be equal to 1000 divided by the percentage of natural rubber in the high natural CRM (using whole number percentages), e.g., 1000/40 percent equals 25 percent. The remainder of CRM shall be scrap tires.

The maximum value for Natural Rubber Content in Table 203-11.2.3(B) is hereby deleted.

The sixth (last) paragraph of Subsection 203-11.2.3 is hereby deleted.

203-11.2.4 Aggregate. The text of Subsection 203-11.2.4 is hereby deleted and replaced with the following:

The aggregate for ARHM shall conform to the "quality requirements" for asphalt concrete Type A as specified in Caltrans Standard Specifications, except for the following:

Maximum LA Rattler value at 500 revolutions shall be 35.

Eighty-five percent of coarse aggregate shapes shall be "proportioned particles", a proportioned particle being defined as a particle having a minimum dimension greater than $\frac{1}{2}$ the maximum dimension as measured with a caliper. The percentage of proportioned particles shall be tested by California Test 205 with the words "proportioned particles" substituted for "crushed particles".

California Test 205, Section D, definition of a crushed particle hereby revised as follows: "A particle having 2 or more fresh mechanically fractured faces shall be considered a crushed particle".

Composition and Grading.

The aggregate for Asphalt-Rubber Hot Mix (ARHM-GG) shall conform to following gradations, which shall be considered included as additional column in Table 203-11.3 of the SSPWC, or 39-2.03B(4)(b) of the Caltrans Standard Specifications 2024:

1/2-inch RHMA-G (ARHM GG-C)

<u>Sieve Sizes</u>	<u>Target Limits</u>	<u>Allowable tolerance</u>
3/4"	100	--
1/2"	90-98	± 6
3/8"	83-87	± 5
No. 4	28-42	± 6
No. 8	14-22	± 5
No. 200	0-6.0	± 2

No mineral filler or material from sand or rock dust bins shall be included in the mix.

Except for the No. 200 sieve, it is the intent of the Specifications that the target percentage be the central value in the Contract Compliance Range.

The asterisk noted under Table 203-11.3(A) is hereby deleted and replaced with the following:

Once the percent asphalt-rubber binder is determined by the mix design, the tolerance shall be +/-0.5% as determined by California Test Method 382, and this tolerance shall be considered to include all sampling and testing tolerances. Variations of binder content on this basis at or exceeding +/- 0.5% from the mix design will be cause to terminate paving operations until changes to provide specified tolerances are verified and approved by the Engineer.

Any change in source of aggregate supply requires 2 weeks advance notice in writing to the Engineer, and submittals and testing in conformance with specifications for a new mix design. No single bin shall receive aggregate from more than one source. Contractor shall provide a copy of aggregate delivery tickets for aggregate delivered for use on the project.

The amount of asphalt-rubber binder to be mixed with the aggregate for Asphalt-Rubber Hot Mix Type GG will be determined by the Engineer using the samples of aggregates furnished by the Contractor in conformance with the provisions in Section 39-3.03, "Proportioning," of the Standard Specifications. The Engineer will determine the exact amount of asphalt-rubber binder to be mixed with the aggregate in conformance with the provisions in California Test 368 with the following exceptions. The aggregate shall be mixed with PG 64-16 paving asphalt and the optimum bitumen content shall be determined in conformance with the test procedure. The

optimum binder content for Asphalt-Rubber Hot Mix Type GG shall then be determined using the following formula:

- A. $OBC_2 = (OBC_1) \times 1.20$
- B. OBC_1 = Optimum bitumen content using PG 64-16 paving asphalt
- C. OBC_2 = Optimum bitumen content using asphalt-rubber binder

The asphalt-rubber binder content of the Asphalt-Rubber Hot Mix Type GG will be determined by California Test Method 382.

203-11.4 Mixing.

The third paragraph of Subsection 203-11.4 is hereby deleted and replaced with the following:

The proportions of the materials, by total weight of asphalt-rubber binder, shall be 79 percent \pm 1 percent combined paving asphalt and asphalt modifier, and 21 percent \pm 1 percent CRM. However, the minimum amount of CRM shall not be less than 20 percent. Lower values shall not be rounded up. The temperature of the blended asphalt and modifier shall be between 190 degrees C (375 Fahrenheit) minimum and 226 degrees C (440 Fahrenheit) maximum when the CRM is added. The temperature shall not exceed 6 degrees C (10 Fahrenheit) below the actual flash point of the mixture. The CRM shall be combined and mixed together in an asphalt-rubber mechanical blender meeting the requirements of 203-11.5. The combined asphalt and CRM shall be pumped into a reaction tank or distributor truck meeting the requirements of 203-11.5, Item 3A). The required mixing/reaction time shall be **90** minutes minimum. The temperature of the asphalt-rubber mixture shall be between 194 degrees C (**380°** Fahrenheit) minimum to 218 degrees C (425 Fahrenheit) maximum during the reaction period.

After reacting, the asphalt-rubber binder shall conform to the requirements in Table 203-11.4(A). The minimum reaction period shall be the time from complete incorporation of materials into the mix to the time that the asphalt-rubber meets all specifications for reacted material, but no less than 90 minutes. Once established, the minimum reaction period shall remain unchanged, unless there are changes in materials or equipment that may affect rubber digestion, in which case a new reaction period shall be established per specifications. The Engineer's decision shall be final for determination of the minimum reaction period.

All material shall be tested for viscosity and verified as to complete reaction prior to transfer to any storage tank or use of the reaction tank for feed to the hot mix plant. Material reacted lower than specified temperature, but above 185 degrees C (365 F), or transferred to a storage tank prior to completion of reaction as specified, shall be reacted for total period of 3 hours prior to use. Any such transfer shall be described in the comments column of the Asphalt-Rubber Batch Log.

Inability to maintain reaction temperatures above specified minimums will be cause to terminate paving operations. Contractor is reminded that if the reaction tank does not have a gas retort

heating system capable of raising the temperature of its contents at least 20 degrees per hour, there exists the inherent potential for such below minimum temperatures to become an irreversible condition. **Certification was previously provided at time of bid opening in the bid that the asphalt-rubber hot mix plant owner, the paving subcontractor, and asphalt-rubber supplier have been made fully aware of these provisions.**

Contractor shall test viscosity and record the following information for every tank of asphalt-rubber prior to being transferred to storage or directed to feed to the hot mix plant:

- 1) Temperature of stored asphalt cement material at time of loading
- 2) Time at which the reaction tank is fully loaded
- 3) Tons of asphalt-rubber added to the tank for the batch
- 4) Total asphalt-rubber in the tank after loading
- 5) The beginning time of reaction (Fully loaded and above 380° F)
- 6) Binder temperature at time of sampling
- 7) Temperature of tested material
- 8) Viscosity reading
- 9) Time of viscosity test (All test results must be prior to use.)

If more than 20% of a batch is holdover material, the reaction time may be reduced, but a line item must be provided on the Asphalt-Rubber Batch Log showing items 6), 7) and 8) for a test just prior to loading new material. Reaction shall be considered to begin after all material is added. If more than 20% is holdover material, reaction time can be reduced to the fraction of total material that is holdover material, times 90 minutes, but shall be no less than 20 minutes.

A copy of the Asphalt-Rubber Batch Log shall be provided to the Engineer upon request. A copy of the batch log sheet and all circle charts for the day shall be faxed to the City within 1 1/2 hours of ending production of ARHM for the day. To fit 8 ½ x 11-inch sheets, the circle chart may be faxed in 2 parts with an overlap. See Subsection 203-11.5 for circle chart requirements.

The Maximum value for Haake Field Viscosity @191 degrees C (375 degrees Fahrenheit) in Table 203-11.4(A) is hereby changed to 2400 Centipoise.

