



City Council

Ida Obeso-Martinez - Mayor
Stacy Mendoza - Mayor Pro-Tem
Katherine Burnworth - Council Member
Robert Amparano - Council Member
James Tucker - Council Member

AGENDA

Regular Meeting of the Imperial City Council

City Council Chambers
220 West 9th Street
Imperial, CA 92251

May 20, 2026

Closed Session at 06:00 pm

Open Session at 07:00 pm

The City Council meetings are live-streamed on the City's Facebook page at www.facebook.com/cityofimperial. By remaining in the room, you are giving permission to be recorded.

Public Comments: Members of the public who wish to speak are encouraged to fill out a Speaker Slip and submit it to the City Clerk before the start of the meeting. Public comments are limited to 3 minutes. Comments may also be submitted by email to CityClerk@imperial.ca.gov no later than 5:00 p.m., the day of the meeting.

Americans with Disabilities Act: Requests for special assistance to participate in the meeting, please contact the City Clerk's Office by calling (760) 355-5303 or emailing CityClerk@imperial.ca.gov. Notification of 48 hours before the meeting will enable the city to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.102-35.104 ADA title II].

All documents with executive summaries and staff recommendations for open session action items are available on the City's website 72 hours before the meeting at <https://www.cityofimperial.org/>. Supplemental writings distributed to the City Council within 72 hours of the meeting will also be posted online. Written materials shared during the meeting will be available there if prepared by the city or afterward if prepared by others. These materials can be obtained from the City Clerk's Office.

6:00 P.M. CLOSED SESSION

ROLL CALL

PUBLIC COMMENT FOR CLOSED SESSION ITEMS ONLY: At this time, members of the public may address the City Council on Closed Session items. Pursuant to State Law, the City Council may not discuss or take action on issues not on the meeting agenda (Government Code Section 54954.2). If you are compensated to communicate with City officials, you may be required to register and/or make certain disclosures as a lobbyist. Please see the City Clerk for additional information. There is a time limit of three (3) minutes for anyone wishing to address the City Council on these matters.

CITY COUNCIL ADJOURNS INTO CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL: The City Council finds, based on advice from the City Attorney, that discussion in open session of the following described matter(s) will prejudice the position of the City in existing and anticipated litigation.

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: 1 Potential Case

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Gov. Code §54956.9(d)(1).) i. City of Imperial vs. Imperial Valley Computer Manufacturing LLC, et al, Imperial County Superior Court Case No ECU004457 ii. Imperial Valley Manufacturing, LLC vs. City of Imperial, United States District Court for the Southern District of California Case No 26CV128 JLS BJW. iii. Novalk, LLC v. City of Imperial et. al, United States District Court for the Southern District of California, 25CV2307 BAS DDL

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GC 54954.5(e)) Title: City Manager

PUBLIC EMPLOYEE APPOINTMENT G.C. §54957 Title: City Attorney

CONFERENCE WITH LABOR NEGOTIATORS G.C. §54957.6 Agency Representatives: City Manager Employee Organization: Imperial Police Officers Association, Teamsters Local 542 & Employee Organization Management Supervisory, Professional, Confidential, and Police Captain/Unrepresented

7:00 P.M. REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

ADJUSTMENTS TO THE AGENDA: The City Council may amend the order, add urgency items, note abstentions or “no” votes on consent calendar items, and request consent calendar items be removed from the consent calendar for discussion. The City Council may also remove items from the consent calendar before that portion of the agenda. The City Council may address these issues by entertaining a formal motion.

CITY ATTORNEY REPORT ON CLOSED SESSION

PUBLIC COMMENT: If you wish to address the City Council concerning any item within the City Council's jurisdiction, please raise your hand and be acknowledged by the mayor. At that time, state your name and address for the record. The mayor reserves the right to place a time limit of three (3) minutes on each person's presentation.

A. PRESENTATIONS:

- A.1.** Presentation by Victoria Topete on Chalk the Walk Winners
- A.2.** Recognition of outgoing Planning Commission Board Member Ruben Rivera.
- A.3.** Introduction of newly appointed Planning Commission Board Member Alejandro Duarte
- A.4.** Presentation to recognize Officer Amaya as Officer of the Year.
- A.5.** Presentation by Officer Schleyer on Internet Crimes Against Children.

B. CONSENT AGENDA: All items appearing under the "Consent Agenda" will be acted upon by the City Council with one motion without discussion. Should any Council member or other person request that any item be considered separately, that item will then be taken up at the time as determined by the mayor.

- B.1.** Approval of Warrants Report.

C. ACTION ITEMS (DISCUSSION/ACTION):

- C.1.** Discussion and direction to staff regarding implementation of zoning, planning and other tools to balance economic development with environmental safeguards with specific focus on residences and schools.

Presenter: Dennis H. Morita, City Manager, and Katherine Turner, City Attorney

Recommended Action: Discuss and provide direction to staff regarding implementation of zoning, planning and other tools to balance economic development with environmental safeguards with specific focus on residences and schools.

- C.2.** Approve the plans and specifications for "P" Street Rehabilitation between Aten Rd & Rosarito Dr. STPL-5134(032), and authorize staff to seek bids through a competitive bidding process.

Presenter: Othon Mora, Community Development Director

Recommended Action: 1. Approve the Plans and Specifications for this project.

2. Authorize staff to seek bids through a competitive bidding process for the construction of "P" Street Rehabilitation between Aten Rd. & Rosarito Dr. Project. Stpl-5134(032).

- C.3.** Approve plans and specifications for Phase II and Phase III of the EV Charging Station Installation and EV Purchase Project CRP-5134(033), and authorize staff to seek bids through competitive bidding process.

Presenter: Othon Mora, Community Development Director

Recommended Action: 1. Approve the plans and specifications for this project
2. Authorize staff to seek bids through a competitive bidding process for the construction of Phase II and phase III of the EV Charging Station Installation and EV purchase project CRP-5134(033).

- C.4.** Authorize the purchase of two (2) 2026 Ford F-150 Police Responders.

Presenter: Aaron Reel, Police Chief

Recommended Action: Approve the purchase of two (2) 2026 Ford F-150 Police Responders.

- C.5.** Award of contract to Nicklaus Engineering, Inc. (NEI) for Design and Engineering Services in the amount of \$67,897.00

Presenter: Anthony Lopez, Parks & Recreation Director

Recommended Action: Authorize the City Manager to execute an agreement with Nicklaus Engineering Inc. (NEI) for design and engineering services related to the Kitchen Incubator Project in the amount of \$67,897.00

D. REPORTS:

- Department Reports
- City Manager Report
- Mayor and Councilmember Reports

ADJOURNMENT: The next regular meeting of the Imperial City Council will be held on June 3, 2026.



City Council **STAFF REPORT**

Document ID: 2026-158
Category: Administrative Report

Department: Finance
Department Head: Victor Manriquez, Finance Director
Meeting Date: May 20, 2026

SUBJECT:
APPROVE WARRANTS REPORT.

Attachments:

1. Warrants 051526

Check Register Report

Date: 05/15/2026

Time: 9:09 am

Page: 1

CITY OF IMPERIAL

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Reconcile Date	Vendor Number	Vendor Name	Check Description	Amount
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132255	05/05/26	Reconciled		05/12/26	1154	COMPUTERSHARE TRUST COMPANY	2550686 RDA TTARB 87851	4,500.00
132256	05/05/26	Printed			1302	DAVID TURCH & ASSOCIATES	MAY 2026	5,000.00
132257	05/05/26	Reconciled		05/12/26	1056	DELL MARKETING L.P.	10872943185 87279	2,962.08
132258	05/05/26	Reconciled		05/13/26	1573	DEPARTMENT OF JUSTICE	035023 87608	565.00
132259	05/05/26	Printed			9009	DMH ENTERPRISES	QL51526-1 BALANCE 87711	2,500.00
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132263	05/05/26	Printed			2096	HOME DEPOT CREDIT SERVICES	3902707 87707	34.53
132264	05/05/26	Reconciled		05/12/26	028	IMPERIAL IRRIGATION DISTRICT	MAY 4, 2026	4,364.07
132265	05/05/26	Reconciled		05/12/26	102	IMPERIAL POLICE OFFICERS ASSN.	5/1/26	1,317.50
132266	05/05/26	Printed			3075	IMPERIAL STEEL	13089 87604	20.47
132267	05/05/26	Reconciled		05/12/26	3187	IMPERIAL TRUSS & LUMBER CO.	B84405 87705	44.71
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132271	05/05/26	Reconciled		05/12/26	6472	INGRAM LIBRARY SERVICES	96052510 87012	673.28
132272	05/05/26	Printed			2372	JERRY TUCKER	9998-1004/451 W ATEN	1,876.42
132273	05/05/26	Printed			8644	JESSICA HURTADO	5/1/26	394.62
132274	05/05/26	Printed			868	K-C WELDING & RENTALS, INC.	227127 87714	227.25
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132276	05/05/26	Reconciled		05/12/26	1996	LEE TIRE CO.	411674 87712	253.99
132277	05/05/26	Reconciled		05/12/26	101	LINCOLN LIFE	5/1/26	510.00
132278	05/05/26	Printed			6499	MARIO ROACHO	PARK AFTER DARK- BALANCE 87710	2,000.00
132279	05/05/26	Reconciled		05/07/26	6499	MARIO ROACHO	PARK AFTER DARK- DEPOSIT 87709	2,000.00
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132285	05/05/26	Reconciled		05/06/26	5637	ROBERT AMPARANO	5/06/26-5/08/26 SCAG REG CONF	245.69
132286	05/05/26	Printed			7623	STERICYCLE, INC.	8014008433 86995	287.12
132287	05/05/26	Reconciled		05/11/26	8525	THE REGIONAL TRAINING CENTER	69EBFC8188596 87611	1,450.00
132288	05/05/26	Printed			7708	TUCKER MINI STORAGE	MAY 2026- UNIT 425 87708	125.00
132289	05/05/26	Printed			6883	ULINE	206573280 87342	1,793.13
132290	05/05/26	Reconciled		05/12/26	275	UNDERGROUND SERVICE ALERT OF	25-263600 86997	297.22
132291	05/05/26	Reconciled		05/13/26	2081	VESTIS GROUP, LLC	MAY 1, 2026	3,554.08
132428	05/13/26	Printed			7065	2K TOWER SERVICES LLC	615 87289	4,950.00
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132430	05/13/26	Printed			1599	ACE UNIFORMS & ACCESSORIES	SD265946 87609	85.00

Check Register Report

Date: 05/15/2026

Time: 9:09 am

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Check Register Report

Date: 05/15/2026

Time: 9:09 am

Page: 3

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132490	05/13/26	Printed			9055	MONA LISA RUIZ	9920-0711/2401 DAMIAN	145.47
132491	05/13/26	Printed			8314	MOTION INDUSTRIES, INC	CA05-01150202 86845	1,095.97
132492	05/13/26	Printed			8669	NAPAAUTO PARTS	574061 87391	1,115.34
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132494	05/13/26	Printed			8777	NICKLAUS ENGINEERING INC	0043464 86842	2,116.00
132495	05/13/26	Printed			2510	NTU TECHNOLOGIES, INC.	13514 87521	12,415.14
132496	05/13/26	Printed			079	ONE SOURCE DISTRIBUTORS	S008297012.001 87807	6,310.61
132497	05/13/26	Printed			3444	OTHON MORA	5/17/26 - 5/21/26 ICSC TRAINING	387.00
132498	05/13/26	Reconciled		05/13/26	9000	PETER NGUYEN	APRIL 2026 87771	12,362.61
132499	05/13/26	Printed			8516	QUICK QUACK CAR WASH	ARB261279 86998	246.87
132500	05/13/26	Printed			3526	RSD	3352604-00 87440	1,674.68
132501	05/13/26	Printed			9062	SAN DIEGO COUNTY SHERIFF'S	IPD26MAY08 87614	625.00
132502	05/13/26	Printed			9054	SANTIAGO FRANCISCO CASTILLO	9978-3059/498 TRESHILL #255	181.95
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132504	05/13/26	Printed			5257	SKM ENGINEERING LLC	32502 86847	4,502.50
132505	05/13/26	Printed			8039	STACY MENDOZA	5/17/26 -5/20/26 ICSC CONVENTION	728.20
132506	05/13/26	Printed			7623	STERICYCLE, INC.	8014220311 87853	140.78
132507	05/13/26	Printed			104	TEAMSTERS, LOCAL 542	5/15/26	1,985.00
132508	05/13/26	Printed			5855	THE DESERT REVIEW	5181 87072	1,620.00
132509	05/13/26	Printed			1239	THE SHERWIN-WILLIAMS CO.	4970-6 87388	14.74
132510	05/13/26	Printed			1934	TYLER TECHNOLOGIES, INC.	045-560754 87285	1,400.00
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132521	05/13/26	Printed			8133	UNIVAR SOLUTIONS USA INC.	53752966 86849	12,963.37
132522	05/13/26	Printed			6313	US AIR CONDITIONING	7858500 87484	533.10
132523	05/13/26	Printed			8150	VENCER PUBLIC AFFAIRS &	395 87069	2,000.00
132524	05/13/26	Printed			1568	WEBB AND ASSOCIATES	ARIV0012508 86843	14,108.15

Total Checks: 126

Checks Total (excluding void checks):

619,258.94

Total Payments: 126

Bank Total (excluding void checks):

619,258.94

Total Payments: 126

Grand Total (excluding void checks):

619,258.94



City Council **STAFF REPORT**

Document ID: 2026-203

Category: Action Item

Department: City Manager's Office
Department Head: Dennis H. Morita, City Manager
Meeting Date: May 20, 2026

SUBJECT:

DISCUSSION AND DIRECTION TO STAFF REGARDING IMPLEMENTATION OF ZONING, PLANNING AND OTHER TOOLS TO BALANCE ECONOMIC DEVELOPMENT WITH ENVIRONMENTAL SAFEGUARDS WITH SPECIFIC FOCUS ON RESIDENCES AND SCHOOLS.

REQUESTED ACTION:

Discuss and provide direction to staff regarding implementation of zoning, planning and other tools to balance economic development with environmental safeguards with specific focus on residences and schools.



City Council STAFF REPORT

Document ID: 2026-189

Category: Action Item

Department: Community Development
Department Head: Othon Mora, Community Development Director
Meeting Date: May 20, 2026

SUBJECT:

CIP #826 "P" STREET REHABILITATION BETWEEN ATEN RD & ROSARITO DR. - STPL-5134(032)

BACKGROUND:

City staff has secured an allocation to receive federal funding up to \$519,000 through the Surface Transportation Block Grant (STBG). The City will be matching the funding in the amount of \$68,000 through local funds.

The scope of work includes rehabilitation of "P" Street from Aten Blvd. to Rosarito Dr. The project includes a Type III overlay of the road along with new thermoplastic striping and way-finding markers, which are to establish a 4-foot Type-II bike lane on both sides of the road, along with additional street parking. See "Exhibit A" attached herewith for the proposed plans and specifications. The Community Development Department is requesting authorization to seek bids for the construction of the proposed project.

*Copies of the full set of plans can be obtained from the City Clerk's Office.

FISCAL IMPACT:

\$519,000 from STBG Funds
 \$68,000 from Fund 8 LTA

REQUESTED ACTION:

1. Approve the Plans and Specifications for this project.
2. Authorize staff to seek bids through a competitive bidding process for the construction of "P" Street Rehabilitation between Aten Rd. & Rosarito Dr. Project. Stpl-5134(032).

CITY MANAGER RECOMMENDATION:

Attachments:

1. Exhibit B - Specifications_P St Rehab_Phase I -Aten to Rosarito

Exhibit "B"

CITY OF IMPERIAL
Imperial, California

CONTRACT DOCUMENTS AND
SPECIFICATIONS FOR

STPL 5134(032)
"P" STREET REHABILITATION PHASE I BETWEEN
ATEN BLVD TO ROSARITO DR

BID NO. 2026-**XX**

CITY OF IMPERIAL
COMMUNITY DEVELOPMENT DEPARTMENT
420 S. Imperial Ave.
Imperial, California 92251
(760) 355-4371

August 2024

CITY OF IMPERIAL

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STPL 5134(032) “P” STREET REHABILITATION PHASE I BETWEEN ATEN BLVD TO ROSARITO DR

BID NO. 2026-XX

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CITY OF IMPERIAL

NOTICE INVITING SEALED BIDS

STPL 5134(032)

**"P" STREET REHABILITATION PHASE I BETWEEN ATEN BLVD AND ROSARITO DR
BID NO. 2026-XX**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Imperial, as CITY, invites sealed bids for the above stated project and will receive such bids in the offices of the City Clerk at 420 S. Imperial Avenue, Imperial, California 92251 up to the hour of 3:00 P.M. on Thursday, June 11, 2026, at which time they will be publicly opened and read aloud. A bid summary will then be prepared and posted. A Pre-Bid meeting will be conducted at 10:00 P.M. on Tuesday, June 23, 2026 at the City of Imperial Community Development Department located at 400 S. Imperial Ave., Suite 101; Imperial, California 92251 to be followed by a Field Walk-through at the project site.

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required by the contract documents. The work to be performed includes the following activities for this contract: Grind and overlay in the area per the Improvement Plans, installation of ¾" asphalt leveling course, installation of asphalt-rubber aggregate membrane (ARAM), installation of gap-graded asphalt rubber hot mix (ARHM), utility adjustments, and installation of thermoplastic striping. Includes road traffic control around the construction zones. All work to be completed within existing City of Imperial public right of way.

The scope of work includes, prior to the start of construction, the coordination between the City of Imperial and the Contractor. Testing and Studies called for shall be paid by City.

Bid packages (CD's) are available at the City of Imperial Community Development Department located at 400 S. Imperial Avenue, Suite 101; Imperial, California 92251 upon payment of \$85.00 non-refundable fee (\$100.00 if mailed). Only those firms who have purchased the bid documents will be provided any addendums that may be issued for this project prior to the bid opening date.

Any contract entered into pursuant to this notice will incorporate the provisions of State Labor Code of the State of California. Compliance with the higher State prevailing rates of wages and apprenticeship employment standards established by the State director of Industrial Relations will be required. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required.

This project has a specific contract Disadvantaged Businesses Enterprises (DBE) Contract Goal of 24%, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered areas. Said DBE Goal is applicable to all contractor's construction work (whether or not it is Federally funded or assisted) performed in the covered area. If the Contractor performs construction work in a geographical area outside of the covered area, it shall apply to the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction. The Contractor's compliance with Executive Order 11246 and the regulations in 41

CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60- 4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from the solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform through the duration of the contract, and in each trade, and the Contractor shall make a good faith effort to employ women and minority individuals evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

Each bid must be accompanied by a guaranty of cash, certified check, cashier's check or bid bond made payable to the City of Imperial 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 to be returned after the contract is awarded. In conformance with the State of California Public Contract Code Section 22300, the contractor may substitute securities for any funds withheld by the City to ensure performance under the contract. At 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 pay such funds to the contractor upon notification by the City of contractor's satisfactory completion of contract. The type of securities deposited, and the method of release shall be approved by the City Attorney's office.

As used in this notice, and in the contract resulting from this solicitation, the "covered area" is in the City of Imperial in Imperial County, State of California.

The contract documents call for monthly payments based upon the engineer's estimate of the work completed. The City of Imperial will retain five (5%) percent of each progress payment as security for completion of the balance of the work. At the request and expense of the successful bidder, the City will pay the amounts so retained upon compliance with the requirements of Public Contract Code Section 22300 and the provisions of the contract documents pertaining to Substitution of Securities.

Bids must be prepared on the approved proposal forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside:

**ATTN: CITY CLERK
SEALED BID FOR:
STPL 5134(032)
"P" STREET REHABILITATION PHASE I BETWEEN ATEN BLVD AND ROSARITO DR
BID NO. 2026-XX**

The Proposal should be delivered no later than 3:00 P.M. on Thursday, July 09, 2026, addressed as follows:

**City of Imperial, City Hall – City Clerk
420 S. Imperial Avenue, Imperial, CA 92251**

Questions concerning the proposal should be directed to Hector Salcedo, Project Manager via email: hsalcedo@imperial.ca.gov.

Questions should be received no later than 1:00 P.M. on **Wednesday, July 01, 2026.**

Clarification desired by a proposer shall be requested in writing with sufficient time to allow for a response prior to the date RFPs are due. Oral explanation or instructions shall not be considered binding on behalf of the City.

Any modifications to this solicitation will be issued by the City as a written addendum. The City will not consider proposals received after the specified time and date. This bid proposal does not commit the City of Imperial to award a contract or pay any costs associated with the preparation of a Proposal.

The City of Imperial reserves the right to reject any or all bids, to award each item separately, delete portions of the work, and/or waive any informality on any bid. No bid may be withdrawn for 45 days after the time set for the opening thereof. Failure by the successful bidder to enter into a contract with the City or to deliver goods and/or services in accordance with the bid may result in a declaration by the City that the bidder is not a responsible bidder, and elimination from consideration in future bidding.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1 (a)]. 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. Any bid submitted by a contractor or subcontractor not properly licensed and not registered with the Department of Industrial Relations shall be considered non-responsive and will be rejected.

At the time of contract award, the prime contractor shall possess a Class "A" contractor's license and/or any combination of "C" specialty contractor's license(s) sufficient to perform the work.

CITY OF IMPERIAL

INSTRUCTIONS TO BIDDERS

FOR

STPL 5134(032)

**“P” STREET REHABILITATION PHASE I BETWEEN ATEN BLVD AND
ROSARITO DR**

BID NO. 2026-XX

PROPOSAL FORMS

Bids shall be submitted in writing on the Bid Proposal forms provided by the CITY, including, all forms “Required Federal Contract Provisions” must be filled and initialed. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The CITY will not consider any bid proposal not meeting these requirements and/or not submitting all forms requested herein.

PROPOSAL GUARANTEE (BID BOND)

Proposals must be accompanied by a proposal guarantee consisting of a certified check or bid bond payable to the CITY in the amount of (10%) of the total amount Bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the CITY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

NON-COLLUSION AFFIDAVIT

Bidder shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

PROPOSAL BID SHEET

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed, and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

No bidder may withdraw his proposal for a period of forty-five (45) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten (10) days after the award of the contract or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

DELIVERY OF PROPOSAL

Proposals may be mailed or delivered by messenger. However, it is the bidder’s responsibility alone to ensure delivery of the proposal to the hands of the CITY’s designated official prior to the bid opening hour stipulated in the “Notice Inviting Sealed Bids.” Late proposals will not be considered.

WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the CITY’s designated official prior to the bid opening hour stipulated in the “Notice Inviting Sealed Bids”. The withdrawal of a proposal will not

prejudice the right of the bidder to submit a new proposal, providing there is time to do so. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all unit prices and bid amounts will be deemed and held to include any such taxes, which may be applicable.

DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified.

This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor.

No contract will be executed unless the bidder is licensed in accordance with the provisions of the State Business and Professions Code.

INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed contract and is in doubt as to the true meaning of any part of the services to be performed, he may submit to the Engineer of the CITY a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents.

The Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

ADDENDA OR BULLETINS

All bidders are advised as to the possibility of issuance of addenda affecting the items, scope or quantity of the work required for this project. Each bidder shall be fully responsible for informing himself as to whether or not any such addenda have been issued. The effect of all addenda to the Contract Documents shall be considered in the bid and said addenda shall be made a part of the contract documents and shall be returned with them. Failure to cover in his bid any such addenda issued may render his bid irregular and may result in its rejection by the CITY.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same are expressly referred to herein or not.

Any Bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Contract Documents, and to full compliance therewith.

AWARD OF CONTRACT

Following a review of the bids, the CITY shall determine whether to award the contract or to reject all bids. The award of contract, if made, will be to the lowest responsible Bidder as determined solely by the CITY. At the time of contract award, the successful Bidder shall hold a Class A Contractors License, as required to perform the work, issued by the State of California.

Additionally, the CITY reserves the right to reject any or all proposals, to accept any bid or portion thereof, to waive any irregularity, and to take the bids under advisement for the period of time stated in the "Notice Inviting Sealed Bids", all as may be required to provide for the best interests of the CITY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Bidder to whom the award is contemplated.

No bidder may withdraw his proposal for a period of forty-five (45) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten (10) days after the award of the contract and execution of the contract documents or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

LABOR CODE

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California (herein referred to as Labor Code), the CITY has obtained the general provisions rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of workman needed to execute the contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the CITY.

Travel and subsistence payments to each workman needed to execute the work shall be made as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

The Contractor shall comply with the provisions of Section 1774 of the Labor Code. Failure to comply with the subject section will subject the Contractor to penalty and forfeiture provisions of Section 1775 of the Labor Code.

Pursuant to the provisions of Section 1770 of the Labor Code, the general prevailing rate of wages has been ascertained (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The CITY will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid and will not under any circumstances be considered as the basis of a claim against the CITY on the contract.

The CONTRACTOR and subcontractors shall comply with Section 1777.6 of the Labor Code which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, of such employee, except as provided in Section 3077 of the Labor Code.

WORKMAN'S COMPENSATION CERTIFICATE

Section 3700 of the Labor Code requires that every employer shall secure the payment of compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with this section and with Section 1861 of the Labor Code, the contractor shall sign a Compensation Insurance Certificate, which is included with the Contract Agreement, and submit same to City along with the other required contract documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

CLAYTON ACT AND CARTWRIGHT ACT

Section 4551 of the State Government Code specifies that in executing a public works contract with the CITY to supply goods, services or materials, the Contractor or Subcontractor offers and agrees to assign to the CITY 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 Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. This assignment shall become effective when the CITY tender's final payment to the Contractor without further acknowledgment by the parties.

SUBSTITUTION OF SECURITIES

In conformance with the State of California Public Contract Code Section 22300, the contractor may substitute securities for any funds withheld by the CITY to ensure 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 pay such funds to the contractor upon notification by CITY of Contractor's satisfactory completion of the contract.

The type of securities deposited, and the method of release shall be approved by the City Attorney's office.

SUBLETTING AND SUBCONTRACTING

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Government Code), bidders are required to list in their proposal the name and location of place of business of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of 1/2 of 1% of this prime contractor's total bid. Failure to list a subcontractor for a portion of the work means that the prime contractor will do that portion of the work. It is the Agency's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

CITY BUSINESS LICENSE

The Contractor shall obtain a City of Imperial Business License prior to the City's issuing the Notice to Proceed.

The annual fee for the Business License is one-hundred dollars (\$100.00).

QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

BUY AMERICA

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

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)].

2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and

drilling) or chemical composition.

2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

VERIFICATION OF COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

Per California Executive Order N-6-22, the City of Imperial is required to assure that all contractors doing business with the City of Imperial are in compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

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.

**CITY OF IMPERIAL
BUY AMERICAN REQUIREMENT CERTIFICATION**

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the 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 other coating that protects or enhances the value of 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 specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) 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 the foreign steel and iron prior to incorporating the materials into the work.

By submitting a bid/proposal under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid/proposal, the offeror certifies that steel and each manufactured product, are produced in the United States, as defined in the clause Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Offerors may obtain from the owner a listing of articles, materials and supplies excepted from this provision.

PRODUCT	COUNTRY OF ORIGIN

Bidders Signature: _____

Print Name: _____ Title: _____

DISADVANTAGE BUSINESS

ENTERPRISE (DBE)

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 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 equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs. Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions 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:

- 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."

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(d)(1) through (4) and (6).

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* 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 will find your bid nonresponsive.

b. Good Faith Efforts Submittal

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 your 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 assistance was provided. 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 DBE goal.

c. Exhibit 15-G - Local Agency Bidder DBE Information (Construction Contracts)

Complete and sign Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (*DBE and Non- DBE*) and Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Construction Manager of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business

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 Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. 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.

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, 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. One 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 or substituted, you must 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 Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless it is performed or supplied by the listed DBE or an authorized substitute.

Exhibit 15-G: Construction Contract DBE Commitment

1 Local Agency: _____ 2 Contract DBE Goal: _____

3 Project _____

4 Project _____

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

8 Total Dollar Amount ~~ALL~~ Subcontractors: _____ 9 Total Number ~~All~~ Subcontractors: _____

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

Local Agency to Complete this Section upon Execution of Award		16. TOTAL CLAIMED DBE PARTICIPATION	\$
22. Local Agency Contract Number:			
23. Federal-Aid Project Number:			%
24. Bid Opening Date:			
25. Contract Award Date:		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
26. Award Amount:			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
27. Local Agency Representative's Signature _____ 28. Date _____		17. Preparer's Signature _____ 18. Date _____	
29. Local Agency Representative's Name _____ 30. Phone _____		19. Preparer's Name _____ 20. Phone _____	
31. Local Agency Representative's Title _____		21. Preparer's Title _____	

DISTRIBUTION: 1. Original - Local Agency

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

INSTRUCTIONS - CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. **Local Agency** - Enter the name of the local agency that is administering the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Project Location** - Enter the project location(s) as it appears on the project advertisement.
5. **Bidder's Name** - Enter the contractor's firm name.

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

21. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

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

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE
Federal-aid Project No(s) . _____ Bid Opening Date _____
CON _____

The _____ established a Disadvantaged Business Enterprise (DBE) goal of ____% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal. Proposers or bidders submit the following information to document their good faith efforts within five (5) **calendar** days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-01: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error. The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

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

Publications	Dates of Advertisement

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

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
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- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
---------------	--	--------------------	-------------	------------------------

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

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

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

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

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

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

Name of Agency/Organization Results	Method/Date of Contact

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

**REQUIRED CONTRACT PROVISIONS - FEDERAL-AID
CONSTRUCTION CONTRACTS**

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 601.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

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

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

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

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

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

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

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

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

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

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

- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a

special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

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

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts.

Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

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

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

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

- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. Wage rates and fringe benefits. All laborers and

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

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

- (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

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

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

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is used in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system

requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and equal employment opportunity (29 CFR

5.5)

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

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

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

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

b. Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

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

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

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

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7.

Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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

b. No part of this contract shall be subcontracted to any

person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

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

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

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any

Federal-aid construction contract in an amount in excess of

\$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

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

3. Withholding for unpaid wages and liquidated damages

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

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

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief,

including interest from the date of the underpayment or loss, due to any workers of lower tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

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

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts;

however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is

responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

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

* * * * *

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

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

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

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

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

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

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

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

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

* * * * *

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

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

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

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

ATTACHMENT A - EMPLOYMENT AND MATERIALS
DEVELOPMENT

PREFERENCE FOR APPALACHIAN

HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS

ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

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

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

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

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

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

FEMALES AND MINORITY GOALS

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

The nationwide goal for female utilization is 6.9 percent.

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

MINORITY UTILIZATION GOALS

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

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

For each July during which work is performed under the contract, you and each nonmaterial-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.

TITLE VI

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

BID PROPOSAL

CITY OF IMPERIAL

BID PROPOSAL

For

STPL 5134(032)

**“P” STREET REHABILITATION PHASE I BETWEEN ATEN BLVD AND
ROSARITO DR**

BID NO. 2026-XX

TO CITY OF IMPERIAL, as CITY:

In accordance with CITY’s “Notice Inviting Sealed Bids”, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Contract Documents, and to perform all work in the manner and time prescribed.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with the CITY at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the CITY of the Bid Bond accompanying this proposal.

BIDDER understands that a bid is required for the entire work that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workman’s compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before commencing the performance of this Contract if awarded it.

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

DATED: _____, 2024.

BIDDER: _____

BIDDER'S ADDRESS:

BY: _____

TITLE: _____

TELEPHONE #: _____

FAX #: _____

BIDDER 'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Telephone _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

CONTRACTOR'S LICENSING STATEMENT

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number: _____

Name of Individual Contractor (Print or type): _____

Signature of Owner: _____

Business Address: _____

Or

Name of Firm: _____

Business Address: _____

Name: _____ Title: _____

Address: _____

Or

Name of Corporation: _____

Corporation Address: _____

Corporation organized under the laws of the State of _____

Signature of President of Corporation

Signature of Secretary of Corporation

LIST OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors as follows:

Name Under Which Subcontractor Is Licensed	Specific License of No.	Address Office Mill/Shop	Percent of Total Contract	Description of Subcontract
--	-------------------------------	--------------------------------	---------------------------------	-------------------------------

REFERENCES

The following are the names, addresses, and phone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

DESIGNATION OF SURETIES

The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

CITY OF IMPERIAL

BID BOND

STPL 5134(032)
"P" STREET REHABILITATION PHASE I BETWEEN ATEN BLVD AND
ROSARITO DR

BID NO. 2026-XX

KNOW ALL MEN BY THESE PRESENTS that _____,
as BIDDER, and _____,
as SURETY, are held and firmly bound unto the CITY OF IMPERIAL, as CITY, in the penal
sum of _____
dollars (\$ _____), which is ten percent (10%) of the total amount bid by
BIDDER to the CITY for the above stated project, for the payment of which sum, BIDDER
and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about
to submit a bid to CITY for the above stated project, if said bid is rejected, or if
said bid is accepted and a contract is awarded and entered into by BIDDER in
the manner and time specified, then this obligation shall be null and void,
otherwise it shall remain in full force and effect in favor of AGENCY.

WITNESS our hands this ____ day of _____, 2024.

(seal)

CONTRACTOR (CORPORATION) – TYPE

By: _____
President

By _____
Secretary/Treasurer

NOTE: SIGNATURE OF CORPORATE OFFICIALS MUST BE NOTARIZED.

Subscribed and sworn to before me
this _____ day of _____, 2024.

Notary Public _____

SURETY'S NAME-TYPE

Mailing Address_____

By: _____
Name

Title _____

NOTE: SIGNATURE OF SURETY MUST BE NOTARIZED.

Subscribed and sworn to before me
this _____ day of _____, 2024.

Notary Public _____

(seal)

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____) SS

being first duly sworn deposes and says that he is _____ (sole owner, a partner, president, etc.) of _____ the party making the foregoing bid; that such bid is not made in the interest of or behalf of any undisclosed person, partnership, company, association, organization or corporation, that such bid is genuine and not collusive or a sham, that said bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or that anyone shall refrain from bidding, that said bidder has not in any manner, directly or indirectly sought by agreements, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix the overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not, directly or indirectly submitted his 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 in connection, organization, bid depository, or to any member or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: _____

Title: _____

Subscribed and sworn to before me
this _____ day of _____, 2024.

Notary Public _____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
EXHIBIT 12-E

The bidder _____, proposed subcontractor(s) _____, hereby certifies that he/she has _____ has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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

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

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

DEBARMENT AND SUSPENSION CERTIFICATION
EXHIBIT 12-E

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

NAME OF CONTRACTOR

ADDRESS: _____

SIGNATURE: _____

DATE: _____

NON-LOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS
EXHIBIT 12-E

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

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

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

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

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

NAME OF CONTRACTOR

ADDRESS: _____

SIGNATURE: _____
DATE: _____

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.

DISCLOSURE OF LOBBYING ACTIVITIES

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

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

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
---	---	---

4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____
---	--

6. Federal Department/Agency: 8. Federal Action Number, if known: 10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	7. Federal Program Name/Description: CFDA Number, if applicable _____ 9. Award Amount, if known: b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)
--	--

(attach Continuation Sheet(s) if necessary)	
11. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____

12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____	
---	--

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

(attach Continuation Sheet(s) if necessary)

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

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

Signature: _____	Date: _____
Print Name: _____	
Title: _____	
Telephone No.: _____	

Authorized for Local Reproduction

Federal Use Only:

Standard Form LLL Rev. 09-12-97

Authorized for Local Reproduction
Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee 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 "Sub awardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to

influenced the covered federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

CITY OF IMPERIAL

**STPL 5134(032)
ATEN BLVD. REHABILITATION PROJECT
BETWEEN VILORE WAY AND OLD SR-86
BID NO. 2026-xx**

**THIS FORM MUST BE FULLY COMPLETED AND INCLUDED WITH THE BID
DOCUMENTS OR THE BID SHALL BE NON-RESPONSIVE.**

DESIGNATION/CERTIFICATION OF ASPHALT-RUBBER BINDER APPLICATOR(S)

BIDDER proposes to have Asphalt-Rubber **BINDER** for **ARAM** (application) applied by:

Name/Address

This section shall be completed even if the bidder plans to apply Asphalt-Rubber binder with its own equipment and labor forces. Name above must be actual company applying Asphalt-Rubber binder on the roadway.

Bidder shall attach to this form copies of all required air pollution control district or air quality management district current final permit to operate (PTO) documents (not temporary, experimental, research, expired, and/or authority to construct (ATC)) which allow the operation of the specific equipment to be used to control emissions during the application of Asphalt-Rubber binder on the roadway (the Application). The Application, in a manner conforming with these projects specifications, has been indisputably determined to be in non-compliance with California air quality regulations limiting opacity of emissions, unless a permitted emission control device is used during the Application to directly remove emission occurring during the Application. It is for that device, which may be described as an air filter, custom air pollution control system, portable air pollution control, opacity control unit, emission control unit, consisting of collection hood and 3-stage oil mist filter system, or other similar description for which a copy of a current final PTO must be provided from the local air pollution control district or air quality management district.

If the bidder fails to fully complete this portion of the bid and provide the foregoing documentation, the bid is non-responsive and shall be rejected.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the law of the State of California that I have read and understand the requirements contained in this form. I further certify that all information provided in response to this form is true and accurate to the best of my knowledge and belief.

Print Name, Title

Signature of Bidder

Date

**DESIGNATION/CERTIFICATION OF ASPHALT-RUBBER AND AGGREGATE
MEMBRANE CONTRACTOR AND/OR SUBCONTRACTOR(S).**

**THIS FORM MUST BE INCLUDED AND FULLY COMPLETED WITH THE BID OR
THE BID SHALL BE CONSIDERED NON-RESPONSIVE**

Bidder proposes to have the ARAM installed by:

(Insert name of contractor/sub-contractor above)

This section shall be completed even if the apparent low bidder plans to produce and install ARAM with its own forces. Name of contractor and/or subcontractor(s) shall be the actual company(ies) applying the binder and aggregate.

For any bid to be considered responsive, performance criteria must be demonstrated on five separate projects performed by the same contractor or subcontractor(s) designated above, and with equivalent aggregate and binder proposed for the ARAM in this bid. Five years shall have elapsed since completion of the ARAM surface installation on each project, and the projects shall be located in Southern California in areas or regions which have documented National Weather Service maximum air temperatures of above 105°F during June, July, August, and September for a minimum of 40 days on a three year average annual basis. To be considered a valid representative project, bidder must submit the name of the project, owner agency, agency representative's name and phone number, and a list of streets with limits totaling at least 1 mile (based on full width) in length for each project and the date the project was actually performed. A project will be considered a valid representative project if asphalt emulsion spray application was originally placed with or without an application of sand, within 15 calendar days of the application of ARAM. Any other cover coat or course on the ARAM will cause the ARAM to be considered invalid as a representative project. ARAM on all projects must show insignificant raveling (loss of rock) and insignificant flushing (binder migration to the surface) at the time of inspection between the bid date and the date of award of the current project by the Agency soliciting bids for this current project. Bidder shall verify any proposed representative projects prior to listing a subcontractor(s) with such projects, or the bid shall be considered non-responsive. If the Bidder cannot list in the space provided five projects that meet the criteria specified herein that were performed by the proposed ARAM contractor or subcontractor(s), the bid shall be considered non-responsive.

REPRESENTATIVE ARAM PROJECTS

**THIS FORM MUST BE INCLUDED AND
FULLY COMPLETED WITH THE BID
OR
THE BID SHALL BE CONSIDERED NON-RESPONSIVE**

Name of Project No.1: _____ Date Completed: _____

Agency _____ Agency Contact: _____

Phone: _____ Approx. Length of ARAM (Full Width): _____

Name of Project No.2: _____ Date Completed: _____

Agency _____ Agency Contact: _____

Phone: _____ Approx. Length of ARAM (Full Width): _____

Name of Project No.4: _____ Date Completed: _____

Agency _____ Agency Contact: _____

Phone: _____ Approx. Length of ARAM (Full Width): _____

Name of Project No.4: _____ Date Completed: _____

Agency _____ Agency Contact: _____

Phone: _____ Approx. Length of ARAM (Full Width): _____

Name of Project No.5: _____ Date Completed: _____

Agency _____ Agency Contact: _____

Phone: _____ Approx. Length of ARAM (Full Width): _____

Signature of Bidder

Title

Date

CITY OF IMPERIAL

PROPOSAL BID SHEET

Page 1 of 3

FOR
“P” STREET REHABILITATION PHASE I BETWEEN ATEN BLVD AND ROSARITO
DR
BID NO. 2026-XX

Item No.	Description	Units	Estimate Quantity	Unit Price	Amount
1	MOBILIZATION /BONDS / INSURANCES	LS	1.00		
2	PREPARATION / IMPLEMENTATION OF TRAFFIC CONTROL PLANS & CONSTRUCTION AREA SIGNS.	LS	1.00		
3	SWPPP PERMIT/SWPPP IMPLEMENTATION	LS	1.00		
4	CONSTRUCTION STAKING	LS	1.00		
5	EXISTING SURVEY MONUMENT TO BE REESTABLISHED AFTER CONSTRUCTION W/MADE IN AMERICA MONUMENT WELL PER CITY STD DETAIL NO. 515. INCLUDES COLLECTING FIELD SURVEY INFORMATION BEFORE START CONSTRUCTION, RESTORATION OF SURVEY MONUMENT AFTER CONSTRUCTION AND REGISTRATION OF A CORNER RECORD IN THE OFFICE OF THE IMPERIAL COUNTY SURVEYOR.	LS	1.00		
6	GEOTECHNICAL TESTING FOR QUALITY CONTROL	LS	1.00		
7	DOUBLE ADJUST MANHOLE COVERS. EXISTING MANHOLE FRAME/COVER TO BE LOWERED 0.30' BEFORE PAVING. AFTER PAVING ADJUST MANHOLE FRAME/COVER TO 3/8" BELOW GRADE AND INSTALL A PCC CONCRETE RING ONE-FOOT WIDE AND ONE-FOOT DEEP AROUND THE MANHOLE FRAME/COVER. CONCRETE COMPRESSIVE STRENGTH SHALL BE A MINIMUM OF 4,500 PSI. FOR SPECIFIC INFORMATION, SEE CITY STD DETAILS NO. 200 & NO. 300.	LS	1.00		

Item No.	Description	Units	Estimate Quantity	Unit Price	Amount
Page 2 of 3 FOR “P” STREET REHABILITATION PHASE I BETWEEN ATEN BLVD AND ROSARITO DR BID NO. 2026-XX					
8	DOUBLE ADJUST WATER VALVE COVERS. EXISTING WATER VALVE COVERS TO BE LOWERED 0.30' BEFORE PAVING. AFTER PAVING, ADJUST WATER VALVE COVERS TO 1/2" BELOW GRADE AND INSTALL A PCC CONCRETE RING 8-INCH WIDE AND 8-INCH DEEP AROUND THE WATER VALVE COVERS PER CITY STD DETAIL NO 508.	LS	1.00		
9	INSTALL DIG OUTS IN DESIGNATED AREAS. INCLUDES REMOVAL AND DISPOSAL OF EXISTING ASPHALT AND CLASS II BASE, AS WELL AS PLACEMENT OF A 3- INCH THICK LAYER OF ½" HOT MIX ASPHALT TYPE A OVER 9 INCHES OF CLASS 2 BASE.	LS	1.00		
10	GRINDING/COLD PLANE OF TOP 1.5" OF EXISTING A.C. PAVEMENT ON DESIGNATED SURFACES. GRINDINGS SHALL BE DISPOSED AND "STOCKPILED" AT THE FOLLOWING LOCATION: CITY OF IMPERIAL SHOP SITE LOCATED AT 14TH AND NORTH "N" STREET.	SF	127,270		
11	INSTALATION OF 3/4" AC LEVEL COURSE: 1/2" HMA TYPE A /INCLUDING SS1H TACK COAT	SF	127,270		
12	INSTALLATION OF 3/8" ASPHALT RUBBER AGGREGATE MEMBRANE (ARAM)	SF	127,270		
13	INSTALLATION OF 1.5" ASPHALT RUBBER HOT MIX - GAP GRADED (ARHM-GG) PAVEMENT.	TON	1,154		
14	THERMOPLASTIC PAVEMENT STRIPING / RAISED MARKERS AND SIGNAGE PER PLAN.	LS	1.00		
	TOTAL BID PROPOSAL =				\$

CITY OF IMPERIAL
PROPOSAL BID SHEET Page 3 of 3

FOR
STPL 5134(032)
“P” STREET REHABILITATION PHASE I BETWEEN ATEN BLVD AND ROSARITO
DR
BID NO. 2026-XX

NOTE 1: THE ESTIMATED QUANTITIES INDICATED ABOVE ARE APPROXIMATE. THE ENGINEER WILL NOT ASSUME RESPONSIBILITY FOR THE QUANTITIES ILLUSTRATED IN THE PROJECT PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH THE QUANTITIES.

NOTE 2: THE LOWEST RESPONSIVE BID WILL BE BASED ON THE LOWEST TOTAL BID PROPOSAL.