The first fully reacted passing sample on each batch, prior to transfer to storage or converting to feed to the ARHM mix plant shall be poured into a clean gallon can that has been pre-certified by the Engineer. It shall be the responsibility of the contractor to ensure that sufficient sample cans with lids are at the plant, such that the can be pre-certified at least three days prior to use. If the Engineer is not at the plant at start up, the Engineer will provide certified labels, which are pre-numbered and signed by Engineer to be affixed to the cans as they are consecutively used by number.

The Contractor shall conduct sampling such that the pre-certified sample can numbers correspond to the batch numbers beginning with one at the start of the project, increasing consecutively with each batch, without restarting the count at any point. After testing and

recording the information for the batch, the corresponding pre-certified sample can shall be filled and stored for the duration of the project or until the Engineer takes possession of the can.

203-11.4.1 The second and third sentences of Item Number 3 under Test Procedure is hereby deleted and replaced with the following:

In one continuous operation, turn off the spindle rotation, remove the spindle vertically from the binder (after heating), discontinue stirring the binder and immediately insert the spindle back into the center of the binder to full immersion and wait 5 seconds. While holding the viscometer level, turn the spindle on and watch the needle on the viscometer dial and record the maximum value obtained on the dial.

Equipment for production of Asphalt-Rubber.

Add the following to Item 3) of 203-11.5:

- A) Reaction Tank. The asphalt-rubber material shall be held in a reaction tank separate from the storage tank feeding the ARHM plant, until the reaction is complete. The reaction tank shall have agitation sufficient to increase the viscosity of the mixture to a peak viscosity reading at least 20 percent higher than the viscosity reading of the material measured at a time that the material otherwise meets specifications for reacted material. The time of reaction may be extended as needed to produce this result. It shall be the responsibility of the Contractor to demonstrate to the Engineer through viscosity readings at appropriate times that the equipment conforms to these requirements. If this cannot be demonstrated, the reaction time shall be 3 hours. Once established, the reaction time shall be the minimum time for reaction unless there are changes in materials or equipment, in which case a new reaction time shall be established per specifications. The Engineer's decision shall be final.

The reaction tank shall have a functioning paper circle chart thermometer device, which shall record tank temperatures whenever asphalt-rubber is in any stage of production. Seven days before production of asphalt-rubber starts, the Contractor shall provide the Engineer approximately double the number of charts estimated to be needed to produce the necessary binder quantity. These charts will be numbered and signed by the Engineer and returned to the Contractor prior to start of production. These signed and numbered charts shall be used throughout production of the asphalt-rubber binder. Charts shall be used in the consecutive order as numbered by the Engineer beginning with number one, and shall be returned weekly after use to the Engineer. Charts will be identified with the date they were used by the Contractor at time of installing on the equipment, and shall be identified as to the tank to which they were attached. Production of asphalt-rubber shall be terminated if this procedure is not followed and will not be restarted until Contractor demonstrates to the Engineer that it is capable of complying with this requirement.

At the start of each production day, the paper chart shall be replaced with a new signed, dated and numbered sheet, the lead scribe shall be sharpened or ink well filled, and the circle chart shall be calibrated against a sample of material drawn early from the first batch of the day. Any calibration adjustments shall be recorded in the appropriate space provided on the batch log sheet. A spare functional circle chart device shall be at the plant at all times for immediate installation should failure occur on a circle chart device being used. Calibration shall be performed as part of such installation. The lack of a functional circle chart device on the reaction tank shall be cause to terminate production of asphalt-rubber binder. A blunt lead scribe or low ink, or a paper chart used on a prior day will be considered to render the device non-functional.

- B) Storage Tank. After a complete reaction is verified by viscosity readings acceptable to the Engineer, the material shall be held in a storage tank that is fully isolated from material that is not fully reacted. This tank shall be the only tank feeding the ARHM plant. No material shall be transferred to the storage tank feeding the plant until reaction is complete in the reaction tank.

APPLICATION

ARHM-GG construction on system 3 streets shall be performed on a different day than on intersections that are not contiguous with a system 3 street, without written authorization from the Engineer. Non-conformance with this requirement will be cause to pay for tonnage of pavement in all areas on that day at the lowest of the two tonnage prices.

ARHM-GG shall be complete in all areas prior to slurry.

Tack coat for overlay shall be SS-1h. The tack coat shall be applied at 0.12 gal/sy for non-diluted tack coat. If supplied dilutes the tack coat, apply tack coat at 0.20 gal/sy. Use caution when applying tack coat(s) at concentrations greater than 0.15 to avoid puddling and runoff.

All PCC surfaces, to be crossed by trucks used to haul ARHM, that are within 500 feet of the work limits shall be covered with sand or other durable covering prior to applying tack coat.

Contractor shall have sufficient power brooms on site during all periods of distribution and spreading to provide for cleanup of haul routes and work areas. Power broom shall provide miscellaneous cleanup of ARHM spoils as directed by the Engineer.

Mixing Binder with Aggregate

For drum plants, the system shall run fully automatic with the only input to the AC plant computer being information transmitted automatically from a Corealis mass flow meter on the line of the asphalt-rubber feed to the AC plant. All automatic shutdown features of the AC plant shall be fully functional.

Distribution and Spreading

The ambient temperature shall not exceed **105° F** at time of placing ARHM.

The temperature of ARHM shall be minimum **290 degrees Fahrenheit** directly behind the paving machine and high enough upon delivery that pavement temperature after two passes with the breakdown roller exceeds 240 degrees Fahrenheit.

To avoid picking up loose rock in the overlay area, the tires of all trucks must be lightly oiled with linseed oil or soy bean oil or approved equal. Diesel fuel will not be allowed on the project at all for oil down of any equipment.

Raking of ARHM shall be eliminated as much as possible. ARHM material shall not be cast across the mat under any circumstance. Raking shall be just enough to set up edges for uniform joints without casting material. Screed controls shall be the predominant means of controlling material at joints. In areas where paving machines cannot be used due to space constraints, material shall not be thrown by shovels. Material shall be removed directly from the paving machine hopper and shall be placed directly in its final location, to be distributed with minimal raking. Material may be dumped directly from a truck, but further material distribution shall be by shovel directly to its final location with minimal raking. A small rubber tire tractor with a screed type attachment may be used to spread a pile dumped from a truck, but raking shall be minimized after spreading.

The paving machine screed shall not be pulled across an area already paved with ARHM, even adjacent to narrow areas to be paved. Such narrow areas shall have ARHM distributed by methods specified by shovel or rubber tire tractor, unless the adjacent area has hardened enough and will not be significantly marred by passing the screed over it. Even if hardened adequately, Contractor shall spread rock dust by hand tools to avoid cohesion of the ARHM in the screed to the existing surface of such areas of freshly cured ARHM.

Contractor shall maintain a functioning infrared heat measurement device in close proximity to each paving machine at all times. Contractor shall provide a pavement temperature reading, with an infrared heat measurement instrument, when requested by the Engineer. Inaccessibility of a heat measurement shall be cause for termination of paving operations.

Transverse cold joints shall be provided such that longitudinal joints are not left exposed at the end of the workday.

Contractor shall provide 20 foot long automatic screed control on both sides of the paving machine for all paving with paving machine, as directed by Engineer.

Rolling

Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint.

Join lines between successive runs shall be prepared on the unconfined end using butt joint, milled or cutback joint, or notched wedge joint.

Initial breakdown rolling shall be static. Breakdown roller shall make two passes over all areas. A pass shall mean one passage of the roller over an area.

An intermediate roller of the same or greater width than the breakdown roller shall be rolling directly behind the breakdown roller at all times, and paving shall cease if intermediate rolling is terminated for any reason. Additional intermediate rollers may be necessary depending on production rates. Intermediate roller shall make 2 passes unless otherwise directed or approved by the Engineer.

The rolling pattern shall be approved by the Engineer and once established, the rolling pattern shall remain consistent, unless conditions change and a modified rolling pattern is needed to conform to specification. Engineer shall be notified immediately on change of rolling pattern.

All finish rolling shall be performed by a separate finish roller.

To ensure optimum quality control, the use of more than one paver must be approved in advance by the Engineer, and will generally require one foreman, one sweeper, and a full complement of rollers per Subsection 302-5 of the Standard Specifications and this Subsection 302-9.5 for each paving machine.

An extra breakdown roller shall be on site at all times, free of defects.

A finish roller shall be provided in addition to intermediate rolling to perform all finish rolling, such that the intermediate roller can stay immediately behind the breakdown roller at all times.

The second sentence of Subsection 302-9.6 is hereby deleted and replaced with the following:

Rock dust blotter shall be washed concrete sand per Fine Aggregate in Section 90, spread at rate of 2 to 3 pounds per square yard as necessary to maintain traffic at the direction of the Engineer. Excess sand spread on adjoining areas to receive ARHM-GG shall be thoroughly swept before spreading any binder.

Warranty

The Contractor shall warranty the materials and workmanship of the Asphalt-Rubber Hot Mix - Gap Graded (ARHM-GG), for a period of 365 days, and shall repair defects identified during the warranty period, in conformance with these special provisions. The warranty period shall start upon acceptance of the pavement.

During the warranty period, should an area of ARHM-GG be found to be defective, the Engineer will notify the Contractor in writing of the areas to be repaired. The Contractor shall complete

the repairs within 30 days from the date of the notification letter, unless the Engineer determines that weather conditions are unsuitable, in conformance with the provisions in Section 8-1.06, "Time of Completion," of the Standard Specifications, for completing the repair work, in which case the Engineer will allow additional time for completion of the repairs.

The Engineer shall decide all questions which arise as to the performance of the ARHM-GG during the warranty period and as to the acceptable fulfillment of the warranty, in conformance with the provisions in Section 5-1.01, "Authority of the Engineer," of the Standard Specifications.

Construction area signs, shown on the plans, shall be removed upon completion of the contract item work, except for work required by the warranty. During the warranty period, the Contractor shall place and maintain signs in conformance with Section 12-3, "Traffic-Handling Equipment and Devices," of the Standard Specifications and these special provisions. Signs shall be, at the Contractor's option, either stationary mounted or portable signs conforming to the provisions in "Construction Area Signs" of these special provisions.

At least 7 days prior to beginning placement of the leveling course under the ARHM- GG, the Contractor shall submit to the Engineer a written list of existing defective areas, identifying the lane direction, lane number, starting and ending highway post locations and defect type. Within 7 working days of receiving the list of existing defective areas, the Engineer will review the list and provide the Contractor written approval or revisions of the areas, as being excluded from the warranty.

Alligator pavement shall mean areas of pavement surrounded by cracks on the full perimeter where the maximum dimension of the area within the perimeter is less than 10 inches, and such areas are multiple and clustered together contiguous to each other. Defects in the existing surfacing which may qualify areas for exclusion from the warranty include: Rutting greater than 9mm in combination with flushing of surface pavement as flushing as defined herein in more than 10% of the rutted area; rutting greater than 0.25 in combination with alligator cracking in more than 15% of the rutted area; patches of cold mixed asphalt concrete placed within the last 12 months. Rutting that shall be excluded from the warranty is defined as a longitudinal depression in the wheel path that, when measured by placing a straightedge on the finished surface and perpendicular with the center line, varies more than 0.25 from the lower edge of the straightedge, in combination with alligator cracking or flushing in the percentages described above. Segments of the project excluded from warranty for rutting or cracking shall be warranted for the other criteria. Segments repaired by the Contractor shall be warranted for all criteria. Placement of the Asphalt-Rubber Hot Mix (Type GG) shall not begin until the Engineer has approved the list of existing defective areas, and repairs included in the contract have been made. The Asphalt-Rubber Hot Mix (Type GG) placed over areas shown on the plans or designated by the Engineer to be repaired shall be warranted.

When it is anticipated that there will be a suspension of work of more than 120 days, the Contractor may request in writing that a separate warranty period be established for the portion of ARHM- GG already completed. If the Engineer determines that the designated portion of

ARHM- GG work has been completed in conformance with the requirements of the contract, the Engineer will recommend that the Director relieve the Contractor of the duty of maintaining and protecting the designated portion of ARHM- GG work in conformance with the provisions in Section 7-1.15, "Relief from Maintenance and Responsibility," of the Standard Specifications, except for work required by the warranty, and the Engineer will notify the Contractor in writing of the date of the start of the separate warranty period and the date on which the separate warranty period will be complete. The relief from maintenance and responsibility shall apply to the designated portion of ARHM- GG only, and does not constitute completion of a contract item of work. Upon completion of the separate warranty period, no further work will be required on the designated portion of ARHM- GG. No separate interim estimate will be prepared for the designated portion of ARHM- GG. No more than one separate warranty period will be allowed during the contract.

The following criteria for identifying defective material placed by the Contractor shall apply to the ARHM-GG during the warranty period:

- A. Rutting consists of a longitudinal surface depression in the wheel path which is, when measured by placing a straight edge on the finished surface and perpendicular with the center line varies more than 0.5 inch from the lower edge of the straightedge for a 50-ft length.
- B. Raveling consists of the separation of the aggregate from the binder.
- C. Flushing consists of the occurrence of a film of bituminous material on the surface of the ARHM-GG which results in a coefficient of friction of less than 0.30, determined in conformance with the requirements in California Test 342.
- D. Delamination consists of the loss of the bond between the layers of pavement.
- E. Pot holes consist of the loss of ARHM-GG material.

Lengths of each lane with rutting in the ARHM-GG shall have the 50-ft length area repaired. Areas in the ARHM- GG, of raveling, flushing or delamination, and pot holes shall be considered defective and shall be repaired.

Areas of rutting, raveling, flushing and delamination to be repaired shall be removed to 1-inch minimum depth of the ARHM- GG, by cold milling in conformance with these special provisions, for the full lane width and the length of the area determined to be defective, plus 5-ft on each end measured along the lane line. The area planed shall then be repaired by placing ARHM- GG in conformance with the provisions in "ARHM- GG" of these special provisions, produced by the same plant and aggregate source as original ARHM-GG.

If the area between 2 consecutive repairs, except repairs of pot holes is less than 10-ft in length, measured along the lane line, that area shall also be repaired.

Areas of rutting, raveling, flushing, delamination, or pot holes which create a condition hazardous to traffic shall be temporarily patched by placing a layer of commercial quality paving grade asphalt concrete over the defective area, or filling pot holes with that material, to provide a temporary traveling surface, or shall be repaired as specified above.

The Contractor shall begin placing temporary patches within 2 days after notification of the condition by the Engineer and shall complete the work within 3 days of that notification.

Upon 3 days after notification of the Contractor, the Engineer may make or cause to be made the needed temporary patches and provide a detailed billing to the Contractor for the work.

The Contractor shall reimburse the City for the work within 60 days of receipt of the billing, or the costs may be deducted from any moneys due or to become due the Contractor under the contract. If the total area of temporary patching placed or to be placed exceeds 5 percent of any 100-ft length of a lane or shoulder, the entire lane or shoulder for that 100-ft length shall be repaired as specified above, and the temporary patches previously placed in that 100-ft length shall be removed prior to placing the repair.

Temporary patches shall be removed and a repair placed within 20 days after expiration of the warranty period. If the Engineer determines that a temporary patch provides an acceptable traveling surface, the patch may remain in place.

As an alternative to the materials and methods specified above for repairs and temporary patches, the Contractor may use other materials or methods which will provide performance equal to or better than the ARHM- GG placed in conformance with the provisions in "ARHM-GG" of these special provisions, if the alternative materials and methods are approved in writing by the Engineer, except no alternative to removing the full depth of the ARHM- GG specified herein will be allowed for areas of flushing.

Should the Contractor fail or refuse to comply with the requirements of the warranty, the Engineer may make or cause to be made the needed repair work and provide a detailed billing to the Contractor for the work. The Contractor will be charged the cost for the work. This charge will be deducted from any payments due or to become due the Contractor.