TOTAL AMOUNT OF BID PROPOSAL (NUMBERS)_____

TOTAL AMOUNT OF BID PROPOSAL (WORDS)_____

Note: The estimated quantities listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of the work, but the accuracy of these figures is not guaranteed, and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

Bidder's Name and Telephone Number

This Page Intentionally Left Blank

This Page Intentionally Left Blank

VERIFICATION OF COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

Per California Executive Order N-6-22, the City of Imperial is required to assure that all contractors doing business with the City of Imperial are in compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any. Please execute this document to verify your current compliance with Executive Order N-6-22 and to ensure that this project will be in compliance with Executive Order N-6-22.

NOTICE: Having conducted a good faith review, I attest that the person/entity submitting this bid is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any. Further, I attest that I am aware of Executive Order N-6-22 and agree monitor the project to ensure the project remains in compliance with Executive Order N-6-22.

BIDDER

Note that responses may be subject to disclosure under the California Public Records Act. Accordingly, it is within the discretion of the respondent to determine what information to provide. Additionally, please do not include any confidential information or disclosures that could pose security risks.

BID PROPOSAL

IN WITNESS WHEREOF, BIDDER executes and submits this bid proposal with the names, titles, hands, and seals of all forenamed principals this _____ day of _____, 2024.

Bidder: _____

By: _____

Title: _____

Subscribed and sworn to this _____ day of _____, 2024.

NOTARY PUBLIC _____

AGENCY acknowledges this proposal was received and opened at the time and in the place specified, and that it was accompanied by the required guarantee in the amount of ten percent (10%) of the total bid.

By: _____

Title: _____

CONTRACT DOCUMENTS

CITY OF IMPERIAL
CONSTRUCTION SERVICES AGREEMENT

This CONSTRUCTION SERVICES AGREEMENT ("Agreement"), is made and effective _____, by and between City of Imperial, a municipal corporation ("AGENCY"), and [insert contractor name], a [sole proprietorship, partnership, limited liability partnership, corporation] ("CONTRACTOR"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in this Agreement and shall furnishing all materials, equipment, tools, labor and incidentals as required by the Plans, Specifications and Contract Documents. The work to be performed includes the following activities for this contract:

Grind and overlay in the area per the Improvement Plans, installation of ¾" asphalt leveling course, installation of asphalt-rubber aggregate membrane (ARAM), installation of gap-graded asphalt rubber hot mix (ARHM), utility adjustments, installation of thermoplastic striping, and traffic control around the construction zones. All work to be completed within existing City of Imperial public right of way.

The scope of work includes, prior to the start of construction, the coordination between the City of Imperial and the Contractor for the compliance and implementation of the Project Environmental Conditions listed on Appendix B.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the AGENCY, the Construction Manager, the Architect, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the AGENCY, the Construction Manager, or the Architect on account of delay, hindrance, interference or other events caused by a separate contractor.

II. TIME FOR PROJECT COMPLETION

All of CONTRACTOR's work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule. All work shall commence no later than ten (10) calendar days after receiving a written Notice to Proceed from the AGENCY or Construction Manager, if a Construction Manager is employed by AGENCY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations. The aggregate sum total work of all individual Prime Contractors to

the AGENCY comprises the entire "Project" and shall be commenced and completed in conformance with the Project Construction Schedule.

The entire Project shall be completed within **Thirty (30) consecutive calendar days.**

III. THE CONTRACT SUM

The AGENCY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of _____ (\$____.00).

IV. PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the CONTRACTOR and Certificates for Payment issued by the Architect, the AGENCY shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the General Conditions.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.]

V. RETENTION OF SECURITIES

Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of the CONTRACTOR.

VI. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

CONTRACTOR shall indemnify, defend with legal counsel approved by AGENCY, and hold harmless AGENCY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the AGENCY. Should conflict of interest principles preclude a single legal counsel from representing both AGENCY and CONTRACTOR, or should AGENCY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the AGENCY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the AGENCY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the

CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether 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 AGENCY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless AGENCY for liability attributable to the active negligence of AGENCY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where AGENCY is shown to have been actively negligent and where AGENCY'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 AGENCY.

VII. PREVAILING WAGES

- A. In accordance with the provisions of Labor Code §§1770 to 1781, the City Council of The City of Imperial has adopted the latest publication of the General Prevailing Wage Rates entitled, "State of California, Department of Transportation, Equipment Rental Rates and General Prevailing Wage Rates."
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
 - 1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
 - 2. Section 1777.4 - Apprenticeship Requirements.
 - 3. Section 1777.5 - Apprenticeship Requirements.
 - 4. Section 1813 - Penalty for Failure to Pay Overtime.
 - 5. Sections 1810 and 1811 - Working Hour Restrictions.
 - 6. Section 1775 - Payroll Records.
 - 7. Section 1773.8 - Travel and Subsistence Pay.

VIII. RECORD AUDIT

In accordance with Government Code, Section 8546.7, records of both the AGENCY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

IX. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the AGENCY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Architect.

X. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from AGENCY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the AGENCY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the AGENCY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the AGENCY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the AGENCY, or the CONTRACTOR shall pay the AGENCY the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the AGENCY.

XI. INSURANCE

Prior to the beginning of and throughout the duration of the Work, CONTRACTOR and its subcontractors shall 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 herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

A. CONTRACTOR shall provide the following types and amounts of insurance:

Without limiting CONTRACTOR's indemnification of AGENCY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and, in a form, satisfactory to AGENCY.

General liability insurance. CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been

amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

Automobile liability insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. [Optional depending on limits required] CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer’s liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers’ compensation insurance. CONTRACTOR shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

CONTRACTOR shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a CONTRACTOR’s Pollution Liability form or other form acceptable to AGENCY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Builder’s risk insurance. Upon commencement of construction and with approval of AGENCY, CONTRACTOR shall obtain and maintain builder’s risk insurance for the

entire duration of the Project until only the AGENCY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and AGENCY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to AGENCY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the AGENCY. The AGENCY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to Agency to ensure adequacy of terms and sublimits and shall be submitted to the Agency prior to commencement of construction.

Other provisions or requirements

Proof of insurance. CONTRACTOR shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by AGENCY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. AGENCY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by

a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Products/completed operations coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The AGENCY, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR or AGENCY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, AGENCY may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the AGENCY's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against AGENCY and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. 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, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the AGENCY requires and shall be

entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages 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 AGENCY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONTRACTOR agrees to ensure that its subconsultants, 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 and endorsements 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 section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Agency's right to revise requirements. The AGENCY 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 a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the AGENCY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

Timely notice of claims. CONTRACTOR shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XII. CONTRACTOR'S LICENSE

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

XIII. REGISTRATION REQUIREMENTS

Pursuant to Section 1771.1(a) of the Labor Code:

“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 any contract for public work, as defined in this chapter, unless currently registered and qualified to 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.”

CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

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.

The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the AGENCY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

XIV. CORPORATION IN GOOD STANDING

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____ whose title is _____, is authorized to act for and bind the corporation.

XV. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

XVI. SUBSURFACE HAZARDOUS MATERIALS

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the AGENCY in writing of any:
 - 1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
 - 2. Subsurface or latent physical conditions at the site differing from those indicated.
 - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the AGENCY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the AGENCY will issue a change order under the procedures described in the General Conditions.
- C. In the event that a dispute arises between the AGENCY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

XVII. LIQUIDATED DAMAGES

Pursuant to Government Code Section 53069.85, if work is not completed within the contract time or in strict accordance with the Project Schedule, it is understood, acknowledged and agreed that the AGENCY will suffer damage. It is therefore agreed that the CONTRACTOR shall pay to the AGENCY the sum of: \$1,000.00 for each and every calendar day of delay beyond the Contract Time, or beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual Contract activity.

CONTRACTOR expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the CONTRACTOR does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule. If the AGENCY accepts work or makes any payment under this Agreement after a default by reason of delays, the acceptance of such work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding Contract Time, a completion schedule, the Project Schedule or the accrual of liquidated damages. In the event the same is not paid, the CONTRACTOR further agrees that the AGENCY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under the Agreement. This Article does not exclude recovery of damages under provisions of the Contract Documents and is expressly in addition to the AGENCY's ability to seek other damages.

CONTRACTOR is to refer to Section II of this AGREEMENT for Project Construction Schedule for duration of individual activities. Liquidated damages may be assessed if any individual activity duration exceeds the time indicated for that activity on the Project Construction Schedule.

XVIII. CLAIM PROCEDURES UNDER PUBLIC CONTRACT CODE SECTION 9204

CONTRACTOR shall comply with the procedure set forth in Public Contracts Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement, and/or 3) payment of an amount disputed by the AGENCY under this Agreement.

XIX. COMPONENT PARTS OF THE CONTRACT

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- 6.1 Invitation for Bids/Advertisement.
- 6.2 Proposal Requirements.
- 6.3 General Conditions
- 6.4 Supplemental General Conditions (State)
- 6.5 Specifications
- 6.6 Special Provisions

- 6.7 Proposal Bid Form
- 6.8 Bid Bond
- 6.9 Proposal Agreement
- 6.10 Agreement
- 6.11 Faithful Performance Bond
- 6.12 Labor and Material Bond
- 6.13 Workers' Compensation Insurance Certification
- 6.14 Subcontractor's Listing
- 6.15 Noncollusion Affidavit
- 6.16 Drug and Alcohol Testing Requirements
- 6.17 Corporate Certification or Partnership Information
- 6.18 Contractor's Certification of Qualification
for License Classification

All of the above-named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above-named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

The Contract Documents may only be amended by Change Order as provided in section 1-20 of the General Conditions.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

XX. ENTIRE CONTRACT

AGENCY and CONTRACTOR each bind itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns and legal representative in respect of all covenants, agreements and obligations contained in the Contract Documents.

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

CONTRACTOR

[Name of Contractor]

AGENCY

City of Imperial

By: _____

By: _____

Title: _____

Dennis Morita, City Manager

Date: _____

Date: _____

ATTEST:

Kristina Shields, City Clerk

APPROVED AS TO FORM:

By: _____
Katherine Turner, City Attorney

CONTRACT PERFORMANCE BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the CITY OF IMPERIAL (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Contractor"), an agreement for the work described as follows:

STPL 5134(032)
"P" STREET REHABILITATION PHASE I BETWEEN ATEN BLVD AND
ROSARITO DR
BID NO. 2026-XX

(hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____,

_____ a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Imperial in the sum of _____ Dollars (\$ _____)

said sum being not less than one hundred percent (100%) of the total amount payable by the said Obligee under the terms of the said Contract, for which amount will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the bounden Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will and truly keep and perform the covenants, conditions and agreements in the said Contract and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the one year guarantee of all materials and workmanship; and indemnify and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in 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 Contract or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, each shall pay Obligee's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

IN WITNESS WHEREOF, we have hereunto set our hands and seals
this _____ day of _____, 2024.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____
Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$ _____

(The above must be filled in by corporate surety).

IMPORTANT: Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or
representative for service of
process in California if
different from above)

(Telephone Number of Surety
and agent or representative
for service of process in

California).

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

On this _____ day of _____, in the year 2024, before me,
_____, a Notary Public in and
for said State, personally appeared _____
_____, known to me to be the person whose name is subscribed to the within
instrument as the Attorney-in-Fact of the _____
_____ (Surety) thereto and his
own name as Attorney-in-Fact.

Notary Public in and for said State

(SEAL)

My Commission expires: _____

NOTE: A copy of the power of attorney to local representatives of the bonding company
must be attached hereto.

PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Imperial (sometimes referred to hereinafter as "Obligee") has awarded to(hereinafter designated as the "Contractor"), an agreement dated _____, described as follows:

STPL 5134(032)
"P" STREET REHABILITATION PHASE I BETWEEN ATEN BLVD AND
ROSARITO DR
BID NO. 2026-XX

(hereinafter referred to as the "Contract"): and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to Section 3247 of the California Civil Code;

NOW, THEREFORE, We, _____,
the undersigned Contractor, as Principal; and _____,
a corporation organized and existing under the laws of the State of _____,
and duly authorized to transact business under the laws of the State of California, as
Surety, are held and firmly bound unto the City of Imperial and to any and all persons,
companies or corporations entitled to file stop notices under Section 3181 of the California
Civil Code, in the sum of _____ Dollars (\$_____)

said sum being not less than one hundred percent (100%) of the total amount payable by
the said Obligee under the terms of the said Contract, for which payment will and truly to be
made, we bind ourselves, our heirs, executors and administrators, successors and assigns,
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if said Contractor, his or its
heirs, executors, administrators, successors or assigns, or Sub-contractors, shall
fail to pay for any materials, provisions or other supplies, implements, machinery
or power used in, upon for or about the performance of the Public Work
contracted to be done, or to pay any person for any work or labor of any kind, or
for bestowing skills or other necessary services thereon, or for amounts due
under the Unemployment Insurance Code with respect to such work or labor, or
for any amounts required to be deducted, withheld, and paid over to the
Employment Development Department from the wages of employees of paid
Contractor and his Subcontractors pursuant to Section 13020 of the
Unemployment Insurance Code with respect to such work and labor as required
by the provisions of Section 3247 through 3252 of the Civil Code, the Surety or
Sureties hereon will pay for same in an amount not exceeding the sum specified
in this bond, otherwise the above obligation shall be void. In addition to the
provisions hereinabove, it is agreed that this bond will inure to the benefit of any
and all persons, companies and corporations entitled to serve stop notices under
Section 3181 of the Civil Code, so as to give a right of action to them or their
assigns in any suit brought upon this bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of
time, alteration or additions to the terms of the said Contract 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 Contract or to the work or to the
Specifications.

No final settlement between the Obligee and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Obligee's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ day of _____, 2024.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY: _____

By: _____
Attorney-in-Fact

IMPORTANT: Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California if different from above)

(Telephone Number of Surety and agent or representative for service of process in California).

STATE OF CALIFORNIA

)
) ss.

COUNTY OF _____)

On this _____ day of _____, in the year 2024, before me,
_____, a Notary Public in and
for said State personally appeared _____
_____, known to me to be the person whose name is subscribed to the within
instrument as the Attorney-in-Fact of the _____(Surety) and
acknowledged to me that he subscribed the name of the _____
_____(Surety) thereto and his own name as Attorney-in-Fact.

Notary Public in and for said State

(SEAL)

My Commission expires: _____

Note: A copy of the power of attorney to local representatives of the bonding company
must be attached hereto.

GENERAL LIABILITY ENDORSEMENT

CITY OF IMPERIAL
420 S. Imperial Ave.
Imperial, CA 92251

A. POLICY INFORMATION

Endorsement # _____

1. Insurance Company: _____

Policy Number: _____

2. Policy Term: (From) _____ (To) _____

Endorsement Effective Date: _____

3. Named Insured: _____

4. Address of Named Insured: _____

5. Limit of Liability Any One Occurrence/Aggregate:
\$ _____

6. Deductible or Self-Insured Retention (Nil unless otherwise specified):
\$ _____

7. Coverage is equivalent to:

Comprehensive General Liability form GL0002 _____

Commercial General Liability "Occurrence" form CG0001 _____

8. Bodily Injury and Property Damage Coverage is: _____ "occurrence"

Note: The City of Imperial standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage is not acceptable. If commercial general liability form or equivalent is used, the general aggregate must apply separately to this location/project or the general aggregate must be twice the occurrence limit.

9. Description of Project: _____

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** As respects any work performed on the above-described Project, the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers, and volunteers are included as insured with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the Named Insured on the above-described Project for or on behalf of the City of Imperial; or (b) products sold by the Named Insured to the City of Imperial for use on the Project; or (c) premises leased by the Named Insured from the City of Imperial, the insurance afforded by this policy shall be primary insurance as respects the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers, or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured schedule underlying primary coverage. In either event, any other insurance maintained by the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers, or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - (1) Insurance Services Office form number GL 0002 (Ed. 1/73), Comprehensive General Liability Insurance and Insurance Services Office form number GL 0404 Broad Form Comprehensive General Liability endorsement; or
 - (2) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001; or
 - (3) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding sections (1) and (2).
4. **SEVERABILITY OF INTEREST.** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made, or a suit is brought, except with respect to the Company's limit of liability.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City Imperial, its elected or appointed officer, officials, employees, consulting engineers or volunteers.
6. **CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City of Imperial. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

ATTN: _____
(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)

(Telephone Number)

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____, warrant that I have authority to bind the
(print/type name) listed Insurance company and by my
signature hereon do so bind this
company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (Original Signature required on
endorsement furnished to the City of Imperial)

ORGANIZATION: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

AUTOMOBILE LIABILITY ENDORSEMENT

CITY OF IMPERIAL
420 S. Imperial Ave.
Imperial, CA 92251

A. POLICY INFORMATION

Endorsement # _____

1. Insurance Company: _____
Policy Number: _____
2. Policy Term: (From) _____ (To) _____
Endorsement Effective Date: _____
3. Named Insured: _____
4. Address of Named Insured: _____
5. Limit of Liability Any One Occurrence/Aggregate
\$ _____
6. Deductible or Self-Insured Retention (Nil unless otherwise specified):

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** The City of Imperial, its elected or appointed officers, officials, consulting engineers, employees and volunteers are included as insured with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers or volunteers.
2. **CONTRIBUTION NOT REQUIRED.** As respects work performed by the Named Insured for or on behalf of the City of Imperial, the insurance afforded by this policy shall:

(a) be primary insurance as respects the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers or volunteers;

or

(b) stand in an unbroken chain of coverage in excess of the Named Insured's primary coverage. In either event, any other insurance maintained by the City of Imperial, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. SCOPE OF COVERAGE. This policy, if primary, affords coverage to the Named Insured at least as broad as:

(1) Insurance Services Office form number CA 00001 (Ed. 1/78), Code 1 ("any auto") and endorsement CA 0025.

(2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).

4. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made, or a suit is brought, except with respect to the Company's limit of liability.

5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City of Imperial, its elected or appointed officer, officials, employees, consulting engineers or volunteers.

6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City of Imperial. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

ATTN: _____
(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)

(Telephone)

**D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE
OF THE INSURER**

I, _____, warrant that I have authority to bind the
 (print/type name) listed Insurance Company and by my
signature hereon do so bind this
company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (Original Signature required on
endorsement furnished to the City of Imperial)

ORGANIZATION:_____

TITLE:_____

ADDRESS:_____

TELEPHONE:_____

WORKER'S COMPENSATION/EMPLOYERS LIABILITY
ENDORSEMENT

CITY OF IMPERIAL
420 S. Imperial Ave.
Imperial, CA 92251

A. POLICY INFORMATION Endorsement # _____

1. Insurance Company: _____
Policy Number: _____
2. Effective Date of This Endorsement: _____
3. Named Insured: _____
4. Employer's Liability Limit (Coverage B) _____

B. POLICY AMENDMENTS

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. CANCELATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City of Imperial. Such notice shall be addressed as shown in the heading of this endorsement.
2. WAIVER OF SUBGROGATION. The Insurance Company agrees to waive all rights of subrogation against the City of Imperial, its elected or appointed officers, officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the City of Imperial.

C. **SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE
OF THE INSURER**

I, _____, warrant that I have authority to bind the
(print/type name) listed Insurance company and by my
signature hereon do so bind this
company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (Original Signature required on
endorsement furnished to the City of Imperial)

ORGANIZATION: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

CITY OF IMPERIAL

GENERAL SPECIFICATIONS

FOR
STPL 5134(032)
“P” STREET REHABILITATION PHASE I BETWEEN ATEN BLVD AND
ROSARITO DR
BID NO. 2026-XX

SCOPE OF WORK

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the contract documents to construct the above stated project, consisting of:

The work consists generally of the Removal of existing striping and signs, Installation of high visibility Class II Bike thermoplastic striping, traffic signs and traffic control around the construction zones. All work to be completed within existing City of Imperial public right of way.

LOCATION OF WORK

1. “P” STREET FROM ATEN BLVD TO ROSARITO DR, AS ILLUSTRATED ON CONSTRUCTION PLANS.

TIME OF COMPLETION

The Contractor shall complete all work in every detail within **Thirty (30) consecutive calendar days** after the date of the Notice to Proceed, exclusive of maintenance periods.

TRAFFIC REQUIREMENTS

All streets must remain open to public traffic. Temporary street and/or sidewalk closures may be made with the prior approval of the City Engineer.

UTILITY REQUIREMENTS

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with an approximate location of their substructures in the construction area when the Contractor gives at least 48 hours notice to the Underground Service Alert by calling 1-800-422-4133. Contractor shall contact USA as specified and shall provide the City with proof of contact with USA upon request.

The Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The utility companies listed below can be contacted as indicated.

1. Imperial Irrigation District: Ignacio Romo, (760) 482-3426
2. Southern California Gas: Joe Montenegro, (760) 352-6100
3. SBC - Telephone Company: Mike Ormond, (760) 337-3358
4. Time Warner (cable TV): Keith Johnson, (760) 352-8835
5. County Public Works Department: Veronica Atondo, Deputy Director, (442) 265-1818
6. City of Imperial Public Services: Jackie Loper, (760) 355-3336
8. Community Development Director: Othon Mora, (760) 355-1152

The Contractor shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not and shall assume full responsibility for all damage resulting from his operations. The Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the construction period and shall be responsible for preparation and processing of any required plans or permits. The Contractor shall assume full responsibility to maintain uninterrupted service for all utilities, including temporary service connections. Payment for protection in place shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

FLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface or other waters may be encountered at various times and locations during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that he has investigated the risk arising from such waters and has prepared his bid accordingly, and Contractor, by submitting a bid, assumes all of said risk.

The Contractor shall conduct his operations in such a manner that storm, or other waters may proceed uninterrupted along their existing street or drainage courses. Diversion of water for short reaches to protect construction in progress will be permitted if public and/or private properties, in the opinion of the Engineer, are not subject to the probability of damage. The Contractor shall obtain written permission from the applicable public agency or property owner before any diversion of water outside of street right of way will be permitted.

REMOVAL OF WATER / DEWATERING

The Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. Dewatering for the pipelines shall commence when ground water is first encountered and shall be continuous until such time as the excavated area or trenches are properly backfilled. Dewatering shall be accomplished by well points or some other method which will insure a preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the Engineer.

Disposal of water from dewatering operations shall be the sole responsibility of the Contractor. Disposal methods shall conform to the Porter-Cologne Water Quality Control Act, 1974, the Federal Water Pollution Control Act Amendments of 1972, and the California Administrative Code, Title 23, Chapter 3.

Full compensation of dewatering shall be considered as included in the contract prices paid for the related items of work, and no additional compensation will be allowed, therefore.

TRENCH EXCAVATION AND SHORING

For any contract for public works for excavation of any trench or trenches five (5) feet or more in depth, the Agency shall require submission by the Contractor and acceptance by the awarding body or by a Registered Civil or Structural Engineer 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. This plan shall be prepared by a Registered Civil or Structural Engineer.

Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the safety standards set forth by the State of California Safety Requirements. Nothing in this Section shall be construed to impose tort liability on the awarding body or any of its employees.

STANDARD SPECIFICATIONS

The Standard Specifications of the Agency are contained in the latest edition of the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California (The Greenbook).

Copies of these Standard Specifications are available from the publisher:

Building News, Incorporated
P.O. Box 3031 Terminal Annex
Los Angeles, California 90051
(213) 202-7775
<http://www.bnibooks.com>

The Standard Specifications set forth above will control the general provisions for this contract except as amended by the Plans, Special Provisions, or other contract documents.

The section numbers of the following Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment or elaboration, or specifying options, are called out.

In case of conflict between the Standard Specifications and the Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

References in the Special Provisions to Standard Plans shall mean the Standard Plans of the City of Imperial or another governing agency as specified.

Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in executing the contract.

WAGE RATES AND LABOR CODE REQUIREMENTS

Wage Rates

The Contractor and all Subcontractors shall be required to adhere to the higher of the Federal or State general prevailing rate of per diem wages as determined and published by Davis-Bacon or the State Director of the Department of Industrial Relations, pursuant to Sections 1770, 1773, and 1773.2 of the California Labor Code. Copies of these rates and the latest revisions thereto are on file in the Office of the Clerk of the Agency and are available for review upon request.

Attention is directed to the provisions of Sections 1774, 1775, 1776, 1777.5, and 1777.6 of the State Labor Code. Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the highest of either the federal or state prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum state wage rates to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all Subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures, and certain notices required of the Contractor pertaining to their location.

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprentice able occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprentice able trade and if other Contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

Clayton Act and Cartwright Act

Section 4551 of the State Government Code specifies that in executing a public works contract with the Agency to supply goods, services or materials, the Contractor or Subcontractors offers and agrees to assign to the Agency 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 Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. This assignment shall become effective when the Agency tender's final payment to the contractor without further acknowledgment by the parties.

CITY OF IMPERIAL SPECIAL PROVISIONS

For

STPL 5134(032) “P” STREET REHABILITATION PHASE I BETWEEN ATEN BLVD AND ROSARITO DR

BID NO. 2026-XX

MODIFICATIONS TO: STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

PART I - GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1-1 **DEFINITIONS.**

City	- City of Imperial
Board	- City Council
Caltrans	- California Department of Transportation
County	- County of Imperial
Engineer	- City Engineer
Federal	- United States of America
State	- State of California

SECTION 2 - SCOPE AND CONTROL OF THE WORK

2-1 **AWARD AND EXECUTION OF CONTRACT.**

Is amended as follows:

Within ten (10) working days after the date of the Notice of Award, the Contractor shall execute and return the following contract documents to the Agency:

- ~ Contract Agreement
- ~ Faithful Performance Bond
- ~ Payment Bond
- ~ General Liability Endorsement
- ~ Automobile Liability Endorsement
- ~ Worker's Compensation/Employers Liability Endorsement

Failure to comply with the above will result in annulment of the award and forfeiture of the Proposal Guarantee.

The Contract Agreement shall not be considered binding upon the City until executed by the authorized City officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the City, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-2 **CONTRACT BONDS.**

add the following:

Both the Faithful Performance Bond and the Payment Bond shall each be for not less than one hundred percent (100%) of the total contract amount. The Payment Bond shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The Faithful Performance Bond will not be released until one year after said date.

2-3 PLANS AND SPECIFICATIONS.

2-3.1 General.

the first paragraph is amended as follows:

The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the record conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

SECTION 3 - CHANGES IN WORK

3-1 CHANGES INITIATED BY THE AGENCY

3-1.1 General.

add the following:

The term "Contract Price" as specified herein shall serve to mean the total dollar value of the Contractor's original bid for all of the various items of work combined and shall not be construed to mean the subtotal shown for any singular item of work.

3-2 EXTRA WORK

3-2.1 Payment

3-2.2 Markup.

add the following as the first paragraph:

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers, and other personnel not working directly on the change order and pickup or yard trucks used by the above personnel. These costs shall not be reported as labor or equipment elsewhere except when actually performing work directly on the change order and then shall not be reported at the labor classification of the work performed.

SECTION 4 - CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 Test of Materials.

add the following:

TESTING LABORATORY SERVICES

All test which require the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing laboratory acceptable to the Engineer.

Samples and test specimens will be delivered to the testing laboratory by testing laboratory personnel. The testing laboratory shall perform all laboratory tests within a reasonable time.

Contractor shall furnish all sample materials and cooperate in the sampling and field-testing activities, interrupting the Work when necessary. When sampling or testing activities are performed in the field by Engineer, Contractor shall furnish personnel and facilities to assist in the activities as required.

The City shall not retain any testing laboratory against which Contractor has reasonable objection, and if at any time during the construction process the services become unacceptable to Contractor, Contractor may request in writing that such services be terminated.

The request must be supported with evidence of improper testing. If the Engineer determines that sufficient cause exists, the Engineer shall terminate the services and engage a different testing laboratory.

TRANSMITTAL OF TEST REPORTS

Written reports of tests and engineering data furnished by Contractor for Engineer's review of materials and equipment proposed to be used in the Work shall be submitted as specified for Shop Drawings.

The testing laboratory retained by the Engineer will furnish three copies of a written report of each test performed by laboratory personnel. Two copies of each test report will be transmitted to the engineer and one copy to the Contractor within three working days after each test is completed.

SECTION 5 - UTILITIES

5-1 LOCATION.

add the following paragraph:

The Contractor shall notify the utilities designated in the General Specifications at least 48 hours in advance of excavating around any of their structures.

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. *is amended as follows:*

The Contractor's proposed Construction Schedule shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Award of Contract. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and

acknowledged and setting forth the dates that each item will be delivered.

Prior to issuing the Notice to Proceed, the Engineer will schedule a pre-construction meeting with the Contractor to review the proposed Construction Schedule and delivery dates, arrange the utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic Progress Reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-2 TIME OF COMPLETION.

6-2.1 General.

add the following:

The time for completion shall be **Thirty (30) consecutive calendar days** from the issuance date of the Notice to Proceed.

6-2.2 Working Day.

is amended as follows:

The Contractor's activities shall be confined to the hours between 7:00 AM and 6:00 PM, Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior consent of the City of Imperial Planning and Development Department, except in emergencies involving immediate hazard to persons or property.

In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.

6-3 LIQUIDATED DAMAGES.

the last sentence is amended as follows:

For each consecutive calendar day in excess of the time specified, as adjusted in accordance with Subsection 6-6, for completion of the work the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of \$1,000.00 per day.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

add the following:

A noise level limit of 86 dbA at a distance of fifty feet (50') shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

7-2 LABOR.

7-2.2 Laws.

add the following:

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all Agency, State, and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

7-3 LIABILITY INSURANCE.

the entire Subsection is amended as follows:

7-3.1 Indemnification.

The Contractor shall indemnify and save harmless the CITY OF IMPERIAL and the County of Imperial from all claims or suits for damages arising from his prosecution of the contract work, as more fully described in Subsection 7-3.2 "Contractor's Liability".

The Contractor shall maintain during the life of the contract a protective liability policy. The policy shall provide for not less than the following amounts;

Bodily Injury	\$ 500,000	each person
	\$1,000,000	each accident
	\$1,000,000	aggregate products and completed operations
Property Damage	\$ 250,000	each accident
		Worker's Compensation Statutory

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the Agency shall be notified by registered mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than 30 days before expiration or cancellation is effective. The following statement shall be included on the insurance certificate:

"Additional Insured: The insurer agrees that the City and its City Council, and/or all City Council appointed groups, committees, boards and any other City Council appointed body, and/or elective and appointive officers, servants or employees of the City when acting as such are additional insured hereunder, for the acts of the insured, and such insurance shall be primary to any insurance of the City."

The Contractor agrees to protect, defend and indemnify the CITY OF IMPERIAL against loss, damage or expense by reason of any suit, claims, demands, judgments and causes of action caused by the Contractor, his employees, agents or any subcontractor or by any third party arising out of or in consequence of the performance of all or any operations covered by the Certificate of Insurance. The Contractor, at his option, may include such coverage under his Public Liability coverage.

7-3.2 Contractor's Liability.

The CITY OF IMPERIAL, its City Council, or the Engineer shall not be answerable or accountable in any manner, for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workmen or the public; or for damage to adjoining property from any because which might have been

prevented by the Contractor, or his workmen, or anyone employed by him; against all of which injuries or damages to persons and property the Contractor having control over such work must properly guard. The Contractor shall be responsible for any damage to any person or property resulting from defects or obstructions at any time before its completion and final acceptance, and shall indemnify and save harmless the CITY OF IMPERIAL, its City Council, and the Engineer from all suits or actions of every name and description, brought for, or on account of, any injuries or damages received or sustained by any person or persons, or by the Contractor, his servants or agents, in the construction of the work or by or in consequence of any negligence in guarding the same, in improper materials used in its construction, or by or on account of any act or omission of the Contractor or his agents, and so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such suits or claims for damages aforesaid.

If, in the opinion of the Engineer, the precautions taken by the Contractor are not safe or adequate at any time during the life of the Contract, he may order the Contractor to take further precautions, and if the Contractor shall fail to do so, the Engineer may order the work done by others and charge the Contractor for the cost thereof, such cost to be deducted from any moneys due or becoming due the Contractor. Failure of the Engineer to order such additional precautions, however, shall not relieve the Contractor from his full responsibility for public safety.

7-4 PERMITS.

the first sentence is amended as follows:

Prior to the start of any work, the Contractor shall take out the applicable Agency permits and make arrangements for Agency inspections. The Contractor and all subcontractors shall each obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or public utility. Payment for this work shall be included in the bid items of work and no additional compensation will be allowed. The City of Imperial will waive the City's usual encroachment permit fees.

The Contractor and all subcontractors shall each obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or public utility. Payment for this work shall be included in the bid items of work and no additional compensation will be allowed.

7-5 PUBLIC CONVENIENCE AND SAFETY.

7-5.1 Traffic and Access.

add the following:

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall notify all affected property owners of the proposed schedule a minimum of 48 hours, but not more than 72 hours, in advance of any limitation or closure of access to their property. Form of said notice shall be as approved by the Engineer and shall contain the date and time of the closure. In the event of delay, whether beyond the control of the Contractor or not, the Contractor shall notify all affected property owners as to the extent of the delay and his revised schedule. In the event of delay over 72 hours, the Contractor shall re-notify the property owners as described above. Payment for notification and coordination as per Section 7-10 as modified herein shall be included in the compensation paid for the various items of work and no additional compensation will be allowed.

7-5.2 Storage of Equipment and Materials in Public Streets.
add the following:

The Contractor shall assume full responsibility for any damage caused by stockpiling and shall repair same at his expense. The Contractor shall also be responsible for providing traffic control as required to protect the public from hazards caused by stockpiling within the right of way. Payment for the above, if any, will be deemed as included in the items of work and no additional compensation will be allowed.

The Contractor may, at his own expense, maintain and operate a work and storage area outside of the public right-of-way.

In such case the Contractor shall submit to Agency written authorization from the owners of the subject property prior to occupation. Occupation of site without written authorization shall be grounds for immediate suspension of work.

Location of site to be approved by Agency. Condition and operation of yard shall conform to these specifications. The Contractor shall assume full responsibility for all damage to the site resulting from his operations and shall repair and/or replace same, at his own expense, to the satisfaction of the owner of the subject property. The Contractor shall vacate site and return it to pre-project condition within five (5) working days following application for Notice of Completion. The Contractor shall obtain a written release from the property owner accepting the condition of the vacated site and releasing the Contractor from any further clean-up or restoration work and shall submit a copy of such release to Agency. The Notice of Completion will not be issued until said release is submitted.

7-5.3 Street Closures, Detours, and Barricades.
add the following:

The Contractor shall maintain the minimum traffic requirements designated in the General Specifications. It shall be the Contractor's responsibility to furnish a detailed detour signing and barricade plan for Agency approval.

The Contractor shall be responsible for providing temporary access to all driveways at the end of each workday.

The Contractor shall provide and maintain all other signs, barricades, pedestals,

flashers, delineators and other necessary facilities for the protection of the public within the limits of the construction area. He shall also post proper signs to notify the public regarding detours and the condition of the roadway, all in accordance with the provisions of the Vehicle Code and the current State of California Department of Transportation Manual of Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways.

The Contractor shall furnish competent flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warnings to the public of construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flagmen," of the Department of Transportation. The equipment shall be furnished and kept clean and in good repair by the Contractor, at his expense.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as provided, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor at his expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish any pay for these devices.

The Contractor shall distribute notices to all affected residents and businesses at the stated minimum time prior to the start of work:

Excavations, overlays and miscellaneous repairs – 36 hours

The Contractor shall also be required to post "Temporary No Parking" signs along the streets to be resurfaced during each working day, forty-eight (48) hours prior to resurfacing. The "NOTICES" and "Temporary No Parking" signs will be furnished by the Contractor.

The Contractor shall notify the following entities at least forty-eight (48) hours in advance of any street closure or restriction to access:

1. City of Imperial Engineering Division at 355-1152
2. Fire Department at (442) 265-3010
3. Imperial Police Dept. at 355-4327
4. Imperial County Sheriff's Dept.: (442) 265-2021
5. Imperial County Public Works Dept.: (442) 265-1818

Full compensation for conforming to this article shall be considered as included in the various items of work involved, and no additional compensation will be allowed, therefore.

7-5.4 Safety.

7-5.4.1 Safety Orders. *add the following:*

CONSTRUCTION SAFETY ORDERS

The Construction Safety orders of the State of California, Department of Industrial Relations, effective November 15, 1975, and as amended, shall be applicable to the work in this contract. The Contractor's special attention is directed to:

*****Article 6*****

Excavations, Trenches and Earthwork

*****Article 11*****

Traffic Control, Flagmen, Barriers and Warning signs; and

*****Article 28 *****

Miscellaneous Construction Equipment prior to the start of work, the Contractor will be required to obtain a permit from the Office of the Division of Occupational Safety and Health. The office serving the Imperial area is at 7807 Convoy court, Suite 140, San Diego, California 92111, Telephone Number; (619) 637-5534.

The Contractor shall provide the City Engineer's office with a copy of the permit prior to the start of excavation, and the permit shall be maintained on the job site at any timework requiring trenching or shoring operations exist.

Where excavation of any trench 5 feet or more in depth is required, the Contractor shall submit to the City Engineer for approval, in writing, two weeks in advance of excavations, a detailed plan showing the design of shoring bracing, sloping, protection of existing utilities, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench. If such plan varies from shoring system standards established by the Construction Safety Order. The plan shall be prepared by a Registered Civil or Structural Engineer.

Copies of said regulations are available from the documents Section, P.O. box 20191, Sacramento, California 95820. The cost of furnishing labor, tools, equipment, services and items required thereby shall be borne by the Contractor as part of this contract work and he shall not be entitled to additional compensation for compliance with said regulations.

7-6 PAYROLL RECORDS.
add the following paragraph:

Payroll records shall be submitted to the Agency by the tenth day of each month. Progress payments will be withheld pending receipt of any outstanding reports.

SECTION 8 - MEASUREMENT AND PAYMENT

8-1 Partial and Final Payment.
the last paragraph is amended as follows:

The closure date for periodic progress payments will be five (5) working days prior to the first Monday of each month.

The final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.

The full five percent (5%) retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion.

In conformance with the Public Contracts Code, Section 22300, the Contractor may substitute securities for any monies withheld by the Agency to secure performance under the contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Agency or with a State or Federally chartered bank as the escrow agent who shall pay such monies to the Contractor upon notification by Agency of Contractor's satisfactory completion of the contract. Actual pay quantity measurements will be done at the end of each working day and agreed upon by both the Contractor and the Engineer's representative.

The type of securities deposited, and the method of release shall be approved by the City Attorney's office.

8-1.1 Delivered Materials.

is amended as follows:

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress payment, subject to the discretion of the City Engineer.

8-1.2 Dewatering.

is amended as follows:

The Contractor may encounter groundwater or water from other sources during excavation. The Contractor shall provide and maintain at all times during construction, ample means and devices with which to promptly remove and properly dispose of all water from any source entering the excavations or other parts of the work. Dewatering shall be accomplished by methods, which will ensure a dry excavation and preservation of the final lines and grades of the bottoms of excavations.

Dewatering shall commence when groundwater is first encountered and shall be continuous until such times as water can be allowed to rise in accordance with the provisions of this section or other requirements.

Disposal of watering from dewatering operations shall be the sole responsibility of the Contractor. Disposal methods shall conform to the Porter-Cologne Water quality control Act, 1974, the Federal Water Pollution Control Act Amendment of 1972; and the California Administrating code, Title 23, Chapter 3.

The Contractor shall dispose of the water from the work in a suitable manner without damage to adjacent property. Conveyance of the water shall be such as to not interfere with traffic flow or other construction. No water shall be drained into work built or under construction without prior consent of the City Engineer.

Water shall be desanded before disposal in any storm drain system. The system used for desanding the water shall be a baffled structure and shall provide not less than five minutes detention time and shall have a "flow-through" velocity not exceeding 0.2 feet per second at the anticipated peak flow. The desanding box shall be cleaned as required to maintain the detention time and flow-through limitations specified above.

8-1.3 Mobilization.
is amended as follows:

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 and other facilities necessary for the work on this project; and for all work and operations which must be performed or cost incurred prior to beginning work on the various contract items on the project site.

The compensation paid for mobilization shall be full compensation for all costs incurred by the Contractor for doing all the work involved in mobilization as specified herein. Payment for mobilization will be included in the items of work listed in the **BID PROPOSAL**.

PART II – CONSTRUCTION MATERIALS

All CONSTRUCTION MATERIALS AND CONSTRUCTION METHODS shall be according to the latest edition of the State of California Department of Transportation (CALTRANS) Standard Specifications, CALTRANS Standard Drawings / Details, and, according to the CONSTRUCTION PROJECT PLANS called for in APPENDIX C.

PART III – STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREENBOOK") 2024 Edition

ASPHALT GRINDING AND OVERLAY SPECIFICATIONS

Asphalt Rubber Hot Mix (ARHM) – Section 203-11

203-11 ASPHALT RUBBER HOT MIX (ARHM).

203-11.1 General. Asphalt Rubber Hot Mix shall consist of a mixture of paving asphalt, asphalt modifier, crumb rubber modifier (CRM), and aggregate mixed in a central mixing plant.

203-11.2 Materials. The Contractor shall submit test reports and Certificates of Compliance conforming to 4-5 for the paving asphalt, asphalt modifier, and CRM to be used. When requested by the Engineer, the Contractor shall also submit samples of the tested material.

203-11.2.1 Paving Asphalt. Paving asphalt used for asphalt-rubber shall be PG 64-16, conforming to 203-1. Performance graded paving asphalts other than PG 64-16 may be used if so specified in the Special Provisions.

203-11.2.2 Asphalt Modifier. The asphalt modifier shall be a resinous, high flash point, aromatic hydrocarbon compound and shall conform to the requirements shown in Table 203-11.2.2. The asphalt modifier may be eliminated if approved by the Engineer.

TABLE 203-11.2.2

Property	ASTM Test Method	Value
Flash Point, C.L.O.C., °F (°C)	D92	405 (207) min
Viscosity, cSt @ 212°F (100°C)	D445	X ± 3*
Molecular Analysis		
Asphaltenes, percent by mass	D2007	0.1 max
Aromatics, percent by mass	D2007	55 min

* The symbol "X" is the viscosity of the asphalt modifier the Contractor proposes to furnish. The value "X" which the Contractor proposes shall be between the limits of 19 and 36 and shall be submitted in writing to the Engineer. Any proposed change requested by the Contractor in the value "X" shall require a new asphalt-rubber binder design.

203-11.2.3 Crumb Rubber Modifier (CRM).

203-11.2.3.1 General. CRM shall consist of a combination of scrap tire CRM and high natural CRM. Scrap tire CRM shall consist of ground or granulated rubber derived from any combination of automobile tires, truck tires or tire buffings. The high natural CRM shall consist of ground or granulated rubber derived from materials that utilize high natural rubber sources. Whole scrap tire CRM shall be derived from whole scrap tires generated within the State boundaries of the user agencies. The Certificate of Compliance shall contain a statement confirming conformance with this requirement. The high natural CRM may consist of blended CRM.

CRM shall be ground or granulated at ambient temperature. Cryogenically produced CRM particles which can pass through the grinder or granulator without being ground or granulated shall not be used. Cryogenic separation, if utilized, shall be performed separately from and prior to grinding or granulating. Steel and fiber separation may employ any method.

CRM shall not contain more than 0.01 percent of wire by weight and shall be free of all other contaminants, except fabric. Fabric shall not exceed 0.05 percent by weight of CRM. A Certificate of Compliance certifying these percentages shall be furnished to the Engineer.

CRM shall be dry and free-flowing and not produce foaming when combined with the blended paving asphalt and asphalt modifier mixture. Calcium carbonate or talc may be added up to a maximum of 3 percent by weight of CRM to prevent CRM particles from sticking together. CRM shall have a specific gravity range from 1.1 minimum to 1.2 maximum as determined by ASTM D297. Scrap tire CRM and high natural CRM shall be delivered to the production site in separate bags and shall be sampled and tested separately. Scrap tire CRM material shall conform to the chemical analysis requirements shown in Table 203-11.2.3.1 (A).

TABLE 203-11.2.3.1 (A):

CHEMICAL REQUIREMENTS FOR SCRAP TIRE CRM

Test	ASTM Test Method	Minimum	Maximum
Acetone Extract	D297	6.0%	16.0%
Ash Content	D297	—	8.0%
Carbon Black Content	D297	28.0%	38.0%
Rubber Hydrocarbon	D297	42.0%	65.0%
Natural Rubber Content	D297	22.0%	39.0%

Scrap tire CRM shall be mixed at the production site with high natural CRM so that 75 percent $\pm$ 2 percent of the product used is derived from scrap tires and 25 percent $\pm$ 2 percent from materials that utilize high natural rubber sources. High natural rubber CRM may consist of blended CRM which, after blending, conforms to the chemical analysis requirements shown in Table 203-11.2.3.1 (B).

TABLE 203-11.2.3.1 (B):

CHEMICAL REQUIREMENTS FOR HIGH NATURAL CRM

Test	ASTM Test Method	Minimum	Maximum
Acetone Extract	D297	4.0%	16.0%
Rubber Hydrocarbons	D297	50.0%	—
Natural Rubber Content	D297	40.0%	48.0%

With the approval of the Engineer, high natural CRM may be eliminated. If high natural rubber is not used, then the full amount of required CRM shall be scrap tire CRM. Asphalt rubber binder without high natural CRM shall be designated as Type I and ARHM manufactured with Type I binder shall be designated as ARHM-I.