Temporary patches and repairs made or caused to be made by the State, due to the Contractor's failure to comply with the requirements of the warranty, shall not void the warranty of the ARHM-GG. The Contractor shall continue to warranty the ARHM- GG, including areas patched or repaired by the Contractor or by the State, for the remainder of the warranty period.

Warranty will be paid for on a lump sum basis. The contract lump sum price paid for warranty shall include full compensation for providing a warranty for Asphalt-Rubber Hot Mix (Type GG) and for furnishing labor, materials, tools, equipment, and incidentals, and doing the work involved in repairing defective areas in the Asphalt-Rubber Hot Mix (Type GG), including job site inspection, placement and removal of temporary patches, cold planning, repair of defective

areas, sealing cracks and replacement of traffic stripes, pavement markings and pavement markers obliterated by patches and repairs, as shown on the plans or described in the specifications, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Payment for the warranty item will be made in 10 equal payments. The first payment will be made on the third progress payment date after the warranty period begins, and subsequent payments will be made monthly thereafter. Retention payment for the remainder of the work will be made under normal procedures and within normal timeframes; the payment for Warranty will be independent of other payments including retention. Ten percent retention for any Warranty work actually performed based on estimate of cost by the Engineer will be withheld until 35 days after the Warranty period has expired.

Full compensation for furnishing construction area signs required for the direction of public traffic through or around the work during the warranty period and for erecting or placing, maintaining (including covering and uncovering as needed) and, when no longer required, removing construction area signs at locations shown on the plans, during the warranty period, shall be considered as included in the cost for warranty and no separate payment will be made therefore.

The work shall consist of installing ARHM-GG conforming to Section 39 of Caltrans Standard Specifications 2024. Use PG 64-16 binder in conformance with specifications. The Contractor shall submit for approval to the City Engineer a Caltrans signed and verified Job Mix Formula (JMF) on Caltrans Form CEM 3513, 15 days prior to the beginning of the work.

Placing

All holes and cracks exceeding 2 inches deep by 5 inches wide by 7 inches long in all 3 dimensions shall be filled with asphalt concrete approved for skin patch compacted level with the top of the existing pavement. All cracks and joints 1/4 inch or greater in width shall be blown thoroughly clear with high pressure air or power broom clean to a depth of 3/4-inch min. prior to final sweeping just ahead of leveling course.

Tack coat for overlay shall be SS-1h. The tack coat shall be applied at 0.12 gal/sy for non-diluted tack coat. If supplied dilutes the tack coat, apply tack coat at 0.20 gal/sy. Use caution when applying tack coat(s) at concentrations greater than 0.15 to avoid puddling and runoff.

The Contractor shall place asphalt concrete with a self-propelled asphalt paving machine. Contractor shall provide a 20 foot long automatic screed control on both sides of the paving machine for all paving with paving machine, as directed by Engineer.

Each paving machine used will require a paving foreman for each machine along with a full set of rollers as specified and two rakers and one shoveler laborer as a minimum.

Asphalt concrete shall be placed at a minimum thickness of 3/4-inch. Non-uniform surface voids or scraped rock surfaces on the surface of the mat behind the screed will be considered indication

of aggregate particle conflicts between screed and existing grade, resulting in cessation of paving until adjustment of thickness to provide for a smooth surface is provided to the satisfaction of the Engineer.

Rolling along a joint shall be such that the widest part of the roller is on the hot side of the joint. Rubber tire rollers shall be used on any leveling course.

Join lines between successive runs shall be prepared on the unconfined end using butt joint, milled or cutback joint, or notched wedge joint.

Compaction

Compaction/Rolling shall include 3 phases:

1. One pass with a steel wheeled 2-axle tandem vibratory roller weighing between 10 tons and 12 tons with wheels whose diameter shall measure a minimum of 40 inches.
2. Two passes with a pneumatic-tired roller weighing not less than 12 tons.
3. An 8 to 10-ton roller shall perform finish rolling.

Payment

Payment for ARHM-GG shall be included in the contract price for the asphalt concrete item of work (Bid Item #6), and no additional compensation will be allowed therefore

7. CONCRETE IMPROVEMENTS

Concrete Removal

Saw-cutting and removal of concrete as shown on the Plans and as quantified by the Bid Schedule shall conform to Subsection 401-3.2 of the Standard Specifications for Public Works Construction.

Sawcutting shall be accomplished by the use of a power-driven saw. The depth of the cut shall be deep enough to provide a clean, straight break without loosening, cracking, or damaging adjoining asphalt or concrete. A clean sawcut edge shall be maintained until new concrete sidewalk is constructed. Generally, sawcuts shall be on existing joints or score mark.

All necessary sawcutting of existing concrete shall be to the lines shown on Plans and as directed in the field by the Engineer. Sawcutting shall be included in the unit price and no further compensation shall be made.

Concrete removal work shall also include incidental work such as root clearing in order to bring new concrete to final finish grade.

Potholing

Contractor shall pothole within the vicinity of the proposed ramps to determine the location of utility lines, boxes, valves, etc. which are to be relocated or adjusted in depth to accommodate the proposed improvements.

Detectable Warning Surface Pads

Detectable warning surface pads shall consist of surface-applied detectable warning surface panels manufactured with a matte finish exterior grade homogeneous (uniform color throughout thickness of product) glass and carbon reinforced polyester-based Sheet Molding Compound (SMC) composite material. Truncated domes shall contain fiberglass reinforcement within the truncated dome for superior structural integrity and impact resistance. A matte finish will be required on the Tactile Warning Surface for superior slip resistance performance superior to that offered by a gloss finish.

Color shall be Federal Yellow (Y), Federal Standard Color No. 33538.

Portland Cement Concrete (PCC) shall meet the requirements of Section 201, "Concrete, Mortar, and Related Materials," Subsection 302-6, "Portland Cement Concrete Pavement," and Section 303, "Concrete and Masonry Construction," of the Standard Specifications and these Special Provisions:

New Concrete

Add to Subsection 201-1.1.1, "General", of the Standard Specifications the following:

The Contractor shall furnish the Engineer in the field with a copy of the mix design to be used, and with a legible certified weighmasters certificate for each load of PCC delivered to the project. PCC delivered to the project site having a water content and/or slump greater than that specified in the mix design shall be rejected and removed from the project site.

Revise the table in Subsection 201-1.1.2, "Concrete Specified by Class and Alternate Class," of the Standard Specifications as follows:

Except as otherwise specified, all PCC used on this project shall be Class 560-C-3250 with a maximum slump of 4 in for all PCC and with the exact mix proportions being determined by the Contractor except for trench backfill slurry, air-placed Concrete-Method B, traffic signal footing, slough wall footing, retaining wall and as specified by the Engineer.

Replace the first sentence in Paragraph 6, Subsection 201-1.4.3, "Transit Mixers," of the Standard Specifications with the followings:

The total elapsed time between addition of water at the batch plant and the completion of the discharge of the PCC from the mixer shall not exceed ninety (90) minutes or before 250

revolutions of the drum, whichever occurs first. All PCC remaining in the mixer after said ninety (90) minutes time limit shall be rejected and removed from the project site. When the temperature of the PCC is 30° C (86° F) or greater or any conditions contributing to quick stiffening of the PCC, it shall be removed from the project site.

General

Replace the last paragraph, Subsection 303-5.1.1, "General," of the Standard Specifications with the following:

When removals of curb and/or sidewalk are located at curb return, the Contractor shall install access ramps with cast in place American Disability Act (ADA)/ California Code of Regulations (CCR) Title 24 – Accessibility Regulations approved detectable warning panels (truncated domes). The Contractor is to construct all sidewalks, access ramps, and gutters in accordance with ADA Standards/CCR Title 24 – Accessibility Regulations. If the sidewalks, access ramps, and gutters constructed by the Contractor are found to be in non-compliance with ADA Standards/CCR Title 24 – Accessibility Regulations, the Contractor will be required to remove and replace the sidewalks, access ramps, and gutters to ADA Standards/CCR Title 24 – Accessibility Regulations at the Contractor's expense.