203-11.2.3.2 CRM Gradations. CRM gradations shall conform to the requirements shown in Table 203-11.2.3.2 when tested in accordance with ASTM C136, amended as follows:

Split or quarter 100 grams $\pm$ 5 grams from the representative CRM sample and dry to a constant weight at a temperature of not less than 135°F (57°C) nor more than 145°F (63°C) and record the dry sample weight. Place the CRM sample and 5.0 grams of talc (or calcium carbonate) in a 1 pint jar. Seal the jar and shake it by hand for a minimum of one minute to mix the CRM and the talc (or calcium carbonate). Continue shaking or open the jar and stir until particle agglomerates and clumps are broken and the talc (or calcium carbonate) is uniformly mixed.

A Rotap (or equivalent) test shaker shall be used for the sieve analysis. Place one rubber ball on each sieve. Each ball shall have a weight of 8.5 ± 0.5 grams, have a diameter of 24.5 ± 0.5 mm, and shall have a Shore Durometer “A” hardness of 50 ± 5 in accordance with ASTM D2240. After shaking the combined material for 10 minutes $\pm$ 1 minute, disassemble the sieves. Any material adhering to the bottom of a sieve shall be brushed into the next finer sieve. Weigh and record the weight of the material retained on the No. 8 (2.36 mm) sieve and leave this material on the scale or balance. Any observed fabric balls shall remain on the scale or balance and shall be placed together on the side of the scale or balance to prevent the fabric balls from being covered or disturbed when placing the material from finer sieves onto the scale or balance. The material retained on the next finer sieve shall be added to the scale or balance. Weigh and record that weight as the accumulative weight retained on that sieve. Continue weighing and recording the accumulated weight retained on the remaining sieves until the accumulated

weight retained in the pan has been determined. Prior to discarding the CRM sample, separately weigh and record the total weight of fabric balls in the sample.

Determine the weight of material passing the No. 200 (75 μ m) sieve (or weight retained in the pan) by subtracting the accumulated weight retained on the No. 200 (75 μ m) sieve from the accumulated weight retained in the pan. If the material passing the No. 200 (75 μ m) sieve (or weight retained in the pan) has a weight of 5 grams or less, cross out the recorded number for the accumulated weight retained in the pan and copy the number recorded for the accumulated weight retained on the No. 200 (75 μ m) sieve and record that number (next to the crossed out number) as the accumulated weight retained in the pan. If the material passing the No. 200 (75 μ m) sieve (or weight retained in the pan) has a weight greater than 5 grams, cross out the recorded number for the accumulated weight retained in the pan, subtract 5 grams from that number and record the difference next to the crossed out number. The adjustment to the accumulated weight retained in the pan is made to account for the 5 grams of talc (or calcium carbonate) added to the sample. For calculation purposes, the adjusted total sample weight is the same as the adjusted accumulated weight retained in the pan. Determine the percent passing based on the adjusted total sample weight and record to the nearest 0.1 percent.

TABLE 203-11.2.3.2:
GRADING REQUIREMENTS FOR CRM

Sieve Size	Scrap Tire CRM Percent Passing	High Natural CRM Percent Passing
No. 8 (2.36 mm)	100	100
No. 10 (2.00 mm)	98 – 100	100
No. 16 (1.18 mm)	45 – 75	95 – 100
No. 30 (600 μ m)	2 – 20	35 – 85
No. 50 (300 μ m)	0 – 6	10 – 30
No. 100 (150 μ m)	0 – 2	0 – 4
No. 200 (75 μ m)	–	0 – 1

* CRM from more than one source may be used provided the combined CRM gradation meets the specified limits. No particles shall exceed a length of 3/16 inch (5 mm) as measured on any axis.

203-11.2.4 Aggregate. The aggregate for ARHM shall meet the quality requirements specified in 200-1 for asphalt concrete.

203-11.3 Composition and Grading. Asphalt-rubber hot-mix gap-graded (ARHM-GG) shall be designated by type and class, i.e., ARHM-GG-C, and shall conform to the requirements shown in Table 203-11.3.

TABLE 203-11.3
REQUIREMENTS FOR ARHM-GG

SIEVE SIZE	CLASS		
	GG-B Min.- Max.	GG-C Min.- Max.	GG-D Min.- Max.
1" (25 mm)	100	—	—
3/4" (19.0 mm)	90-100	100	—
1/2" (12.5 mm)	—	90-100	100
3/8" (9.5 mm)	60-75	78-92	78-92
No. 4 (4.5 mm)	28-42	28-42	28-42
No. 8 (2.36 mm)	15-25	15-25	15-25
No. 30 (600 µm)	5-15	5-15	5-15
No. 200 (75 µm)	0-5	2-7	2-7
Asphalt Rubber Binder, % by Weight of Dry Aggregate ¹	7.5-8.4	7.5-8.7	7.8-8.7
Air Voids % California Test 367	3-6	3-6	3-6
Stabilometer Value, California Test 304 and 366, Min.	25	23	23
Voids in Mineral Aggregate, % Min. ²	18	18	18

1. Once the percent asphalt rubber binder is determined by the mix design, the production tolerance shall be $\pm 0.5\%$ as determined by California Test Method 362, 379, or 382.

2. Percent voids in the mineral aggregate (VMA) is to be determined during the mix design process only and is to be calculated on the basis of ASTM bulk specific gravity as described in the Asphalt Institute MS-2 manual.

203-11.4 Mixing Asphalt and CRM. The paving asphalt and asphalt modifier shall be combined into a blended mixture that is chemically compatible with the crumb rubber modifier to be used. The blended mixture is considered to be chemically compatible when it conforms to the requirements for asphalt rubber binder (after reacting) shown in Table 203-11.4.

The asphalt modifier shall be proportionately added to the paving asphalt at the production site where the asphalt-rubber binder is blended and reacted. Asphalt modifier shall be added at an amount of 2.5 percent to 6.0 percent by weight of the paving asphalt based on the recommendation of the asphalt rubber binder supplier. The paving asphalt shall be at a temperature of not less than 375°F (190°C) nor more than 440°F (226°C) when the asphalt modifier is added. If the asphalt modifier is combined with the paving asphalt before being blended with the CRM, the combined paving asphalt and asphalt modifier shall be mixed by circulation for not less than 20 minutes. This premixing of asphalt modifier and the paving asphalt will not be required when all ingredients of the asphalt rubber binder are proportioned and mixed simultaneously. Asphalt modifier and paving asphalt shall be measured for proportioning with meters conforming to 203-6-6.

The proportions of the materials, by total weight of asphalt-rubber binder, shall be 80 percent ± 2 percent combined paving asphalt and asphalt modifier, and 20 percent ± 2 percent CRM. The temperature of the blended asphalt and modifier shall be between 375°F (190°C) and 440°F (226°C) when the CRM is added. The temperature shall not exceed 10°F (6°C) below the actual flash point of the mixture. The CRM shall be combined and mixed together in an asphalt-rubber mechanical blender conforming to 203-11.5. The combined asphalt and CRM shall be pumped into a storage/reaction tank or distributor truck conforming to meeting the requirements of 203-11.5. The required mixing/reaction time shall be 45 minutes minimum. The temperature of the asphalt-rubber mixture shall be between 375°F (190°C) to 425°F (218°C) during the reaction period. After reacting, the asphalt rubber binder shall conform to the requirements shown in Table 203-11.4.

TABLE 203-11.4:
REQUIREMENTS FOR ASPHALT RUBBER BINDER

Test Parameter	Test Method	Specification Limit	
		Minimum	Maximum
Haake Field Viscosity @ 375°F (191°C), (Centipoise)	See 211-4	1500	4000
Cone Penetration @ 77°F (25°C), mm	ASTM D217	25	70
Resilient @ 77°F (25°C), % Rebound	ASTM D5239	18	—
Field Softening Point, °F (°C)	ASTM D36	52 (125)	74 (165)

The reacted asphalt rubber binder shall be maintained at a temperature of not less than 375°F (190°C) nor more than 425°F (218°C). If any of the material in a batch of asphalt rubber binder is not used within 4 hours after the 45-minute reaction period, heating of the material shall be discontinued. Any time the asphalt rubber binder cools below 375°F (190°C), and is then reheated, shall be considered a reheat cycle. The total number of reheat cycles shall not exceed 2. The material shall be uniformly reheated to a temperature of not less than 375°F (190°C) nor more than 425°F (218°C) prior to use. Additional scrap tire CRM may be added to the reheated binder and reacted for a minimum of 45 minutes. The cumulative amount of additional scrap tire CRM shall not exceed 10 percent of the total binder weight. Reheated asphalt rubber binder shall conform to requirements shown in Table 203-11.4.

When permitted by the Engineer, asphalt-rubber binder produced on a contract for another agency and defined here as “hold over material”, may be used in the Work if the initial agency certifies the following:

- The total weight and type of material being held over.
- The amount of CRM contained within the holdover load on a percentage basis.
- The grade of paving asphalt and asphalt modifier used and its source.
- Date of original mixing.
- Number of reheat cycles.

In no case, will more than 20 tons (18 tonnes) of holdover material be allowed to be transferred from one project to another. In all cases, the holdover material when blended with new asphalt-rubber binder, shall conform to the requirements shown in Table 203-11.4.

203-11.5 Equipment for Production of Asphalt-Rubber. The Contractor shall utilize the following equipment for production of asphalt-rubber binder:

- Asphalt Heating Tank.** An asphalt heating tank equipped to heat and maintain the blended paving asphalt and asphalt modifier mixture at the necessary temperature before blending with the CRM. This unit shall be equipped with a thermostatic heat control device and a temperature reading device and shall be accurate to within $\pm 5^\circ\text{F}$ ($\pm 3^\circ\text{C}$) and shall be of the recording type.
- Blender Equipment.** A mechanical mixer for the complete, homogeneous blending of paving asphalt, asphalt modifier, and CRM. Paving asphalt and asphalt modifier shall be introduced into the mixer through meters. The blending system shall be capable of varying the rate of delivery of paving asphalt and asphalt modifier proportionate with the delivery of CRM. During the proportioning and blending of the liquid ingredients, the temperature of paving asphalt and the asphalt modifier shall not vary more than $\pm 25^\circ\text{F}$ ($\pm 14^\circ\text{C}$). The paving asphalt feed, the asphalt modifier feed and CRM feed, shall be equipped with devices by which the rate of feed can be determined during the proportioning operation. Meters used for proportioning individual ingredients shall be equipped with rate-of-flow indicators to show the rates of delivery and

resettable totalizers so that the total amounts of liquid ingredients introduced into the mixture can be determined. The liquid and dry ingredients shall be fed directly into the mixer at a uniform and controlled rate. The rate of feed to the mixer shall not exceed that which will permit complete mixing of the materials. Dead areas in the mixer, in which the material does not move or is not sufficiently agitated, shall be corrected by a reduction in the volume of material or by other adjustments. Mixing shall continue until a homogeneous mixture of uniformly distributed and properly blended asphalt-rubber binder is produced. The Contractor shall provide a safe sampling device capable of delivering a representative sample of the completed asphalt-rubber binder of sufficient size to perform the required tests.

- c) **Storage/Reaction Tank.** An asphalt-rubber binder storage/reaction tank equipped with a heating system that is equipped with a temperature reading device to maintain the proper temperature of the asphalt-rubber binder and an internal mixing unit capable of maintaining a homogeneous mixture of paving asphalt, asphalt modifier and CRM.
- d) **Viscometers.** The Contractor shall supply a Haake Viscometer (or equivalent) conforming to 211-4 for use by the Engineer to verify the viscosity of the asphalt-rubber binder wherever a field laboratory is used. All asphalt concrete plants are required to have a field laboratory for use by the Engineer per 8-3.

The equipment shall be approved by the Engineer prior to use.

203-11.6 Mix Designs and Certifications. The optimum binder content for ARHM-GG mixes shall be determined by California Test Method 367 except that Step 2 regarding surface flushing shall not be used. Optimum binder content shall be determined by using a void content between 3 percent minimum to 6 percent maximum as approved by the Engineer. Compaction shall be in accordance with California Test Method 304 except for the following:

Mixing Temperatures:

Asphalt-rubber = 325°F to 360°F (163°C to 182°C)

Aggregate = 290°F to 325°F (143°C to 163°C)

Compaction Temperature = 290°F to 300°F (143°C to 149°C)

In addition to the formulations and certifications required in 203-11.2, 203-11.3 and 203-11.4 for asphalt-rubber, the Contractor shall furnish to the Engineer a mix design and samples of all materials to be used at least 10 Working Days before construction is scheduled to begin. The mix design and certifications shall include, but are not limited to, the following:

- a) Combined aggregate gradation.
- b) Individual bin gradations (hot for batch, cold for drum plant).
- c) Percentage of each bin.
- d) Asphalt rubber binder content.
- e) Density.
- f) Air Voids.
- g) Voids in Mineral Aggregates (VMA).
- h) Stability.
- i) Aggregate source
- j) Asphalt binder source

Asphalt Rubber and Aggregate Membrane (ARAM) – Section 203 - 12

203-11.7 Mixing Binder With Aggregate. Mixing of the asphalt rubber binder with aggregate shall conform to 203-6.7 except that the temperature requirements of ARHM shall supercede the requirements in 203-6.7.

203-11.8 Storage. Storage of ARHM shall conform to 203-6.8.

203-11.9 Miscellaneous Requirements. Miscellaneous requirements shall conform to 203-6.9 except that the temperature of the asphalt rubber binder shall be 375°F (190°C) to 425°F (218°C) when added to the aggregate. The temperature of the aggregate at the time of adding the asphalt-rubber binder shall be 300°F (149°C) to 330°F (166°C).

203-12 ASPHALT RUBBER AND AGGREGATE MEMBRANE (ARAM).

203-12.1 General. ARAM consists of the application of asphalt rubber binder followed by the spreading of pre-coated, pre-heated screenings.

203-12.2 Asphalt Rubber Binder. Asphalt rubber binder shall conform to 203-11.

203-12.3 Pre-Coated, Pre-Heated Screenings. Pre-coated, pre-heated screenings shall conform to 200-1.2.2.3.

Hand Held Viscometer Test – Section 211 - 4

211-4 HAND HELD VISCOMETER TEST.

211-4.1 Test Apparatus. Test apparatus shall consist of the following:

- a) Viscometer: Haake Model VT – 02 rotational viscometer or equivalent.
- b) Spindle: Rotor No. 1, diameter 24 mm $\pm$ 0.1 mm, height 53 mm $\pm$ 0.1 mm or equivalent.
- c) Thermometer: Digital with metal-jacketed probe, 1°F (1°C) precision.
- d) Sample Container: 1 gallon metal can with wire bale.
- e) Standard Fluids: per fluid manufacturer's recommendations, calibrate viscometer in absolute viscosity (centipoises).

211-4.2 Calibration. The viscometer shall be calibrated in accordance with the manufacturer's recommendations. The accuracy of the viscometer shall be verified by comparing the viscosity results obtained with the hand held viscometer to 3 separate calibration fluids of known viscosity ranging from 1000 to 5000 centipoises. The viscometer will be considered accurate if the values obtained are within 300 centipoises of the known viscosity. The known viscosity value shall be based on the fluid manufacturer's standard test temperature or the test temperature versus viscosity correlation table provided by the fluid manufacturer. The viscometer calibration may be performed at an offsite laboratory and a Certificate of Compliance conforming to 4-5 verifying the calibration shall be submitted to the Engineer.

211-4.3 Test Procedure. The test procedure shall be in accordance with the following:

- a) Obtain a representative sample of asphalt rubber binder from an appropriate sample valve during production. Prior to sampling, run a 1 gallon (4 L) sample of binder through the sampling valve and discard the sample. Place a clean 1 gallon (4 L) sample can under the sampling valve and fill the container to approximately 85 percent full.
- b) Transport the sample immediately to the testing location. The testing location shall be close to the sampling location to avoid undue temperature loss. The temperature of the binder prior to sampling shall be a minimum of 375°F (190°C). The sample container shall then be placed on a smooth, level support for testing.
- c) The binder shall be continuously stirred using an appropriate metal stirring rod. Use of the temperature probe is permitted. Insert the temperature probe into the binder and check the temperature. Stirring shall continue until the binder reaches a temperature of 375°F $\pm$ 5°F (190°C $\pm$ 3°C).
- d) The viscometer spindle shall be cleaned in a suitable solvent and free of any binder material prior to the test. While holding the viscometer over the sample container insert the spindle of the viscometer into the sample container near the side of the container and turn the viscometer on. While the spindle is rotating, move the spindle in and out of the binder 3 times to bring the spindle up to the temperature of the binder. Continue stirring the binder.
- e) Determine the viscosity of the binder at 375°F $\pm$ 5°F (190°C $\pm$ 3°C) as follows:
 - 1) In one continuous operation, remove the spindle vertically from the binder, turn off the spindle rotation after the binder stops dripping from the spindle (after heating), and immediately insert the spindle back into the center of the binder sample until fully immersed.

- 2) Wait 5 seconds to fill the spindle. While holding the viscometer level, turn the spindle on, watch the needle on the viscometer dial and record the maximum value obtained on the dial.
 - 3) Record the test temperature and maximum viscosity. (The viscometer shall be maintained and operated in accordance with the manufacturer's instructions. However, this test method shall apply if there are any differences in the instructions for the determination of the viscosity.)
- f) Report the following information for the viscosity test:
- 1) Name of the technician performing the viscometer test,
 - 2) date and location of the plant,
 - 3) asphalt rubber binder supplier,
 - 4) binder test temperature and viscosity,
 - 5) spindle size and rotational speed in revolutions per minute, and viscometer model and serial number.

Pulverized Base Material - Section 301-3.4.2.3

301-3.4.2.3 Pulverized Base Material. Pulverized base material shall consist of existing or remaining asphalt concrete pavement, base material, and subgrade soil pulverized and mixed by a reclaimer conforming to 301-3.4.4.2.

The resultant pulverized base material shall conform to the following requirements when tested in accordance with ASTM C136:

- a) 100 percent shall pass the 3-inch (75 mm) sieve.
- b) 95-100 percent shall pass the 2-inch (50 mm) sieve.
- c) Not less than 90 percent shall pass the 1-1/2 inch (37.5 mm) sieve.
- d) 35 to 60 percent shall pass the No. 4 (4.75 mm) sieve.
- e) The material shall be uniformly graded.

Asphalt Rubber and Aggregate Membrane (ARAM) - Section 302-10

302-10 ASPHALT RUBBER AND AGGREGATE MEMBRANE (ARAM).

302-10.1 Application. Asphalt rubber binder shall conform to 203-12.2. Asphalt rubber binder shall be placed upon a clean dry surface. The pavement surface temperature shall be a minimum of 55°F (13°C) including shaded areas; the atmospheric temperature shall be a minimum of 60°F (16°C) ; the wind shall not adversely affect spray distribution; and all necessary equipment shall be in position and ready to commence placement operations prior to starting the work. The Contractor shall take temperature readings with a temperature measuring device approved by the Engineer.

Asphalt rubber binder shall be applied by distributor equipment meeting the requirements of the following:

- a) Distributor trucks shall meet the requirements for distributing equipment of 203-2.5 and be equipped with an internal heating device capable of evenly heating the material to a temperature of 425°F (218°C).
- b) The distributor shall have a platform on the rear of the vehicle and an observer shall accompany the distributor.
- c) The observer shall ride in a position so that all spray bar tips are in full view and readily accessible for unplugging if a plugged tip should occur.
- d) Material shall be applied at a rate between 0.55 to 0.65 gallons per square yard (2.5 to 3.0 L/m²) as directed by the Engineer.
- e) Material spreading shall not be in excess of that which can be covered with aggregate within 15 minutes maximum.

- f) At the time of delivery to the Work site, the temperature of the asphalt rubber shall be 300°F (149°C) minimum.

The asphalt rubber binder may be applied to the roadway immediately following mixing and reacting at a temperature between 375°F (191°C) minimum to 425°F (218°C) maximum. However, if the binder is not to be used within 6 hours of mixing, the binder shall be allowed to cool below 300°F (149°C) for 12 hours maximum, or to ambient temperature for longer periods, and shall be uniformly reheated to a temperature between 375°F (149°C) minimum to 425°F (218°C) maximum at time of placement and conform to the viscosity requirements.

When joining edges against areas with cover aggregate, the joint shall be swept clean of excess aggregate prior to the adjacent application of asphalt rubber material. Transverse joints of this type shall be constructed by placing building paper across and over the end of the previous asphalt rubber binder application. Once the spraying has progressed beyond the paper, the paper shall be removed immediately.

Joints between areas of asphalt rubber binder without cover aggregate shall be made by overlapping asphalt rubber distributions. The excess material shall be dispersed by spreading with a squeegee or rake over a larger area of freshly applied asphalt rubber. The longitudinal joint between adjacent applications of screenings shall coincide with the line between designated traffic lines. All longitudinal joints shall be overlapped for complete coverage. The overlap shall not exceed 4 inches (100 mm). At longitudinal joints, the edge shall be broomed back and blended so there are no gaps and the elevations are the same, free from ridges and depressions.

The application of asphalt rubber binder to areas not accessible with the distributor bar on the truck shall be accomplished by using pressurized hand wands or other means approved by the Engineer.

Application of asphalt rubber binder shall be discontinued sufficiently early in the workday to permit completion of initial sweeping prior to the termination of traffic control.

302-10.2 Screenings. Following the application of asphalt rubber binder, screenings conforming to 200-1.2.2.3 shall be placed over all areas receiving asphalt rubber. Screenings shall be applied (within a maximum of 15 minutes) at a temperature between 260°F (127°C) minimum to 325°F (163°C) maximum at a rate of 28 to 40 pounds per square yard (15 to 22 kg/m²) as directed by the Engineer. Stockpiling of screenings after preheating and precoating with paving asphalt will not be permitted.

The Contractor shall prevent any vehicle, including construction equipment, from driving on the uncovered asphalt rubber. Screenings shall be placed with a self-propelled aggregate-spreading machine that can be adjusted to accurately spread the specified amounts per square yard (m²). Trucks for hauling screening material shall conform to 302-2.3.

Initial rolling shall commence within 90 seconds following the placement of screenings. Rolling shall be accomplished by 3 self-propelled, pneumatic-tired rollers meeting the requirements of 302-5.6.1 except that the tires shall be inflated to 100 pounds per square inch (690 kPa). The operating weight of each roller shall be a minimum of 16,000 pounds (7200 kg). If in the opinion of the Engineer, complete coverage may be provided by 2 rollers in one pass, then 2 pneumatic-tired rollers will be sufficient. The initial rolling equipment shall maintain a distance of not more than 200 feet (60 m) behind the cover-aggregate spreader on the first pass. There shall be at least 4 complete coverages (single pass in one direction) by the pneumatic-tired rollers before final roller coverage. A steel-drum roller weighing 8 tons (7.2 tonnes) minimum to 10 tons (9.1 tonnes) maximum shall complete the final roller coverage.

Sweeping shall be a multi-step operation following final rolling of the aggregate. A power broom shall be used to remove loose material without dislodging aggregate set in the asphalt rubber. The initial sweeping shall be a light brooming on the same day as ARAM placement. The ARAM shall be

maintained free of loose screenings for a minimum of 5 Working Days following placement. During this period, the surface shall be swept as necessary to remove any loose cover material as directed by the Engineer. Final sweeping shall be done and all loose aggregate shall be removed prior to acceptance. The sweeping operations shall be accomplished without the use of gutter brooms or steel-tined brooms.

Immediately upon opening the street to traffic, the Contractor shall start removing loose aggregate from parkways, sidewalks, and intersecting streets. Both operations shall continue until all excess or loose aggregate is removed from the roadway surface and abutting adjacent areas.

At the option of the Engineer, rock dust blotter material shall be applied immediately after the initial pass of the rollers or after sweeping, but prior to opening to traffic, to prevent bleeding and pickup of the asphalt rubber material. Rock dust blotter conforming to 200-1.2 shall be uniformly applied using a mechanical spreader at a rate of 2 pounds per square yard (1.1 kg/m^2) minimum to 4 pounds per square yard (2.2 kg/m^2) maximum. If the ARAM is to be used as a finished surface, a flush coat shall be used.

The Contractor shall protect all existing manhole, valve, survey monument, and other miscellaneous frames and covers. The Contractor shall cooperate with the owners of any frames and covers and shall cover and completely protect them with heavy roofing paper or other suitable material. Petroleum-based release agents shall not be used for this purpose.

302-10.3 Flush Coat. If required a flush coat shall be applied. This work shall consist of an application of fog seal coat and rock dust blotter material to the surface of ARAM.

Flush coat shall be applied to the ARAM immediately after removal of excess screenings following initial brooming of the ARAM and prior to opening the lane to uncontrolled public traffic, as directed by the Engineer.

Asphaltic emulsion (fog seal coat) shall be applied to the surface of the ARAM and shall be grade CSS1 or CSS1H, per 203-3, unless otherwise ordered by the Engineer.

The application rate of the fog seal coat (asphaltic emulsion and an equal amount of water) shall be such that the diluted asphaltic emulsion will be spread at a rate of 0.06 gallons per square yard (0.27 L/m^2) minimum to 0.12 gallons per square yard (0.54 L/m^2) maximum. The exact rate of application will be determined by the Engineer.

During fog seal coat operations the surface upon which an ARAM is being applied shall be closed to public traffic. Care shall be taken to avoid tracking fog seal coat material onto existing pavement surfaces beyond the limits of construction.

302-10.4 Public Convenience and Traffic Control. The Contractor shall prohibit traffic on the street until the initial sweeping is complete. Prior to opening the streets to traffic, "Loose Gravel," C6 signs, and appropriate speed-reduction signs conforming to local, State, and Federal regulations shall be posted and maintained by the Contractor. These signs shall remain in place until there is no further dislodging of the cover aggregate.

302-10.5 Measurement and Payment. ARAM including asphalt rubber and cover aggregate will be paid for at the Contract Unit Price per square yard (m^2). Unless otherwise specified, such price shall include full compensation for pavement preparation, furnishing and placing materials required, including rock dust blotter, sweeping, and incidentals needed to complete the work in place.

The Contractor shall include in the Contract Unit Price for ARAM the full cost of applying rock dust blotter to all areas of ARAM, as directed by the Engineer.

The Contractor shall include in the Contract Unit Price for ARAM the full cost of applying a flush coat (if required) to all areas of ARAM, as directed by the Engineer.

MISCELLANEOUS

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Greenbook 2024

Thermoplastic Traffic Striping and Pavement Markings – Section 314-4.4

314-4.4 Thermoplastic Traffic Striping and Pavement Markings.

314-4.4.1 General. The work shall consist of applying thermoplastic traffic striping and pavement markings at the locations shown on the Plans and Standard Plans. Glass beads shall conform to 214-3. Thermoplastic material shall conform to 214-5.

Thermoplastic traffic striping and pavement markings shall only be applied to dry pavement surfaces with a surface temperature above 50° F (10° C) unless otherwise specified in the Special Provisions. The wind shall be calm enough that no blowing dirt is deposited on the pavement surface.

314-4.4.2 Surface Preparation. Before applying thermoplastic material, the existing pavement surface shall be mechanically wire brushed to remove all dirt and contaminants. New Portland cement concrete pavement shall be mechanically wire brushed or abrasive blast-cleaned to remove all laitance and curing compound.

314-4.4.3 Application Equipment. Application equipment shall be approved by the Engineer prior to use. Pre-heaters with mixers having a 360-degree rotation shall be used to preheat thermoplastic material before it is applied.

Application equipment shall be capable of:

- a) utilizing either the spray or extrusion methods;
- b) applications that dry to “no pick up” in accordance with ASTM D711; and
- c) producing smooth, continuous lines having sharp dimensions.

Thermoplastic pavement markings shall be applied with equipment and stencils specifically designed and constructed for that purpose.

314-4.4.4 Application. A primer, of the type recommended by the manufacturer of the thermoplastic material, shall be applied to asphalt concrete 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 rate recommended by the manufacturer and shall not be thinned.

Thermoplastic material shall be applied at a temperature between 400°F and 425°F (200° C and 218° C), unless a different temperature is recommended by the manufacturer. Thermoplastic material shall be applied in a single layer. The pavement surface to which the thermoplastic material is applied shall be completely coated by the material and the voids in the pavement surface shall be filled.

Unless otherwise specified in the Special Provisions, thermoplastic material for traffic striping shall be applied at a minimum thickness of 60 mils (1,500 µm). Thermoplastic material for pavement markings shall be applied at a thickness of 100 to 150 mils (2,500 µm to 3,800 µm).

Glass beads conforming to 214-3 shall be mechanically applied to the surface of the molten thermoplastic material at a rate of not less than 8 pounds per 100 square feet (0.39 kg/m²). The amount of glass beads applied shall be measured by inserting a calibrated rod into the glass bead tank.

314-4.4.5 Measurement. Thermoplastic traffic striping will be measured by the linear foot (m) along the line of the traffic stripes, without deductions for gaps in broken traffic stripes. A double traffic stripe, consisting of 2, 4-inch (100 mm) wide, yellow stripes, will be measured as 2 traffic stripes.

Thermoplastic pavement markings will be measured by the square foot (m²) for the actual area covered or by the lump sum.

314-4.4.6 Payment. Payment for thermoplastic traffic striping will be made at the Contract Unit Price per linear foot (m) for each width and pattern, as specified in the Proposal.

Payment for thermoplastic pavement markings will be made at the Contract Unit Price per square foot (m²).

No separate payment will be made for establishing alignment for stripes and layout work.

314-4.5 Tolerances and Appearance. Traffic striping shall not vary more than 1/2 inch in 50 feet (80 mm/100 m) from the specified alignment.

Straight stripes deviating more than 1/2 inch in 50 feet (80 mm/100 m) shall be obliterated by sandblasting and the markings corrected. When existing traffic striping and pavement markings are to be repainted, they shall be repainted to completely cover the old markings within 1/4 inch (6 mm). Stripe repainting shall be retraced within a longitudinal tolerance of 6 inches (150 mm) at the end of each stripe. Abrupt breaks in striping alignment will not be allowed. The striping shall be a continuous operation except where crossovers are required to complete painted medians.

Drips, overspray, improper markings, paint and thermoplastic material tracked by traffic shall be immediately removed, at the Contractor's expense, from the pavement surface by methods approved by the Engineer.

Completed traffic stripes shall have clean and well-defined edges without running or deformation, be uniform, be straight on tangent alignments and be a true arc on curved alignments. The widths of completed traffic stripes shall not deviate more than 1/4 inch (6 mm) on tangent nor more than 1/2 inch (12.5 mm) on curves from the width shown on the Standard Plans. Broken traffic stripes shall also conform to the following:

- a) The lengths of the gaps and individual stripes that form broken traffic stripes shall not deviate more than 2 inches (50 mm) from the lengths shown on the Standard Plans.
- b) The lengths of the gaps and individual stripes shall be of such uniformity throughout the entire length of the broken traffic stripes that a striping machine will be able to repeat the pattern and superimpose additional stripes upon the traffic stripe being applied.

Completed curb and pavement markings shall have clean and well-defined edges without running or deformation and conform to the dimensions shown on the Standard Plans, except that minor variations may be accepted by the Engineer.

314-4.6 Protection from Damage. Newly placed traffic stripes and curb and pavement markings shall be protected from damage by public traffic or other causes until the paint is thoroughly dry or the thermoplastic material has sufficiently hardened. All adjacent surfaces shall be protected from disfiguration by spatter, splashes, spillage, and dripping of paint or other material.

Pavement Markers - Section 314-5

314-5 PAVEMENT MARKERS.

314-5.1 General. The work shall consist of applying pavement markers conforming to 214-7 to the existing pavement surface at the locations shown on the Plans.

314-5.2 Adhesives.

314-5.2.1 General. Pavement markers shall be cemented to the pavement with rapid-set epoxy adhesive conforming to 214-7.2.2 or hot-melt bituminous adhesive conforming to 214-7.3 unless otherwise specified in the Special Provisions.

In areas of new construction where the pavement markers are protected from traffic, including the Contractor's vehicles, standard-set epoxy adhesive conforming to 215-5.2.5 may be used. Pavement markers applied with standard-set epoxy adhesive shall be protected from traffic for at least 3 hours after placement when the pavement surface temperature is 55°F (13° C) or above, for at least 24 hours when the pavement surface temperature is between 40°F and 55°F (4°C and 13° C), and for at least 48 hours when the pavement surface temperature is 40°F (4°C) or below. The Engineer will determine when the adhesive has set sufficiently to bear traffic.

Regardless of the type of adhesive used, pavement markers shall not be placed when the pavement is not surface dry.

314-5.2.2 Epoxy Adhesives.

314-5.2.2.1 General. Pavement markers shall not be placed using epoxy adhesives when either the pavement or the atmospheric temperature is 32°F (0°C) or less. Epoxy adhesives shall not be used to apply non-reflective plastic pavement markers.

314-5.2.2.2 Mixing.

- a) **General.** Automatic mixing equipment shall use positive displacement pumps capable of metering the 2 components in the specified ratio to within ± 5 percent by volume of either component. At the beginning of each working day when directed by the Engineer, the ratio of the 2 components shall be checked by the Contractor in the presence of the Engineer. This check shall be made by disconnecting the mixing heads, or using suitable bypass valves, and filling 2 suitable containers with the unmixed components. The mixing equipment shall mix the 2 components until there is no trace of black or white streaks in the mixed epoxy adhesive. Voids in a cured, undisturbed sample of the mixed epoxy adhesive obtained from the extrusion nozzle shall not exceed 4 percent.
- b) **Rapid-Set Epoxy Adhesives.** Rapid-set type epoxy adhesives shall not be mixed by hand. Rapid-set epoxy adhesives shall be mixed by a 2-component-type automatic mixing and extrusion apparatus. When machine mixing standard-set epoxy adhesive or rapid-set epoxy adhesive, pavement markers shall be placed within 60 seconds after the epoxy adhesive has been mixed and extruded and no further movement of the marker will be allowed. In addition, the time between when the components are pumped into the mixing head and when the mixed epoxy adhesive is in place on the pavement, and not subject to further movement, shall not exceed 90 seconds. Mixed epoxy adhesives shall not remain in the mixing head for more than 45 seconds. Epoxy adhesive remaining in the mixing head longer than this period shall be disposed of.
- c) **Standard-Set Epoxy Adhesives.** When hand mixing standard-set epoxy adhesives, not more than 1 quart shall be mixed at a time, and the pavement markers shall be aligned and pressed into place within 5 minutes after beginning mixing operations. A mixed batch which becomes so viscous that the adhesive cannot be readily extruded from under the marker upon application of slight pressure shall not be used.

314-5.2.3 Hot-Melt Bituminous Adhesives. Pavement markers shall not be placed using hot-melt bituminous adhesives when the pavement surface or atmospheric temperature is 50°F (10°C) or less.

Hot-melt bituminous adhesives shall be heated indirectly in an applicator with continuous agitation or recirculation. Hot-melt bituminous adhesives shall not be heated above the maximum safe heating temperature recommended by the manufacturer and shall not be applied at temperatures greater than 425°F (210°C) nor less than 375°F (190°C).

314-5.3 Surface Preparation. The existing pavement surface shall be free from dirt, curing compound, grease, oil, moisture, loose or unsound layers, paint and any other material that would adversely affect the bond of the adhesive. Cleaning shall be done by blast cleaning on all surfaces regardless of age or type, except that blast cleaning of clean, new asphalt concrete and clean, new seal coat surfaces will not be required when hot-melt bituminous adhesives are used.

314-5.4 Placement. Reflective markers shall be placed in such a manner that the reflective face of the marker is perpendicular to a line parallel to the roadway centerline. Pavement markers shall not be placed over longitudinal or transverse joints of the pavement surface. Pavement markers shall not be placed on new asphalt concrete pavement or seal coats until they have been open to public traffic for a period of not less than 7 Days when hot-melt bituminous adhesive is used, or not less than 14 Days when epoxy adhesive is used.

Adhesives shall be placed uniformly on the pavement surface or on the bottom of the marker in a quantity sufficient to result in complete coverage of the area of contact with the pavement marker with no voids present and with a slight excess after the marker has been pressed in place. Pavement markers shall be placed in position and pressure applied until firm contact is made with the pavement. When hot-melt bituminous adhesive is used, the markers shall be placed immediately after application of the adhesive. Excess adhesive around the edge of the marker, excess adhesive on the pavement, and adhesive on the exposed surfaces of the markers shall be immediately removed. Markers shall be protected against impact until the adhesive has hardened to the degree designated by the Engineer.

314-5.5 Pavement Recesses. Pavement recesses shall be located along the line or lines of new or existing stripes.

Pavement recesses shall be constructed in new or existing pavement. The method of recess construction shall be selected by the Contractor. Equipment for recess construction shall be power-operated, mechanical and capable of removing the pavement to the dimensions shown on the Plans or Standard Plans without damaging the underlying pavement.

Residue shall be removed from the roadbed by use of vacuum equipment. Residue from the removal operations shall neither flow across the pavement nor into gutters or other drainage facilities. Residue shall be removed from the pavement surface before the residue is blown by action of traffic or wind.

Pavement recesses shall not be constructed on existing structures.

314-5.6 Measurement. Retroreflective and non-reflective pavement markers will be measured by the number of each type of pavement marker placed on the pavement surface. Retroreflective pavement markers placed in a pavement recess will be measured by the number of each type of pavement marker.

314-5.7 Payment. Payment for retroreflective and non-reflective pavement markers placed on the pavement surface will be made at the Contract Unit Price for each type of pavement marker placed on the pavement surface.

Payment for retroreflective pavement markers placed in pavement recesses will be made at the Contract Unit Price for each pavement marker placed in a pavement recess.

Cold Milling - Section 404

SECTION 404 – COLD MILLING

404-1 GENERAL. The type of pavement and depth to be cold milled shall be as shown on the Plans or specified in the Special Provisions. The presence of pavement fabric or steel reinforcement within the depth to be cold milled shall be as shown on the Plans. The surface after cold milling shall be uniformly grooved or ridged. The outside lines of the milled pavement shall be neat and uniform. The Contractor shall remove existing asphalt concrete overlay or slurry seal material within one foot of the edge of concrete gutters adjacent to any area to be cold milled. The removal procedure and equipment to be used shall be approved by the Engineer.

The milled pavement shall be true to grade and cross section. When the straightedge specified in 302-5.12 is laid on the finished surface parallel to the centerline of the roadway, the surface shall not vary from the edge of the straightedge more than 3/8 inch (10 mm) at any point, except at intersections or at changes of grade. Any areas that are not within tolerance shall be brought to grade within one Working Day following initial cold milling.

Cold milling operations shall be performed without damage to the remaining pavement. Whenever cold milling is adjacent to existing concrete curbs, gutters or pavement, the Contractor shall protect these improvements from damage. Concrete curbs, gutters or pavement damaged during cold milling operations shall be repaired as directed by the Engineer. Replaced sections of concrete curb, gutter or pavement shall be a minimum of 5 feet (1.5 m) in length or to the next joint.

404-2 MILLING MACHINES. Milling machines shall be specifically designed and constructed for cold milling of asphalt concrete, concrete, or composite pavement.

404-2.1 General. Milling machines shall conform to the following:

- a) The cutting drum shall be a minimum of 60 inches (1500 mm) wide, except for those mounted on a skid-steer loader, and shall be equipped with carbide-tipped cutting teeth placed in a variable pattern to produce the desired finish.
- b) Be self-propelled and capable of removing the pavement to the depth shown on the Plans.

- c) Be equipped with a conveyor system that will immediately convey the milled material into a transport vehicle for disposal as specified in the Special Provisions.
- d) Be capable of spraying water at the cutting drum to minimize dust.
- e) Be designed so that the operator can observe the milling operation, at all times, without leaving the controls.
- f) Be adjustable for slope and depth.
- g) Be capable of milling, in one pass, to the maximum depth recommended by the manufacturer without producing fumes or smoke.

404-2.2 Milling to Specified Elevations. Milling machines used for milling to specified elevation shall conform to 404-2.1 and the following:

- a) Be equipped with automatic grade controls that reference the existing pavement elevations or independent grade references.

404-2.3 Profile Milling. Milling machines used for profile milling shall conform to 404-2.1 and the following:

- a) Be equipped with a minimum 20-foot (6 m) paving ski with spring loaded feet attached to the bottom at not more than 18-inch (0.5 m) increments. The upper portion of the ski shall be one-piece and manufactured such that the ski does not flex or bend by more than 3/16 inch (5 mm) when supported off of the surface of the pavement by an attachment located at the ski's longitudinal center of gravity. The grade control system of the milling machine shall be referenced to the center of the ski.

404-2.4 Full-Depth Milling. Milling machines used for full-depth milling shall conform to 404-2.1 and the following:

- a) Be capable of milling to a minimum depth of 10 inches (250 mm) in a single pass.

The Contractor shall provide smaller machines if required to cold mill areas that are inaccessible to larger machines.

404-3 COLD MILLING TO SPECIFIED ELEVATIONS. Milling to specified elevations is the controlled removal of a portion of the existing pavement and underlying base or subgrade material. The finished elevations and depth of removal shall be as shown on the Plans.

Independent grade references shall be those required to achieve the specified elevations shown on the Plans.

404-4 PROFILE MILLING. Profile milling is the controlled removal of a portion of the existing pavement to a nominal depth using longitudinal grade controls to remove surface irregularities in the pavement and improve ride ability. The grade shall be as shown on the Plans.

During profile milling operations, the center of the ski shall be on a line coincident with the transverse centerline of the milling machine's cutting drum. A ski shall be attached to each side of the milling machine cutting drum during the first pass, and on one side of the milling machine on subsequent, adjacent passes with a joint matching grade control on the other side. The resultant milled surface shall not deviate from the grade shown on the Plans, using the straightedge specified in 302-5.12, by more than 1/4 inch (6 mm) at any point.

404-5 FULL-DEPTH MILLING. Full depth milling is the removal of the full depth of the existing pavement as shown on the Plans or specified in the Special Provisions. When full-depth milling is specified, the Contractor shall continuously control the depth of milling to stay no more than 1/2 inch (12.5 mm) below the full depth of the existing pavement. In areas of resurfaced trenches, individual excavations or bore holes, the required depth of milling shall be the same as that of the adjacent

pavement. The Contractor shall remove existing asphalt concrete overlay from gutters adjacent to any area specified to be cold milled, as directed by the Engineer.

404-6 COLD MILLING OF COMPOSITE PAVEMENT. Composite pavement consists of underlying concrete pavement which has been overlaid with asphalt concrete pavement. The thickness of each existing pavement material shall be as shown on the Plans. The area and depth to be cold milled shall be as shown on the Plans.

404-7 WORK SITE MAINTENANCE. Work site maintenance shall conform to 3-12. A motorized street sweeper shall follow within 50 feet (15 m) of the cold milling machine unless otherwise approved by the Engineer.

404-8 DISPOSAL OF MILLINGS. Unless otherwise specified, millings shall be considered the property of the Contractor and shall be disposed of off the Work site by the Contractor.

404-9 TRAFFIC SIGNAL LOOP DETECTORS. The Contractor shall not mill within 12 inches (300 mm) of any existing loop detectors that are shown to be protected in place on the Plans or in the Special Provisions. Traffic signal loop detectors that were shown to be protected in place but are damaged or removed shall be replaced in conformance with 400-1, 700, and 701.

404-10 PAVEMENT TRANSITIONS. Structures and vertical joints within the cold-milled areas that are transverse to through traffic shall be ramped in conformance with 302-5.9.2 and 306-1.5.1 as shown on the Plans or specified in the Special Provisions. Ramps shall be constructed the same day as the existing pavement is cold milled and removed prior to placement of the permanent paving pavement.

404-11 MEASUREMENT. The quantity of each type of pavement to be cold milled (asphalt concrete, concrete, or composite) will be measured separately. Cold milling will be measured by the linear foot (meter) along the edge of the transverse joint lines, adjacent curb, gutter, or cross gutter, or by the square foot (square meter) for each thickness or range of thicknesses to be removed as shown in the Bid.

404-12 PAYMENT. The Contract Unit Price for cold milling each type of pavement shall include cold milling, removal of asphalt concrete and slurry seal material from adjacent concrete gutters, construction and removal of pavement transitions, disposal of millings, and all other necessary work.

Payment for replacement of inductive loop detectors not shown on the Plans to be protected in place will be made in accordance with 700-17.6.3.

PART IV - CONSTRUCTION METHODS AND TECHNICAL SPECIFICATIONS

All CONSTRUCTION MATERIALS AND CONSTRUCTION METHODS shall be according to the latest edition of the State of California Department of Transportation (CALTRANS) Standard Specifications, CALTRANS Standard Drawings / Details, and according to the CONSTRUCTION PROJECT PLANS called for in APPENDIX C.

All as provided in part 3 of the Standard Specifications, except as otherwise provided below:

TRAFFIC CONTROL

All traffic control for the project shall be in accordance with the Special Provisions and the latest edition of the California Manual on Uniform Traffic Control Devices (California MUTCD) and the latest edition of the "Construction Area Traffic Control Devices" of CALTRANS Standard Specifications.