All removed curb and gutter, cross gutters, spandrels, driveway approaches, and sidewalks shall be replaced within three (3) calendar days, unless the contractor provides reasonable documentation to exceed the three (3) day limit five (5) working days before removal and approved in writing by the Engineer. The Asphalt Concrete patch shall be placed within five (5) working days after the curb and gutters are replaced, and seven (7) days after the cross gutter and spandrels are replaced.

No PCC shall be ordered and/or placed until the forms and subgrade have been inspected and approved by the Engineer in the field.

All traffic signal pull boxes, water meter boxes, water valve covers, street light boxes, and other utility boxes shall be adjusted to proposed finish grade and approved by the Engineer in the field prior to placement of the PCC.

Integral color PCC placed for sidewalk construction shall be continuous pours from the same daily batch. No cold joint between daily pours of PCC will be allowed.

Add to the first paragraph of Subsection 303-5.1.2, "Drainage Outlets through Curb," of the Standard Specifications the following:

Coring shall be required for all drains through existing curbs.

Replace the last paragraph of Subsection 303-5.1.3, "Driveway Entrances," of the Standard Specifications with the following:

Driveway approaches including walk is to be considered across driveways to commercial establishments, the thickness thereof shall be 6 inches unless otherwise specified or shown on the plans. At Residential driveways, the thickness of the walk will be 6 inches unless otherwise specified or shown on the plans.

Add to Subsection 303-5.3, "Placing Concrete," of the Standard Specifications the following

All temporary storage of PCC liquid residues and mixer wash out on the project site shall be deposited within a self-containment area or bin. The Contractor may elect to allow the moisture to evaporate and dispose of the material as a solid or dispose of the material as a liquid. The Contractor shall notify the engineer in writing, as a preconstruction meeting submittal, what method of disposal will be utilized.

If disposal of the material in liquid form is chosen, the Contractor must provide in writing, as part of the preconstruction meeting submittal, the name, location, telephone number, and a copy of the California Regional Water Quality Control Board (RWQCB) permit for disposal of PCC liquid residue, or if the disposal site is located outside of the State of California, a copy of a permit issued by that state is required. The engineer will verify the information before the Notice to Proceed is issued.

All PCC and related work, including grading and forming, shall be suspended if the Contractor does not have a PCC liquid residue or mixer wash out containment area or bin on site one (1) working day before the scheduled placement of PCC. The Contractor will not be allowed any additional compensation or extension of time for suspended operations due to not having a containment area or bin on site. The containment area or bin shall have sufficient room for two (2) days deposit of material.

The Contractor shall provide the engineer with a copy of the landfill receipts or disposal site receipt and weight ticket showing disposal of PCC liquid residues and wash out within five working days of disposal.

Add to Subsection 303-5.4.3, "Weakened Plane Joints, (a) General," of the Standard Specifications the following:

All weakened plane joints shall be spaced at a maximum of 10 ft for curbs, gutters, and sidewalks. Scoring lines shall conform to those prevailing in the area and be uniform in spacing.

Revise Subsection 303-5.5.2, "Curb," of the Standard Specifications as follows:

Delete the first sentence in Paragraph 1 and add the following:

The curb and gutter surface shall not vary more than 0.01 ft from 10 ft straightedge except at the grade changes. Prior to the removal of the forms, the surface shall be finished true to grade by means of a straightedge float of not less than 10 ft in length, and operated longitudinally over the surface of the concrete. Form clamps shall be so constructed as not to interfere with the operation of the float. The form on the front of the curbs shall not be removed less than one (1)

hour, or more than six (6) hours after the concrete has been placed. In no event shall forms be removed while the concrete is sufficiently plastic to slump. The top and face of the finished curb shall be true and straight and top surface of curbs shall be of uniform width, free from humps, sags, blemishes or other irregularities.

Add to Subsection 303-5.5.2, "Curb" of the Standard Specifications the following:

Two component construction grade structural epoxy adhesive shall be used to bond fresh PCC curb to existing asphalt concrete or PCC. All surfaces to be bonded must be free of standing water, moisture, completely clean of dirt, curing compounds, grease, oil, paint, and unsound materials, which would prevent a solid bond. Smooth surfaces shall be sand blasted or mechanically abraded. All dust shall be vacuumed

Epoxy components shall be stored at 65° F - 85° F (18° C - 29° C) for 24 hours prior to use. The mixed epoxy shall be uniform in color, not show streaks, and not have air entrapment. The Contractor shall mix only the amount of epoxy that can be applied within the product's pot life. Pot life will decrease as the ambient temperature and/or mass size increases.

Add to Subsection 303-5.5.3, "Walk," of the Standard Specifications the following:

The sidewalk surface shall not exceed two percent (2%) cross fall and not vary more than 0.01 ft from the 10 ft straightedge except at grade changes, and the finished surface shall be free from humps, sags, blemishes or other irregularities. All sidewalks shall be a minimum of 4 in thick, except at driveways where the sidewalks shall be a minimum of 6 in. thick for single family residential areas and 8 in thick for all other areas and 6 in thick for curb return landings including access ramps.

Add to Subsection 303-5.6, "Curing," of the Standard Specifications the following:

Curing compound shall be translucent with red fugitive dye, Type 1, in accordance with Section 201-4, "Concrete Curing Compound," of the Standard Specifications.

Add to Subsection 303-5.7, "Repairs and Replacements," of the Standard Specifications the following:

In order to minimize vandalism damage to the finished PCC surfaces, the Contractor shall plan his work so that no PCC is poured after 1:00 p.m., unless otherwise authorized by the Engineer in the field.

The Contractor shall barricade and protect placed Portland Cement Concrete from all damages, marks, mars, and/or graffiti. Any Portland Cement Concrete damaged, defaced, discolored, or defective shall be replaced to the satisfaction of the Engineer at the Contractor's expense, and no additional time will be allowed.

Grading, patching, or other remedies to correct the situation will not be accepted unless in the opinion of the Engineer the vandalized area is so small that it does not warrant replacement. Concrete replacement areas shall be from score mark or control joint to score mark or control joint and full width of the sidewalk. All replacement areas shall be saw cut.

Add to Subsection 303-5.8, "Backfilling and Cleanup," of the Standard Specifications the following:

A minimum of 12 in wide full depth asphalt concrete pavement repair patch is required when cross gutter, spandrel, driveways, curb, and gutter are placed adjacent to existing asphalt concrete pavement. The asphalt concrete pavement repair patch shall be placed within two (2) working days after the cross gutters, spandrels, driveways, curb and gutter are replaced. The asphalt concrete pavement shall be saw cut.

Payment

Payment for concrete work shall be per the Linear Foot (LF), Square Foot (SF), or per Each (EA), per the price named in the bid schedule, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work necessary as specified in the Contract Documents and Specifications, Standard Drawings, supplemental details, these Special provisions, and as directed by the Engineer.

8. UTILITY LID ADJUSTMENT

Contractor shall be responsible to adjust pull boxes and valve covers to grade or to grade and/or new location, if required, subject to the approval of the utility company. Replacement of pull boxes at new grade and/or location may be required if identified on the Plans. The Contractor, at its own expense, shall be responsible to repair or replace any valve covers damaged by its operations

Manholes shall be adjusted to grade in accordance with Section 403 of the Standard Specifications and these Special Provisions.

Work shall consist of the adjusting to new grade existing manhole, Utility valve frames, meters, covers, and the furnishing and installing of new "cans" for the water valve boxes.

Manhole frames and covers shall be raised to the finished grade by the Contractor within 48 hours of final paving. The Contractor shall raise the tops of all frames and covers to range from flush to 1/4" above the finished grade of the immediately adjacent pavement.