SUBMITTALS

The Contractor shall submit eight (8) copies of the following shop drawings to the Engineer for review and approval at least ten (10) days before drawings will be required for ordering materials and commencing the work. Each shop drawing and sample submission shall bear a stamp or specific written indication that the Contractor has satisfied the Contractor's review and approval of that submission. The Contractor shall provide specific written notice of any variations that the shop drawings may have from the requirements of the Contract Documents.

Within 8 calendar days of receipt of shop drawings, the Engineer will return two (2) copies of each drawing to the Contractor with his comments thereon. If so indicated, the Contractor shall make corrections required by the Engineer and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. The Engineer's review and approval of Shop Drawings or samples shall not relieve the Contractor from responsibility for any variation from the requirements of the Contract Documents. Shop drawings shall be submitted but not limited to the following items:

- A. The Contractor shall submit a tunnel construction schedule, which includes casing installation, carrier pipe installation, approach trench backfills, and receiving pit backfill.
- B. The Contractor shall submit manufacturer's specification and information and regarding to all materials to be used on the work site.

1.0 GENERAL

The latest Caltrans Standard Specifications shall apply to the work to be completed within the Caltrans Right-of-Way.

The Technical Specifications for the work to be completed shall comply with the City of Imperial Standard Specifications and Details, the latest Caltrans Standard Specifications 2010, and the Specifications as required in this Technical Conditions Section. Major material component standard specifications have been included in these Technical

Specifications. Some of the major material component standard specifications refer to other Caltrans Standard Specifications, 2010. These "referred to" specifications have not been included in this Technical Specifications section. It shall be necessary to refer to the Caltrans Standard Specifications, 2010 document to review the "referred to" sections. If pertinent specifications are not included within these Technical Specifications, refer to Caltrans Standard Specifications, 2010.

If there is any conflict between the Specifications, the most stringent Specification shall prevail.

Payment of each work item shall be based on the item of work and the unit of measure shown in the bid item list.

2.0 EXISTING FACILITIES

Performing work on existing facilities such as demolition, cold planning, disposal, etc. shall conform to the provisions in Sections 15-1 through 15-3 of Section 15, "Existing Facilities," of the Standard Specifications.

3.0 PRESERVATION/PERPETUATION OF SURVEY MONUMENTS

The Contractor shall be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties and benchmarks located within the limits of the project. If any of the above require any removal, relocating or resetting, the Contractor shall, prior to any construction work and under the supervision of a California-licensed surveyor or pre-1972 licensed civil engineer, establish sufficient temporary ties and bench marks to enable the points to be reset by the Contractor after completion of construction.

Any ties, monuments and benchmarks disturbed during construction shall be reset after construction per City of Imperial or County of Imperial standards, as applicable, and the tie notes submitted to the City of Imperial or County of Imperial on 8-1/2" x 11" note paper. The Contractor and its sureties shall be liable for, at its expense, any resurvey required due to its negligence in protecting existing ties, monuments, benchmarks or any such horizontal and vertical controls.

The Contractor shall comply with The Land Surveyors Acts #9771 (Record of Surveys-Monumentation) and #8773 (Corner Records-Records of Survey for "Lost Corners").

4.0 SUBBASE PREPARATION

The native material beneath P.C.C. concrete and asphalt concrete infrastructure including but not limited to P.C.C. driveway entrances, P.C.C. sidewalks, P.C.C. ribbon gutters, cross-gutter, P.C.C. curb and gutter, P.C.C. sidewalk, P.C.C. spandrels, P.C.C. transition areas and A.C. pavement shall be excavated to ± 0.05 feet of design subbase grade.

The design subbase grade shall be field verified and approved by the construction manager or City Inspector prior to the placement of granular sand fill, crusher fines or class 2 base. The construction manager/City Inspector shall determine the number and location of points to check for the subbase grade elevation compliance. prior to the

construction manager's inspection of the subbase grade the contractor shall establish blue top hubs (stakes set to design subbase grade) 50 feet on center along street sections.

5.0 SUBGRADE PREPARATION

The class 2 base, sand or crusher fines beneath AC pavement and concrete infrastructure shall be placed to within ± 0.02 feet of design subgrade prior to the placement of AC pavement or P.C.C. concrete. The construction manager or City Inspector shall field verify the subgrade elevations in the field prior to the placement of class 2 base, granular sand material or crusher fines. Placement of P.C.C. concrete or AC pavement shall not be allowed until the construction manager or City Inspector has approved the subgrade design grade

6.0 SAND

Clean granular sand free of clay, shale and deleterious material shall be delivered to the site and placed as noted on the plans. Sand shall be compacted to 90 percent of maximum density at optimum water content per ASTM D-1557 unless otherwise noted on the plans. The material shall conform to a sand equivalent of 30 or greater. The maximum amount of material passing the number 200 sieve shall be 7 percent. The sand shall conform to the following gradation percentages:

<u>SIEVE SIZE</u>	<u>PERCENT PASSING</u>
3/8"	100
NO. 4	98-90
NO. 8	90-75
NO. 10	75-60
NO. 16	60-50
NO. 30	50-38
NO. 40	38-29
NO. 50	29-19
NO. 100	19-7
NO. 200	7-0

The contractor shall supply a five-gallon sample of sand material to the material testing laboratory within four (4) days after the notice to proceed is issued. The gradation, sand equivalent and maximum density of the sand material shall be determined. The test results shall be forwarded to the construction manager or City Inspector. The cost of testing shall be incurred by the contractor. The gradation of the granular sand shall be determined, and the test results forwarded to the construction manager or City Inspector prior to the delivery of the granular sand material to the construction site. Prior to the placement of sand, the native subbase grade shall be checked and approved by the construction manager or Inspector.

Crusher fines shall be allowed to be utilized in lieu of sand if approved by the City engineering department.

7.0 **CRUSHER FINES**

Crusher fines shall consist of decomposed granite indigenous to the imperial valley. Crusher fines utilized for this project shall conform to the following gradation requirements:

<u>SIEVE SIZE</u>	<u>PERCENT PASSING</u>
5/8"	100
NO. 4	80 – 100
NO. 8	50 - 85
NO. 30	30 - 50
NO. 200	4 - 15

The sand equivalent shall be 20 or greater.

8.0 **CLASS 2 BASE**

The class 2 base material shall conform to Caltrans standard specifications section 26, latest edition, for $\frac{3}{4}$ inch maximum base material. The gradation requirements are as follows:

<u>SIZE</u>	<u>PERCENT PASSING</u>
1 IN/25.00MM	100
$\frac{3}{4}$ IN/19.00MM	87-100
#4/4.75MM	30-65
#30/600MM	5-35
#200/75.00MM	0-12

The sand equivalent shall be 25 or greater. An angular aggregate is to be used. Class 2 base material shall be compacted to 95 percent of maximum density according to ASTM D-1557, unless otherwise noted on the plans or details. The tolerance for the class 2 base between design subgrade elevation and actual subgrade elevation as constructed in the field shall be plus or minus 0.02 feet as referenced from the design subgrade. Prior to the placement of class 2 base the native subbase grade shall be checked and approved by the construction manager or City Inspector. The native subbase grade shall be within plus or minus 0.05 feet of native subbase design grade prior to the placement of class 2 base.

The contractor shall supply a five-gallon sample of the class 2 base to the material testing laboratory within four (4) days of the notice to proceed. The material shall be delivered to the testing laboratory to determine the maximum density, gradation, r-value, sand equivalent and durability index of the class 2 base. A copy of the test results shall be forwarded to the construction manager or City by the geotechnical consultant for review. The gradation of the class 2 base shall be determined, and the test results forwarded to the construction manager or City for approval prior to the delivery of the class 2 base material to the construction site. Class 2 base utilizing recycled materials shall be allowed in lieu of virgin class 2 base as long as the specifications meet the Caltrans standard specifications section 26.

9.0 **P.C.C. CONCRETE**

P.C.C. shall meet section 90-2 minor concrete of the latest Caltrans standard specifications.

P.C.C. concrete, utilized for but not limited to, curb and gutter, barrier curb, spandrels, cross-gutter, valley gutter, ribbon gutters, residential and commercial driveways, sidewalks and all other concrete infrastructure shall contain a minimum of 7 sacks of cement per cubic yard of concrete and attain 5,000 p.s.i. compressive strength after 28 days curing unless stated otherwise on the plans. The P.C.C. shall contain 1 ½ lbs. of polypropylene fiber per cubic yard. A concrete mix design is to be submitted to the construction manager or City representative within five (5) days after the issuance of the notice to proceed. New formwork shall be utilized in the construction of every concrete facility. The formwork shall be true to line and grade. The vertical flowline elevation tolerance shall be +/- 0.02 feet for design grade for slopes of 1.0% or greater, +/- 0.01 for design grade for slopes less than 1.0%. The construction manager or City Inspector shall check the formwork for line and grade prior to the placement of concrete. The contractor shall notify the construction manager 72 hours prior to the required inspection. Exposed surfaces of concrete areas shall receive a double trowel finish. Weakened plane joints shall be placed every 8 lineal feet for ribbon gutter, cross gutter and valley gutter construction unless otherwise illustrated on the standard plans. Expansion joints shall be placed every 40 feet along curb and gutter, barrier curb, valley gutter and sidewalk construction unless otherwise illustrated on the standard plans. Installation of curb and gutter, valley gutter and cross-gutters shall begin at the lowest elevation and proceed uphill. A total of one (1) set of cylinders and one (1) slump test shall be required for every 50 cubic yards of concrete, except that a minimum of one (1) set of cylinders and slump test shall be required each day twenty (20) or more yards of concrete are placed at a project site. The maximum allowable slump shall be 4 inches. A set of cylinders shall be composed of three (3) cylinders. The first cylinder of a set shall be tested after seven (7) days curing. The second cylinder of a set shall be tested after 28 days curing. The third cylinder shall be held in reserve and tested if directed by the construction manager or City representative. The test results will be forwarded to the construction manager or City for review. The construction manager or City Inspector shall receive a concrete vendor slip for each truck load of concrete delivered to the project site.

Prior to the placement of concrete, the subgrade depth shall be inspected to ensure that the full depth of concrete, as noted on the plans, is attained. Excess fill material shall be removed as required by the construction manager or City Inspector. The form boards shall be checked for the proper elevation. Compaction tests on the subgrade shall have achieved the density requirements specified. The construction manager or City Inspector shall then allow the placement of concrete.

The concrete shall be screeded and floated. All edges shall be struck with a concrete edger. Weakened plane joints shall be established at right angles to the sidewalk edge as illustrated on the standard drawings. The weakened plane joints shall be 3/8 inch in width and 3/4 inch in depth. Expansion joints consisting of 1/2-inch-thick fiberboard material shall be placed across the full section of the P.C.C. sidewalk every 40 lineal feet, or as required by the standard plans. After the concrete surface has been floated and cured adequately, it shall receive a double trowel finish. The troweling shall be accomplished by hand with a steel trowel. The surface of the concrete shall receive a light broom finish after the surface is double troweled. The surface of the concrete shall be smooth and true to grade. Tolerance for the concrete surface shall be 1/8 inch in 10 lineal feet with maximum high and low variance not occurring in less than 20 feet. The

contractor shall maintain the concrete surface moist or wet for a 24-hour period after the concrete is placed and finished troweled. Placement of burlap bags or used carpet over the concrete surface and a continuous application of water over the concrete surface will be required for a 24-hour period. After the 24-hour period, a concrete sealer shall be applied to all new P.C.C. concrete surfaces. The concrete surfaces shall be cleaned of all dirt and residue prior to the placement of the concrete sealer. Concrete shall not be placed after 10:00 a.m. on Fridays.

10.0 **A.C. PAVEMENT**

The asphalt concrete mix shall meet section 39 of the latest Caltrans standard specifications and the following requirements:

Aggregate base shall be 3/4-inch maximum, medium. The asphalt concrete shall conform with the following percentages:

<u>Sieve Size</u>	<u>Percent Passing</u>	<u>Limits of Proposed Gradation – X</u>
25.00mm	100	----
19.00mm	90 – 100	----
9.50mm	60 – 85	----
4.75mm	X +/- 8	49 – 54
2.36mm	X +/- 8	36 – 40
600.00mm	X +/- 8	18 – 21
75.00mm	0 – 11	----

In the table above, “x” is the gradation which the contractor proposes to furnish for specific sieve.

Asphalt binder shall be pg 70-10 in accordance with the approved A.C. mix design.

The asphalt concrete shall be type “A” as set forth in the State of California, Department of Transportation, Standard Specifications, Section 39, latest edition.

11.0 **N/A**

12.0 **N/A**

13.0 **MANHOLE FRAMES AND COVERS**

All manhole frames and covers, valve boxes and lids, and other similar existing utilities shall be raised to the grade of the finished pavement surface by the contractor. Manhole frames and covers, and similar utility covers shall be lowered a minimum of 3 inches below the design pavement surface prior to the installation of A.C. pavement. Manhole frames and covers, and other lids shall be raised after paving operations have occurred. 8-inch wide, 8-inch deep concrete collars shall be poured concentric with the outside of valve extension risers 3/8 inches below the finish pavement surface. A one (1) foot wide, one (1) foot deep concrete collar shall be poured concentric with the outside of all manhole frames and covers 3/8 inches below the surface of the pavement. Manhole frames and covers

shall be raised with concrete grade rings 3/8 inches below the new street pavement surface elevation. The manhole frame and covers and valve extension risers and covers shall be raised 3/8 inches below the pavement grade after paving operations are complete.

14.0 STRIPING APPLICATION

14.1 DESCRIPTION

This item shall consist of the painting of markings and stripes on the surface of the A.C. pavement in accordance with the locations and requirements illustrated on the striping and signage plan. All painting of markings and stripes shall conform to Caltrans standard plans and specifications, latest edition, unless noted otherwise.

14.2 MATERIALS

14.2.1 THERMOPLASTIC MATERIAL FOR TRAFFIC STRIPING & MARKINGS.

Thermoplastic material shall meet the requirements of the standard specifications for public works construction, "Greenbook", 2024 edition, section 214-5.

14.2.2 REFLECTIVE MEDIA

A glass sphere reflective media shall be required per section 214 of the standard specifications for public works construction, "Greenbook", 2024 edition.

14.3 CONSTRUCTION METHODS

14.3.1 WEATHER LIMITATIONS

Thermoplastic applications shall be performed only when the surface is dry, when the atmospheric temperature is as specified per section 214-5.1 of the standard specifications for public works construction, "Greenbook", 2024 edition, and when the weather is not foggy or windy.

14.3.2 EQUIPMENT

All equipment for the work shall be approved by the construction manager or City Inspector and shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job. The mechanical marker shall be an atomizing spray-type marking machine suitable for application of traffic paint. It shall produce an even and uniform film thickness at the required coverage and shall be designated so as to apply markings of uniform cross sections and clear-cut edges without running or spattering.

14.3.3 PREPARATION OF SURFACE

Immediately before application of thermoplastic, the pavement surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material which would reduce the bond between the thermoplastic and the pavement. The area to be treated shall be cleaned by sweeping and blowing or by other methods as required to remove all dirt, laitance, and loose materials.

14.3.4 LAYOUT OF MARKINGS

The proposed markings shall be laid out in advance of the paint application according to the dimensions required by the plans and specifications or by Caltrans standards.

14.3.5 APPLICATION

Markings shall be applied at the locations and to the dimensions and spacing shown on the plans. Thermoplastic shall not be applied until the layout and condition of the surface have been approved by the construction manager or City Inspector. The thermoplastic shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at a rate specified in the standard specifications for public works construction, "Greenbook", 2024 edition, section 214. The addition of thinner will not be permitted. The edges of the markings shall not vary from a straight line more than ¼ inch in 50 feet, and the dimensions shall be within a tolerance of plus or minus 2 percent. The contractor shall furnish certified test reports for the materials shipped to the project. The reports shall not be interpreted as a basis for final acceptance. The contractor shall notify the construction manager or City Inspector upon arrival of shipment of the paint to the job site. All emptied containers shall be returned to the paint storage area for checking by the construction manager or City Inspector. The containers shall not be removed from the project site or destroyed until authorized by the construction manager.

14.3.6 PROTECTION

After application of the thermoplastic, all markings shall be protected from damage until the material is dry. All surfaces shall be protected from disfiguration by spatter, splashes, spillage or drippings of paint.

14.3.7 MATERIAL REQUIREMENTS

Thermoplastic: Materials shall conform with the "Thermoplastic Material for Traffic Striping and Markings" specified in the standard specifications for public works construction, "Greenbook", 2024 edition, section 214.

15.0 TACK COAT (SS1H) APPLICATION

Tack coat application shall be in accordance with the Standard Specifications for Public Works Construction, the "Greenbooks" or as specified herein.

If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat of PG 64-10 paving asphalt at an approximate rate of 0.05

gallon per square yard (0.25 L/m²) or SS-1h emulsified asphalt at an approximate rate of 0.05 to 0.10 gallon per square yard (0.25 to 0.45 L/m²) shall be uniformly applied upon the existing pavement preceding the tack coat is applied. To minimize public inconvenience, no greater area shall be treated in any one day than is planned to be covered by asphalt concrete during the same day, unless otherwise approved by the Construction Manager or City Inspector.

A similar tack coat shall be applied to the surface of any course, if the surface is such that a satisfactory bond cannot be obtained between it and a succeeding course.

The contact surfaces of all cold pavement joints, curbs, gutters, manholes, and the like shall be painted with either SS-1h emulsified asphalt or PG 64-10 paving asphalt per the application rate, as specified in the Caltrans Standard Specifications Section 39-1.09C, immediately before the adjoining asphalt concrete is placed.

Full compensation for furnishing all labor, materials, tools and equipment and for doing all the work involved in tack coat application shall be considered as included in the contract unit price paid per the tonnage of asphalt pavement installed and no additional compensation shall be allowed, therefore.

END OF SECTION

Appendix A
CALIFORNIA STATE
GENERAL PREVAILING WAGE RATES
THE CONTRACTOR SHALL CHECK WITHIN 10 DAYS OF
THE BID OPENING THE LATEST WAGE RATES

State Prevailing Wages applicable to Street Projects obtained through the following link:

Director's General Prevailing Wage Determinations
<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

Prevailing Wage Requirements
<https://www.dir.ca.gov/public-works/prevailing-wage.html>

Appendix B

FEDERAL PREVAILING WAGE

Davis Bacon Federal Wages

Selecting DBA Wage Determinations

https://sam.gov/search/?index=dba&page=1&pageSize=25&sort=-modifiedDate&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL&sfm%5BsimpleSearch%5D%5BkeywordEditorTextarea%5D=&sfm%5Bstatus%5D%5Bis_active%5D=true

CA – Imperial

CA2

APPENDIX C

CONSTRUCTION PROJECT PLANS



City Council STAFF REPORT

Document ID: 2026-190
Category: Action Item

Department: Community Development
Department Head: Othon Mora, Community Development Director
Meeting Date: May 20, 2026

SUBJECT:

CIP #837 PHASE II AND CIP #844 PHASE III OF THE EV CHARGING STATION INSTALLATION AND EV PURCHASE PROJECT CRP-5134(033)

BACKGROUND:

City staff has secured an allocation to receive federal funding up to \$622,000 through the *Carbon Reduction Program (CRP)*. The City will be matching the funding in the amount of \$80,666 through local funds.

The scope of work includes the installation of an EV Charging Station located at the City of Imperial Transit Center (APN 063-130-008). See Exhibit "A" and Exhibit "B" attached herewith for the proposed plans and specifications. The Community Development Department is requesting authorization to seek bids for the construction of the proposed project.

*Copies of the full set of plans can be obtained from the City Clerk's Office.

FISCAL IMPACT:

\$622,000 from CRP Funds
\$80,666 from Fund 8 LTA

REQUESTED ACTION:

1. Approve the plans and specifications for this project 2. Authorize staff to seek bids through a competitive bidding process for the construction of Phase II and phase III of the EV Charging Station Installation and EV purchase project CRP-5134(033).

CITY MANAGER RECOMMENDATION:

Attachments:

1. Exhibit B - Specifications_CRPL-5134(033) EV Charging Station_PhII & PhIII

CITY OF IMPERIAL
Imperial, California

CONTRACT DOCUMENTS AND
SPECIFICATIONS FOR

CRPL 5134(033)
EV CHARGING STATION INSTALLATION AND EV
PURCHASE, PHASE II & PHASE III

BID NO. 2026-XX

CITY OF IMPERIAL
COMMUNITY DEVELOPMENT DEPARTMENT
420 S. Imperial Ave.
Imperial, California 92251
(760) 355-4371

July 2025

CITY OF IMPERIAL

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CITY OF IMPERIAL

NOTICE INVITING SEALED BIDS

CRPL 5134(033)

EV CHARGING STATION INSTALLATION AND EV PURCHASE, PHASE II & PHASE III

BID NO. 2026-XX

PUBLIC NOTICE IS HEREBY GIVEN that the City of Imperial, as CITY, invites sealed bids for the above stated project and will receive such bids in the offices of the City Clerk at 420 S. Imperial Avenue, Imperial, California 92251 up to the hour of 3:00 P.M. on **Tuesday, June 23, 2026**, at which time they will be publicly opened and read aloud. A bid summary will then be prepared and posted. A Pre-Bid meeting will be conducted at 10:00 A.M. on **Tuesday, June 09, 2026** at the City of Imperial Community Development Department located at 400 S. Imperial Ave., Suite 101; Imperial, California 92251 to be followed by a Field Walk-through at the project site.

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required by the contract documents. The work to be performed includes the following activities for this contract: Furnishing and installing an EV Charging station, installation of a switchgear, installation of electrical transformer, trenching and installation of 2" electrical conduit, backfilling and compacting of the trench, restoration of the A.C. where the conduit is installed, installation of 60"x40" P.C.C. pads for the switchgear and the EV Charging station, electrical plans, thermoplastic striping for the parking and traffic control around the construction zones. All work to be completed within existing City of Imperial public right of way and property.

The scope of work includes, prior to the start of construction, the coordination between the City of Imperial and the Contractor. Testing and Studies called for shall be paid by City.

Bid packages (CD's) are available at the City of Imperial Community Development Department located at 400 S. Imperial Avenue, Suite 101; Imperial, California 92251 upon payment of \$85.00 non-refundable fee (\$100.00 if mailed). Only those firms who have purchased the bid documents will be provided any addendums that may be issued for this project prior to the bid opening date.

Any contract entered into pursuant to this notice will incorporate the provisions of State Labor Code of the State of California. Compliance with the higher State prevailing rates of wages and apprenticeship employment standards established by the State director of Industrial Relations will be required. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be required.