The method of adjusting existing manholes frames and covers in areas of new pavement shall be as follows:

- (1) Manhole frames and covers and manhole shafts shall be removed to a depth of six inches below subgrade and covered with an adequate steel cover.
- (2) Upon completion of roadway construction, circular holes, no larger than 1' greater than the manhole, shall be cut where the manhole exists.
- (3) The manholes shall then be raised to the proper grade, the manhole frames and covers replaced, and the pavement shall be replaced with an asphalt concrete structural section equivalent to that existing in adjacent areas.

If the manhole cover is unstable or noisy under traffic, said conditions shall be corrected by placing a coil of asphalt saturated rope, a plastic type washer or asphaltic compounds, as approved by the Engineer, on the cover seat.

Payment

Payment for utility lid adjustment shall be included in the other/related items of work (Bid Item 6: AC Pavement), and no additional compensation will be allowed therefore.

9. UTILITY IMPROVEMENTS (WATER, SEWER, ELECTRIC)

Utility improvements for this project include water & sewer service laterals, fire hydrants, and street lights. Except for adjustments of utility covers/lids to grade, all utility improvements shall be constructed prior to the street improvements.

Utility improvements shall conform to and/or be coordinated with the following agencies:

- City of Calexico – Water & Sewer Service Laterals, Fire Hydrants
- Imperial Irrigation District (IID) – Electric/Streetlights

The layout/design of the proposed utility improvements shall conform to the details shown on the Plans, or per the standard details of the City, County, and IID, if differing from the details on the Plans.

Water Service Laterals

Water service laterals shall be seamless, annealed, Type K (soft) copper.

Water service saddles shall have a brass body with FIPT outlet, double stainless-steel bolts & nuts, and a single stainless-steel band.

Corporation stops shall be made of brass, ball-style, with an MIPT inlet and pack joint outlet.

Angle meter stops shall be made of brass, ball-style, with a pack joint inlet and meter swivel nut (lock wing) outlet.

Customer shut-off valves shall be made of brass, with meter swivel nut (lock wing) inlet and FIPT outlet.

Water meters shall be furnished and installed by the City, upon payment from the Contractor. Water meter shall have MIPT ends, compatible with meter swivel nut connections for the angle and customer shut-off valves.

Water meter boxes shall be polymer concrete with cast iron cover equipped with AMR/AMI transmitter hole within the cover.

Water meter boxes and meters shall be located behind the right-of-way (ROW), per the City's Standard Utility Layout Plan.

Water service laterals shall be trenched per the City's Standard Trench Detail 1, and wrapped with identification tape. Warning tape shall be provided at 1 foot (12 inches) above the water service lateral.

Compaction of water service lateral trench shall be 90% at the trench zone, and 95% of the surface layer, below the proposed Class II base of the proposed pavement.

Contractor shall pressure-test new water service laterals using potable water for a period of 4 hours at a pressure of 250 psi. A calibrated pressure recorder or pressure gauge will be used to record the pressure during the test period.

Water service laterals shall be disinfected through liquid hypochlorite, tested, flushed, and capped downstream of meter (for future service connections) prior to final acceptance by City.

Fire Hydrants

Hydrant heads shall be made of ASTM B584 copper-sand alloy, with one (1) 4" port and two (2) 2.5" ports. A break-away spool and check valve (break check) shall be included with the hydrant, and placed directly underneath the hydrant. All above-ground fittings (hydrant, spool, break check) shall be painted with two (2) coats, with the finish coat of "safety yellow" color.

Hydrant laterals shall be PVC/PVCO C-900/C909, with plain ends for connection with mechanical joint (MJ) fittings.

Hydrant buries shall be ductile iron (DIP) with a flanged (FL) top end connection to the check valve and an MJ inlet connection (for connection to PVC).

Hydrant tees shall be made of Ductile Iron, AWWA C110 fittings, with a flanged outlet and mechanical joint mainline (for connection to the existing pipe).

Valves shall be made of ductile iron body & bonnet, with a resilient wedge disc gate of ductile iron encapsulated in rubber, stainless steel stem, stainless steel operating nut, and stainless-steel bonnet bolts. Steel valve stem extensions shall be provided if depth to valve operating nut exceeds five (5) feet.

All buried ductile-iron products (tees, buries, bottom/lower half of break check valve) shall be wrapped in polyethylene wrap, and all bolts shall be wrapped with wax tape.

Valve boxes shall be made of PVC SDR, precast concrete, or cast/ductile iron. The top valve lid/cap shall be made of cast/ductile iron. A two-piece iron box/lid kit can be used in-lieu different materials for the box and lid. An 8-inch-wide x 8-inch-deep concrete ring shall be provided around the valve lid. All iron valve box/lid products shall be coated in asphaltic/bituminous material. The valve lid shall be painted in blue-color for identification.

Thrust blocks shall be installed at the hydrant tee, valve, hydrant bury, (3 total) and shall be per the City Standard or Imperial County Standard (Gateway-100/105).

Hydrants shall be located behind the back of sidewalk, per the City's Standard Utility Layout Plan.

Hydrant laterals shall be trenched per the City's Standard Trench Detail 1, and wrapped with identification tape. Warning tape shall be provided at 1 foot (12 inches) above the hydrant lateral. Tracer wire shall be placed directly above the pipe identification tape.

Compaction of hydrant lateral trench shall be 90% at the trench zone, and 95% of the surface layer, below the proposed Class II base of the proposed pavement.

Contractor shall pressure-test new hydrant laterals using potable water for a period of 4 hours at a pressure of 250 psi. A calibrated pressure recorder or pressure gauge will be used to record the pressure during the test period.

Hydrant laterals shall be disinfected through liquid hypochlorite, tested and flushed prior to final acceptance by City.

Sewer Service Laterals

Sewer service laterals and fittings shall be constructed of Extra-Strength VCP or PVC SDR-35.

Sewer cleanout lids shall be made of cast/ductile iron, and include "Sewer" or "S" to identify the cleanout. An 8-inch-wide x 8-inch-deep concrete ring shall be provided around the sewer cleanout lids.

Stoppers/end caps shall be provided at the end of the sewer lateral, at the property line, for future connection

Connections to the existing sewer shall be of a “wye” configuration, and shall be angled at 45-degrees vertically. Connection wyes shall match the material of the existing sewer (VCP, PVC, etc.). Transitions between PVC to VCP shall be made upstream of the wye connection using rubber transition couplings with stainless steel clamps.

Sewer laterals shall be trenched per the City’s Standard Trench Detail 1, and wrapped with identification tape. Warning tape shall be provided at 1 foot (12 inches) above the sewer lateral. Tracer wire shall be placed directly above the pipe identification tape.

Compaction of sewer lateral trench shall be 90% at the trench zone, and 95% of the surface layer, below the proposed Class II base of the proposed pavement.

Streetlights

Streetlight poles shall be manufactured of steel, ASTM A500, with a minimum yield strength of 60,000 psi. Streetlights shall be 30’-35’ height, 15’ mast arm, and a mast arm rise of 4’ to 5’.

Anchor bolts shall be manufactured of ASTM F1554 Grade 55 steel, and shall be 2-inch diameter. Nuts/washers for anchor bolts shall be made of ASTM F1554 Grade 55 steel.

Base plate and anchor plate for streetlight shall be manufactured of ASTM F1554 Grade 55 steel, with a thickness of 1.5-inches and 1’ (12-inch) square size.

The threads of the anchor bolts and the base plate shall be installed above the foundation/footing of the pole, to allow for replacement of the pole. The space shall be grouted at a 45-degree angle, and a square base cover shall be provided over the base plate following construction.

The footing for the streetlight shall be constructed of 560-C-3250 concrete, with #8 vertical reinforcement and #5 spiral reinforcement. Contractor shall provide 95% compaction for any fill soil around the bore hole for the concrete footing (if fill soil is necessary).

Wire for grounding of the streetlight and/or at pull boxes shall be #6 AWG. Grounding wire shall terminate in a grounding plate (or rod) adjacent to the footing and/or at pull boxes.

Conduit for streetlights/wire shall be of the size shown on the Plans (1.5” minimum), of rigid galvanized steel or PVC Schedule 80.

Conduit shall be trenched per the City’s Standard Trench Detail 1, and concrete (560-C-3250) shall be provided around the conduits, up to 8” square (3” clearance around the conduit).

Pull boxes/hand holes for streetlights shall be constructed of concrete or polymer concrete, and shall be of 12"x18" size. Pull boxes/hand holes shall be located in the rear or side of the streetlight, within the parkway or back of sidewalk. Crushed rock shall be placed under the pull box, with grouting on top of the crushed rock. A small (0.5") drain hole at the center of the pull box, with perforated PVC.

Wires shall be joined inside of the pull box/handhole with a fuse, to allow for protection of the circuit. Fuses shall be Eaton-Bussman series, of the size matching the wire (i.e. #8 AWG) and of amperage rating to match the streetlight amperage (10 amps max). All conduit in the pull box/handhole shall be grounded with a ground clamp.

Wiring and conduit shall extend from the adjacent street lights or pull box to the proposed pull box, into the pole, and connecting to the luminaire. Alternate sources of power may be coordinated with the City and/or IID, in the event that adjacent street lights/pull boxes cannot be intercepted.

The luminaire shall be NextGen III Series LED Shoebox Light with Photocell 500 Watt/70,000 Lumen.

Street lights shall be located behind back of walk, per the City's Standard Utility Layout Plan.

Power Pole & Overhead Wire Relocation

Power pole & overhead wire relocation shall be conducted by the Imperial Irrigation District (IID) and Utility Companies which own utilities along the existing overhead poles. The Contractor's work shall be conducted around the relocation work, such that any items of the Contractor's work that can occur without conflict around IID/Utility Company work can proceed (i.e. demolition and/or construction of southerly concrete curb & gutter), and that any work that will need to succeed the relocation work will not commence until the relocations have been completed.

Payment

Payment for utility work shall be per the Linear Foot (LF) or per Each (EA) price named in the bid schedule, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work necessary as specified in the Contract Documents and Specifications, Standard Drawings, supplemental details, these Special provisions, and as directed by the Engineer.

10. STRIPING

Signing and Striping shall be placed as shown on plans, as directed by the engineer, and in conformance with these Special Provisions.

All details and dimensions for traffic striping and marking shall conform to the Latest Caltrans Plan and specifications and California Manual on Uniform Traffic Control Devices, latest edition.

Thermoplastic Material

This work shall consist of furnishing and applying thermoplastic traffic stripes and pavement markings, including glass beads

The thermoplastic material shall conform to State Specification PTH-02SPRAY, PTH-02HYDRO or PTH-02ALKYD.

Paint Material

This work shall consist of applying painted traffic stripes and pavement markings, shall conform to the following State Specifications:

Paint Type	Color	State Specification No.
Waterborne Traffic Line	White, Yellow and Black	State Specification PTWB-01R2
Acetone-Based	White, Yellow and Black	State Specification PT-150VOC(A)
Waterborne Traffic Line for disabled persons' parking, and other curb markings	Blue, Red and Green	Federal Specification TT-P-1952E

The color of painted traffic stripes and pavement markings must comply with ASTM D6628

The kind of paint to be used (waterborne or acetone-based) shall be determined by the Contractor based on the time of year the paint is applied and local air pollution control regulations.

Thinning of paint will not be allowed.

Paint shall be tested prior to use or the manufacturer shall provide the Engineer with a Certificate of Compliance in conformance with the provisions of Caltrans Specifications Section 6-2.03C, "Certificates of Compliance." The certificate shall certify that the paint complies with the specifications and that paint manufactured to the same formulation and process has previously passed State testing. A list of manufacturers that have produced paint meeting State specifications is available from the Transportation Laboratory. (Material supplied by manufacturers other than those that have manufactured approved paint will require complete testing.)

Glass Beads

Glass beads to be applied to the surface of the molten thermoplastic material shall conform to the requirements of State Specification 8010-004.

State Specifications for thermoplastic material and glass beads may be obtained from the Transportation Laboratory.

Surface Preparation and Application

Existing surfacing which is to receive the thermoplastic material shall be mechanically wire brushed to remove all dirt and contaminants. Surfaces of new portland cement concrete pavement to receive the thermoplastic material shall be mechanically wire brushed or abrasive blast cleaned to remove all laitance and curing compound.

Existing pavement markers which are damaged by blast cleaning or wire brushing shall be removed and replaced by the Contractor at the Contractor's expense.

Thermoplastic material shall be applied only to dry pavement surfaces and only when the pavement surface temperature is above 50° F.

A primer, of the type recommended by the manufacturer of the thermoplastic material, shall be applied to all asphaltic surfaces over 6 months old and to all portland cement concrete surfaces. The primer shall be applied immediately in advance of, but concurrent with, the application of thermoplastic material. The primer shall be applied at the application rate recommended by the manufacturer and shall not be thinned.

Preheaters with mixers having 360 degree rotation shall be used to preheat material.

The thermoplastic material shall be applied to the pavement at a temperature between 400° F and 425° F, unless a different temperature is recommended by the manufacturer.

The thermoplastic material shall be applied by either spray or extrusion methods in a single uniform layer.

Stencils shall be used when applying thermoplastic material for pavement markings.

The pavement surface to which thermoplastic material is applied shall be completely coated by the material and the voids of the pavement surface shall be filled.

Unless otherwise specified in the special provisions, the thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.060-inch. Thermoplastic material for pavement markings shall be applied at a thickness of 0.100-inch to 0.150-inch. Glass beads shall be applied immediately to the surface of the molten thermoplastic material at a rate of not less than 8 pounds per 100 square feet. The amount of glass beads applied shall be measured by stabbing the glass bead tank with a calibrated rod.

Application Equipment

Mechanical mixers shall be used to mix paint. Prior to applying, the paint shall be mixed a sufficient length of time to thoroughly mix the pigment and vehicle together, and shall be kept thoroughly agitated during its application.

Mechanical means shall be used to paint traffic stripes and pavement markings and to apply the glass beads for traffic stripes.

Equipment used in the application of traffic stripes and pavement markings shall produce stripes and pavement markings of uniform quality that conform to the specified requirements.

Stencils and hand spray equipment shall be used to paint pavement markings. Stencils shall conform to the dimensions shown on the plans.

The striping machine shall be capable of accurately superimposing succeeding coats of traffic paint upon the first coat and upon existing stripes at a speed of at least 5 miles per hour.

The striping machine shall consist of a rubber-tired vehicle that is maneuverable to the extent that straight lines can be followed and normal curves can be made in true arcs. It shall be capable of applying traffic paints and glass beads at the rates specified. The striping machine shall be equipped with the following: (a) a pointer or sighting device not less than 5 feet long and extending from the front of the machine; (b) a pointer or sighting device extending from the side of the machine to gauge the distance from the centerline for painting shoulder stripes; (c) a positive acting cutoff device to prevent depositing paint in gaps of broken stripes; (d) shields or an adjustable air curtain for line control; (e) pressure regulators and gages (if pneumatically operated) that are in full view of the operator; (f) a paint strainer in the paint supply line; (g) a paint storage tank with a mechanical agitator that operates continuously during painting operations; (h) a glass bead dispenser located behind the paint applicator nozzle and which is controlled simultaneously with the paint applicator nozzle; and (i) calibrated rods for measuring the volumes of paint and glass beads in the paint and glass bead tanks.

Spray equipment shall be of a proper type and of adequate capacity for the work. Air atomized spray equipment shall be equipped with oil and water extractors and pressure regulators and shall have adequate air volume and compressor recovery capacity. Spray gun tip needle assemblies and orifices shall be of the proper sizes.

Attention is directed to Caltrans Specifications Section 5-1.11, "Alternative Equipment," of these specifications.

Where the configuration or location of a traffic stripe is such that the use of a striping machine is unsuitable, traffic paint and glass beads may be applied by other methods and equipment approved by the Engineer. The Engineer will determine if the striping machine is unsuitable for a particular use.

Application

Traffic stripes and pavement markings shall be applied only on dry surfaces and only during periods of favorable weather. Painting shall not be performed when the atmospheric temperature is below 40° F when using acetone-based paint or below 50° F when using waterborne paint; when freshly painted surfaces may become damaged by rain, fog, or condensation; nor when it can be anticipated that the atmospheric temperature will drop below the aforementioned 40° F or 50° F temperatures during the drying period.

Surfaces which are to receive traffic stripes and pavement markings shall be cleaned of all dirt and loose material.

A one-coat 3-inch wide black stripe shall be painted between the two 4-inch wide yellow stripes of a double traffic stripe. If the two 4-inch wide yellow stripes are to be applied in 2 coats, the black stripe shall be applied concurrently with the second coat of yellow stripes.

On new surfacing, pavement markings and traffic stripes (except the black stripe between the yellow stripes of a double traffic stripe) shall be applied in 2 coats unless otherwise shown on the plans. The first coat of paint shall be dry before application of the second coat.

On 2-lane highways, when the first coat of the centerline stripe is applied in the same direction as the post miles increase, the right-hand spray gun of the 3 spray guns used to apply double yellow stripe shall be used to apply a single yellow stripe. When the first coat of the centerline stripe is applied in the same direction as the post miles decrease, the left-hand spray gun of the 3 spray guns used to apply double yellow stripe shall be used to apply a single yellow stripe. The second coat of centerline striping shall be applied in the opposite direction that the first coat was applied.

On existing surfacing, pavement markings and traffic stripes shall be applied in one coat.

Each coat of paint for any traffic stripe, including glass beads where required, shall be applied in one pass of the striping machine, regardless of the number, widths and patterns of individual stripes involved.

Paint to be applied in one coat shall be applied at an approximate rate of one gallon per 107 square feet.

Paint to be applied in 2 coats shall be applied approximately as follows:

Paint Type	Square Foot Coverage Per Gallon	
	First Coat	Second Coat
Waterborne Paint	215	215
Acetone-Based Paint	360	150

Apply glass beads at an approximate rate of 5 lb/gal of paint

The exact rate of paint to be applied will be determined by the Engineer. The volume of paint applied shall be measured by stabbing the paint tank with a calibrated rod. At the option of the Engineer, if the striping machine is provided with paint gages, the volume of paint may be determined by using the gages.

Unless otherwise directed by the Engineer, glass beads shall be uniformly incorporated in all coats of paint concurrently with the application of the paint, except that glass beads shall not be applied to black paint. Beads shall be embedded in the coat of traffic paint being applied to a depth of one-half their diameter.

Glass beads shall be applied at an approximate rate of 5 pounds per gallon of paint. The exact rate will be determined by the Engineer. The amount of glass beads applied shall be measured by stabbing the glass bead tank with a calibrated rod.

The Contractor or representative will meet with the City Public Works Director/City Engineer and will clearly mark existing loops not to be damaged or removed.

If any part of the loop conductor, including the portion leading to the adjacent pull box, is damaged by the Contractor's operations, the entire detector loop shall be replaced. If any adjacent loop(s) are/is damaged during such replacement, that loop shall also be replaced.

Raised Pavement Markers

The markers shall conform to the shape, dimensions and tolerances shown on the plans. Pavement markers shall be of the type and color shown on the plans or specified in these specifications and the special provisions.

Pavement markers shall conform to one or more of the following types:

- Type A— Non-Reflective White Markers
- Type AY— Non-Reflective Yellow Markers
- Type C— Red-Clear Retroreflective Markers
- Type D— 2-Way Yellow Retroreflective Markers
- Type G— One-Way Clear Retroreflective Markers
- Type H— One-Way Yellow Retroreflective Markers

Certificates of compliance shall be furnished for pavement markers as specified in the special provisions.

Except as otherwise provided in this Section 81-3.03, pavement markers shall be cemented to the pavement with hot melt bituminous adhesive or rapid set type epoxy adhesive in conformance with the manufacturer's instructions

Traffic Loops

The Contractor or representative will meet with the City Public Works Director/City Engineer and will clearly mark existing loops not to be damaged or removed.

If any part of the loop conductor, including the portion leading to the adjacent pull box, is damaged by the Contractor's operations, the entire detector loop shall be replaced. If any adjacent loop(s) are/is damaged during such replacement, that loop shall also be replaced

Payment

Payment for striping shall be included in the other/related items of work (Bid Item 6: AC Pavement), and no additional compensation will be allowed therefore.

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**CALTRANS EXHIBITS
(REQUIRED FEDERAL AID CONTRACT LANGUAGE)**

WEAKLEY STREET IMPROVEMENT
FEDERAL-AID PROJECT NO. CML-5168(032)

CALTRANS EXHIBIT 10-Q: DISCLOSURE OF LOBBYING ACTIVITIES

CALTRANS EXHIBIT 12-B: BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year ____ quarter ____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p> <p>(attach Continuation Sheet(s) if necessary)</p>	<p>11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI)</p>	
<p>12. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>14. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>13. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p>		
<p>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:</p> <p>(attach Continuation Sheet(s) if necessary)</p>		
<p>16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>		
<p>Authorized for Local Reproduction Standard Form - LLL</p>		
<p>Federal Use Only:</p>		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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

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

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

FEDERAL PROJECT NUMBER:

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number				
NAME							<input type="checkbox"/> < \$1 million	
							<input type="checkbox"/> < \$5 million	
							<input type="checkbox"/> < \$10 million	
City, State							<input type="checkbox"/> < \$15 million	
							Age of Firm in years	
NAME							<input type="checkbox"/> < \$1 million	
							<input type="checkbox"/> < \$5 million	
							<input type="checkbox"/> < \$10 million	
City, State							<input type="checkbox"/> < \$15 million	
							Age of Firm in years	
NAME							<input type="checkbox"/> < \$1 million	
							<input type="checkbox"/> < \$5 million	
							<input type="checkbox"/> < \$10 million	
City, State							<input type="checkbox"/> < \$15 million	
							Age of Firm in years	
NAME							<input type="checkbox"/> < \$1 million	
							<input type="checkbox"/> < \$5 million	
							<input type="checkbox"/> < \$10 million	
City, State							<input type="checkbox"/> < \$15 million	
							Age of Firm in years	
NAME							<input type="checkbox"/> < \$1 million	
							<input type="checkbox"/> < \$5 million	
							<input type="checkbox"/> < \$10 million	
City, State							<input type="checkbox"/> < \$15 million	
							Age of Firm in years	
NAME							<input type="checkbox"/> < \$1 million	
							<input type="checkbox"/> < \$5 million	
							<input type="checkbox"/> < \$10 million	
City, State							<input type="checkbox"/> < \$15 million	
							Age of Firm in years	
NAME							<input type="checkbox"/> < \$1 million	
							<input type="checkbox"/> < \$5 million	
							<input type="checkbox"/> < \$10 million	
City, State							<input type="checkbox"/> < \$15 million	
							Age of Firm in years	
NAME							<input type="checkbox"/> < \$1 million	
							<input type="checkbox"/> < \$5 million	
							<input type="checkbox"/> < \$10 million	
City, State							<input type="checkbox"/> < \$15 million	
							Age of Firm in years	

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

FEDERAL PROJECT NUMBER:

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number		DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number					
NAME								< \$1 million	
								< \$5 million	
								< \$10 million	
City, State								< \$15 million	
								Age of Firm in years	
NAME								< \$1 million	
								< \$5 million	
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City, State								< \$15 million	
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								Age of Firm in years	