This project has a specific contract Disadvantaged Businesses Enterprises (**DBE**) Contract Goal of **10%**, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered areas. Said DBE Goal is applicable to all contractor's construction work (whether or not it is Federally funded or assisted) performed in the covered area. If the Contractor performs construction work in a geographical area outside of the covered area, it shall apply to the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction. The Contractor's compliance with Executive Order 11246 and the regulations in 41

CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60- 4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from the solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform through the duration of the contract, and in each trade, and the Contractor shall make a good faith effort to employ women and minority individuals evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

Each bid must be accompanied by a guaranty of cash, certified check, cashier's check or bid bond made payable to the City of Imperial 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 to be returned after the contract is awarded. In conformance with the State of California Public Contract Code Section 22300, the contractor may substitute securities for any funds withheld by the City to ensure performance under the contract. At 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 pay such funds to the contractor upon notification by the City of contractor's satisfactory completion of contract. The type of securities deposited, and the method of release shall be approved by the City Attorney's office.

As used in this notice, and in the contract resulting from this solicitation, the "covered area" is in the City of Imperial in Imperial County, State of California.

The contract documents call for monthly payments based upon the engineer's estimate of the work completed. The City of Imperial will retain five (5%) percent of each progress payment as security for completion of the balance of the work. At the request and expense of the successful bidder, the City will pay the amounts so retained upon compliance with the requirements of Public Contract Code Section 22300 and the provisions of the contract documents pertaining to Substitution of Securities.

Bids must be prepared on the approved proposal forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside:

**ATTN: CITY CLERK
SEALED BID FOR:
CRPL 5134(033)
EV CHARGING STATION INSTALLATION AND EV PURCHASE, PHASE II & PHASE III
BID NO. 2026-XX**

The Proposal should be delivered and received no later than **3:00 P.M. on Tuesday, June 23, 2026**, addressed as follows:

**City of Imperial, City Hall – City Clerk
420 S. Imperial Avenue, Imperial, CA 92251**

Questions concerning the proposal should be directed to Hector Salcedo, Project Manager via email: hsalcedo@imperial.ca.gov

Questions should be received no later than 1:00 P.M on **Tuesday, June 16, 2026.**

Clarification desired by a proposer shall be requested in writing with sufficient time to allow for a response prior to the date RFPs are due. Oral explanation or instructions shall not be considered binding on behalf of the City.

Any modifications to this solicitation will be issued by the City as a written addendum. The City will not consider proposals received after the specified time and date. This bid proposal does not commit the City of Imperial to award a contract or pay any costs associated with the preparation of a Proposal.

The City of Imperial reserves the right to reject any or all bids, to award each item separately, delete portions of the work, and/or waive any informality on any bid. No bid may be withdrawn for 45 days after the time set for the opening thereof. Failure by the successful bidder to enter into a contract with the City or to deliver goods and/or services in accordance with the bid may result in a declaration by the City that the bidder is not a responsible bidder, and elimination from consideration in future bidding.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1 (a)]. 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. Any bid submitted by a contractor or subcontractor not properly licensed and not registered with the Department of Industrial Relations shall be considered non-responsive and will be rejected.

At the time of contract award, the prime contractor shall possess a Class "A" contractor's license and/or any combination of "C" specialty contractor's license(s) sufficient to perform the work.

CITY OF IMPERIAL

INSTRUCTIONS TO BIDDERS

FOR

CRPL 5134(033)

EV CHARGING STATION INSTALLATION AND EV PURCHASE, PHASE II & PHASE III

BID NO. 2026-XX

PROPOSAL FORMS

Bids shall be submitted in writing on the Bid Proposal forms provided by the CITY, including, all forms "Required Federal Contract Provisions" must be filled and initialed. All information requested therein must be clearly and legibly set forth in the manner and form indicated. The CITY will not consider any bid proposal not meeting these requirements and/or not submitting all forms requested herein.

PROPOSAL GUARANTEE (BID BOND)

Proposals must be accompanied by a proposal guarantee consisting of a certified check or bid bond payable to the CITY in the amount of (10%) of the total amount Bid. Any proposal not accompanied by such a guarantee will not be considered. If a bidder to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the proposal guarantee shall be forfeited to the CITY. The proposal guarantees of all bidders will be held until the successful bidder has properly executed all contract documents.

NON-COLLUSION AFFIDAVIT

Bidder shall declare that the only persons or parties interested in the proposal as principals are those named therein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in the proposal; that the proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that the proposal is in all respects fair and without collusion or fraud. The Non-Collusion Affidavit shall be executed and submitted with the proposal.

PROPOSAL BID SHEET

Bidders shall give unit prices for each and all of the items set forth. No aggregate bids will be considered. The bidder shall set forth for each item of work, in clearly legible figures, a unit item price and a total for the item in the respective spaces provided for this purpose. The quantities listed in the Bid sheets are supplied to give an indication of the general scope of work, but the accuracy of figures is not guaranteed, and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

No bidder may withdraw his proposal for a period of forty-five (45) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten (10) days after the award of the contract or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

DELIVERY OF PROPOSAL

Proposals may be mailed or delivered by messenger. However, it is the bidder's responsibility alone to ensure delivery of the proposal to the hands of the CITY's designated official prior to the bid opening hour stipulated in the "Notice Inviting Sealed Bids." Late proposals will not be considered.

WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the CITY's designated official prior to the bid opening hour stipulated in the "Notice Inviting Sealed Bids". The withdrawal of a proposal will not

prejudice the right of the bidder to submit a new proposal, providing there is time to do so. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee.

IRREGULAR PROPOSALS

Unauthorized conditions, limitations, or provisions attached to a proposal will render it irregular and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification, or withdrawal will be considered.

TAXES

No mention shall be made in the proposal of Sales Tax, Use Tax, or any other tax, as all unit prices and bid amounts will be deemed and held to include any such taxes, which may be applicable.

DISQUALIFICATION OF BIDDERS

In the event that any bidder acting as a prime contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified.

This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime contractor.

No contract will be executed unless the bidder is licensed in accordance with the provisions of the State Business and Professions Code.

INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplates submission of a bid for the proposed contract and is in doubt as to the true meaning of any part of the services to be performed, he may submit to the Engineer of the CITY a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents shall be made only by addendum duly issued and copy of such addendum will be mailed or delivered to each person receiving a set of such documents.

The Engineer will not be responsible for any other explanation or interpretations of the proposed documents.

ADDENDA OR BULLETINS

All bidders are advised as to the possibility of issuance of addenda affecting the items, scope or quantity of the work required for this project. Each bidder shall be fully responsible for informing himself as to whether or not any such addenda have been issued. The effect of all addenda to the Contract Documents shall be considered in the bid and said addenda shall be made a part of the contract documents and shall be returned with them. Failure to cover in his bid any such addenda issued may render his bid irregular and may result in its rejection by the CITY.

LEGAL RESPONSIBILITIES

All proposals must be submitted, filed, made, and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same are expressly referred to herein or not.

Any Bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions, and requirements set forth, contemplated, and referred to in the Contract Documents, and to full compliance therewith.

AWARD OF CONTRACT

Following a review of the bids, the CITY shall determine whether to award the contract or to reject all bids. The award of contract, if made, will be to the lowest responsible Bidder as determined solely by the CITY. At the time of contract award, the successful Bidder shall hold a Class A Contractors License, as required to perform the work, issued by the State of California.

Additionally, the CITY reserves the right to reject any or all proposals, to accept any bid or portion thereof, to waive any irregularity, and to take the bids under advisement for the period of time stated in the "Notice Inviting Sealed Bids", all as may be required to provide for the best interests of the CITY. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Bidder to whom the award is contemplated.

No bidder may withdraw his proposal for a period of forty-five (45) days after the time set for opening thereof. However, the CITY will return all proposal guarantees within ten (10) days after the award of the contract and execution of the contract documents or rejection of the bids, as the case may be, to the respective bidders whose proposals they accompany.

LABOR CODE

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California (herein referred to as Labor Code), the CITY has obtained the general provisions rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of workman needed to execute the contract from the Director of the Department of Industrial Relations. These rates are on file with the Clerk of the CITY.

Travel and subsistence payments to each workman needed to execute the work shall be made as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.

The Contractor shall comply with the provisions of Section 1774 of the Labor Code. Failure to comply with the subject section will subject the Contractor to penalty and forfeiture provisions of Section 1775 of the Labor Code.

Pursuant to the provisions of Section 1770 of the Labor Code, the general prevailing rate of wages has been ascertained (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The CITY will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid and will not under any circumstances be considered as the basis of a claim against the CITY on the contract.

The CONTRACTOR and subcontractors shall comply with Section 1777.6 of the Labor Code which stipulates that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, of such employee, except as provided in Section 3077 of the Labor Code.

WORKMAN'S COMPENSATION CERTIFICATE

Section 3700 of the Labor Code requires that every employer shall secure the payment of compensation by either being insured against liability to pay compensation with one or more insurers or by securing a certificate of consent to self-insure from the State Director of Industrial Relations.

In accordance with this section and with Section 1861 of the Labor Code, the contractor shall sign a Compensation Insurance Certificate, which is included with the Contract Agreement, and submit same to City along with the other required contract documents, prior to performing any work. Reimbursement for this requirement shall be considered as included in the various items of work.

CLAYTON ACT AND CARTWRIGHT ACT

Section 4551 of the State Government Code specifies that in executing a public works contract with the CITY to supply goods, services or materials, the Contractor or Subcontractor offers and agrees to assign to the CITY 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 Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. This assignment shall become effective when the CITY tender's final payment to the Contractor without further acknowledgment by the parties.

SUBSTITUTION OF SECURITIES

In conformance with the State of California Public Contract Code Section 22300, the contractor may substitute securities for any funds withheld by the CITY to ensure 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 pay such funds to the contractor upon notification by CITY of Contractor's satisfactory completion of the contract.

The type of securities deposited, and the method of release shall be approved by the City Attorney's office.

SUBLETTING AND SUBCONTRACTING

Pursuant to the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the Government Code), bidders are required to list in their proposal the name and location of place of business of each subcontractor who will perform work or labor or render services in or about the construction of the work or improvement or a subcontractor who specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications in excess of 1/2 of 1% of this prime contractor's total bid. Failure to list a subcontractor for a portion of the work means that the prime contractor will do that portion of the work. It is the Agency's intent for the Subletting and Subcontracting Fair Practices Act to apply to all phases of the work.

CITY BUSINESS LICENSE

The Contractor shall obtain a City of Imperial Business License prior to the City's issuing the Notice to Proceed.

The annual fee for the Business License is one-hundred dollars (\$100.00).

QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

BUY AMERICA

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

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)].

2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and

drilling) or chemical composition.

2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

VERIFICATION OF COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

Per California Executive Order N-6-22, the City of Imperial is required to assure that all contractors doing business with the City of Imperial are in compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any.

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.

BID OPENING

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

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.

CONTRACT AWARD

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

CONTRACTOR LICENSE

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

CITY OF IMPERIAL

BUY AMERICAN REQUIREMENT CERTIFICATION

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the 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 other coating that protects or enhances the value of 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 specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) 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 the foreign steel and iron prior to incorporating the materials into the work.

By submitting a bid/proposal under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid/proposal, the offeror certifies that steel and each manufactured product, are produced in the United States, as defined in the clause Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Offerors may obtain from the owner a listing of articles, materials and supplies excepted from this provision.

PRODUCT	COUNTRY OF ORIGIN

Bidders Signature: _____

Print Name: _____ Title: _____

DISADVANTAGE BUSINESS

ENTERPRISE (DBE)

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 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 equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs. Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions 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:

- 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."

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(d)(1) through (4) and (6).

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* 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 will find your bid nonresponsive.

b. Good Faith Efforts Submittal

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 your 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 assistance was provided. 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 DBE goal.

c. Exhibit 15-G - Local Agency Bidder DBE Information (Construction Contracts)

Complete and sign Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (*DBE and Non- DBE*) and Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Construction Manager of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business

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 Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. 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.

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, 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. One 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 or substituted, you must 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 Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless it is performed or supplied by the listed DBE or an authorized substitute.

Exhibit 15-G: Construction Contract DBE Commitment

1 Local Agency: _____ 2 Contract DBE Goal: _____
 3 Project _____
 4 Project _____
 5 Bidder's Name: _____ 6 Prime Certified DBE: 7. Bid Amount: _____
 8 Total Dollar Amount ALL Subcontractors: _____ 9 Total Number ALL Subcontractors: _____

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

Local Agency to Complete this Section upon Execution of Award		16. TOTAL CLAIMED DBE PARTICIPATION	\$
22. Local Agency Contract Number:			
23. Federal-Aid Project Number:			%
24. Bid Opening Date:			
25. Contract Award Date:		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
26. Award Amount:			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
27. Local Agency Representative's Signature _____ 28. Date _____		17. Preparer's Signature _____ 18. Date _____	
29. Local Agency Representative's Name _____ 30. Phone _____		19. Preparer's Name _____ 20. Phone _____	
31. Local Agency Representative's Title _____		21. Preparer's Title _____	

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

INSTRUCTIONS - CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

- Local Agency** - Enter the name of the local agency that is administering the contract.
- Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- Project Location** - Enter the project location(s) as it appears on the project advertisement.
- Bidder's Name** - Enter the contractor's firm name.
- Prime Certified DBE** - Check box if prime contractor is a certified DBE.

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

LOCAL AGENCY SECTION

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

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date	PE/CE
------------------------	-------

Federal-aid Project No(s) . _____ Bid Opening Date
CON

The _____ established a Disadvantaged Business Enterprise (DBE) goal of ____% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) **calendar** days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-01: Consultant Proposal DBE Commitments or Exhibit 15-G:

Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

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

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

Publications

Dates of Advertisement

[illegible]

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

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
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-
- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
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- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

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

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

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

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

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

Name of Agency/Organization Results	Method/Date of Contact

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

REQUIRED CONTRACT PROVISIONS - FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 601.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

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

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

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

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

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

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

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

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

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

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

- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a

special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

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

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts.

Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

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

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

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

- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. Wage rates and fringe benefits. All laborers and

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

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

- (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

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

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

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is used in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system

requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and equal employment opportunity (29 CFR

5.5)

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

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

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

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

b. Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

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

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

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

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7.

Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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

b. No part of this contract shall be subcontracted to any

person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

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

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

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any

Federal-aid construction contract in an amount in excess of

\$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

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

3. Withholding for unpaid wages and liquidated damages

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

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

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief,

including interest from the date of the underpayment or loss, due to any workers of lower tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

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

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts;

however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is

responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

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

* * * * *

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

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

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

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

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

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

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

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

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

* * * * *

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

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

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

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

ATTACHMENT A - EMPLOYMENT AND MATERIALS
DEVELOPMENT

PREFERENCE FOR APPALACHIAN

HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS

ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

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

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

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

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

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

FEMALES AND MINORITY GOALS

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

The nationwide goal for female utilization is 6.9 percent.

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

MINORITY UTILIZATION GOALS

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

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

For each July during which work is performed under the contract, you and each nonmaterial-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.

TITLE VI

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

BID PROPOSAL

CITY OF IMPERIAL

BID PROPOSAL

For

CRPL 5134(033)

EV CHARGING STATION INSTALLATION AND EV PURCHASE, PHASE II & PHASE III

BID NO. 2026-XX

TO CITY OF IMPERIAL, as CITY:

In accordance with CITY's "Notice Inviting Sealed Bids", the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Contract Documents, and to perform all work in the manner and time prescribed.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with the CITY at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to the CITY of the Bid Bond accompanying this proposal.

BIDDER understands that a bid is required for the entire work that the estimated quantities set forth in the Proposal Bid Sheet are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

BIDDER agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before commencing the performance of this Contract if awarded it.

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

DATED: _____, 2026.

BIDDER: _____

BIDDER'S ADDRESS:

BY: _____

TITLE: _____

TELEPHONE #: _____

FAX #: _____

BIDDER 'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name _____

Business Address _____

Telephone _____

State Contractor's License No. and Class _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

CONTRACTOR'S LICENSING STATEMENT

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number: _____

Name of Individual Contractor (Print or type): _____

Signature of Owner: _____

Business Address: _____

Or

Name of Firm: _____

Business Address: _____

Name: _____ Title: _____

Address: _____

Or

Name of Corporation: _____

Corporation Address: _____

Corporation organized under the laws of the State of _____

Signature of President of Corporation

Signature of Secretary of Corporation

LIST OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors as follows:

Name Under Which Subcontractor Is Licensed	Specific License of No.	Address Office Mill/Shop	Percent of Total Contract	Description of Subcontract
--	-------------------------------	--------------------------------	---------------------------------	-------------------------------

REFERENCES

The following are the names, addresses, and phone numbers for three public agencies for which BIDDER has performed similar work within the past two years:

DESIGNATION OF SURETIES

The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

CITY OF IMPERIAL

BID BOND

CRPL 5134(033)
EV CHARGING STATION INSTALLATION AND EV PURCHASE, PHASE II &
PHASE III

BID NO. 2026-XX

KNOW ALL MEN BY THESE PRESENTS that _____,
as BIDDER, and _____,
as SURETY, are held and firmly bound unto the CITY OF IMPERIAL, as CITY, in the penal
sum of _____
dollars (\$ _____), which is ten percent (10%) of the total amount bid by
BIDDER to the CITY for the above stated project, for the payment of which sum, BIDDER
and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to
submit a bid to CITY for the above stated project, if said bid is rejected, or if said bid is
accepted and a contract is awarded and entered into by BIDDER in the manner and time
specified, then this obligation shall be null and void, otherwise it shall remain in full force and
effect in favor of AGENCY.

WITNESS our hands this ____ day of _____, 2026.

(seal)

CONTRACTOR (CORPORATION) – TYPE

By: _____
President

By _____
Secretary/Treasurer

NOTE: SIGNATURE OF CORPORATE OFFICIALS MUST BE NOTARIZED.

Subscribed and sworn to before me
this _____ day of _____, 2026.

Notary Public _____

(Page 1 of 2)

SURETY'S NAME-TYPE

Mailing Address

By: _____
Name

Title _____

NOTE: SIGNATURE OF SURETY MUST BE NOTARIZED.

Subscribed and sworn to before me
this _____ day of _____, 2026.

Notary Public _____

(seal)

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

_____ being first duly sworn deposes and says that he is _____ (sole owner, a partner, president, etc.) of _____ the party making the foregoing bid; that such bid is not made in the interest of or behalf of any undisclosed person, partnership, company, association, organization or corporation, that such bid is genuine and not collusive or a sham, that said bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or that anyone shall refrain from bidding, that said bidder has not in any manner, directly or indirectly sought by agreements, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix the overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not, directly or indirectly submitted his 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 in connection, organization, bid depository, or to any member or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: _____

Title: _____

Subscribed and sworn to before me
this _____ day of _____, 2026.

Notary Public _____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
EXHIBIT 12-E

The bidder _____, proposed subcontractor(s) _____, hereby certifies that he/she has _____ has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

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

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

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

DEBARMENT AND SUSPENSION CERTIFICATION
EXHIBIT 12-E

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

NAME OF CONTRACTOR

ADDRESS: _____

SIGNATURE: _____

DATE: _____

NON-LOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS
EXHIBIT 12-E

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

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

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

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

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

NAME OF CONTRACTOR

ADDRESS: _____

SIGNATURE: _____

DATE: _____

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.

<input style="width: 40px; height: 40px; border: 1px solid black;" type="checkbox"/> <input style="width: 40px; height: 40px; border: 1px solid black;" type="checkbox"/> <input style="width: 40px; height: 40px; border: 1px solid black;" type="checkbox"/> COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352		
1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee ☒ f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity Prime Congressional District, if known Subawardee Tier _____, if known Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
☐ (attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ ☐ _____ ☐ _____ actual planned	13. Type of Payment (check all that apply) ☐ ☐ ☐ ☐ ☐ ☐ a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other, specify _____	
12. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: ☐ ☐ (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes No		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than _____.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee 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 "Sub awardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to

influenced the covered federal action.

(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

CITY OF IMPERIAL

PROPOSAL BID SHEET

Page 1 of 3

FOR
EV CHARGING STATION INSTALLATION AND EV PURCHASE, PHASE II & PHASE
III

BID NO. 2026-XX

Item No.	Description	Units	Estimate Quantity	Unit Price	Amount
1	MOBILIZATION /BONDS / INSURANCES.	LS	1.00		
2	PREPARATION / IMPLEMENTATION OF TRAFFIC CONTROL PLANS & CONSTRUCTION AREA SIGNS.	LS	1.00		
3	CONSTRUCTION STAKING.	LS	1.00		
4	GEOTECHNICAL TESTING FOR QUALITY CONTROL.	LS	1.00		
5	SAWCUT EXISTING AC PAVEMENT FOR INSTALLATION OF ELECTRICAL CONDUIT.	LF	126.00		
6	REMOVE AND DISPOSAL OF DEBRIS	LS	1.00		
7	SUPPLY AND INSTALLATION OF 2" DIAMETER ELECTRICAL CONDUIT. INCLUDES TRENCHING, BACKFILLING, INSTALLATION OF CONDUIT AND BACKFILLING, PER DETAIL 1.	LF	235.00		
8	RESTORATION OF AC PAVING AFTER CONDUIT INSTALLATION. PER DETAIL 2.	SF	378.00		
9	INSTALLATION OF 60-IN X 40-IN CONCRETE PAD FOR EV CHARGING STATION AND SWITCHGEAR. PER DETAIL 3.	EA	2.00		
10	INSTALLATION OF ELECTRICAL TRANSFORMER IN POWER POLE BY IID. INCLUDES TTRANSFORMER, PARTS AND LABOR.	LS	1.00		
11	FURNISH AND INSTALLATION OF E5-T (13" X 24") TRAFFIC-RATED PULL BOX BY J&R CONCRETE PRODUCTS, INC. SEE DETAIL 3 FOR INSTALLATION DETAILS.	EA	2.00		

Item No.	Description	Units	Estimate Quantity	Unit Price	Amount
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PROPOSAL BID SHEET Page 2 of 3

BID NO. 2026-XX

12	SUPPLY AND INSTALLATION OF SWITCHGEAR: RESA BRAND SWITCHGEAR WITH RECERTIFIED EATON CIRCUIT BREAKERS; 1200A UTILITY SERVICE, UGPS, CT/METER COMPARTMENT, MAIN BREAKER WITH GFI, 480/277, 3P 4W, 30KAIC MIN, NEMA3R; FREE STANDING; 2 SECTION WITH FOLLOWING DISTRIBUTION BREAKERS 4) 300/3.	LS	1.00		
13	SUPPLY AND INSTALLATION OF BTC (180KW AIO) CHARGING STATION. ITEM INCLUDES: C-READER- SUBSCRIPTION FOR 5 YEARS, CHARGING STATION MANAGEMENT EVR STANDARD (EVR NETWORK PLATFORM - STANDARD), CELLULAR CONNECTIVITY 5-YEAR PLAN, ON SITE COMMISSIONING AND FIELD SERVICES, DASHBOARD, MONITORING, REPORTING ALERTS AND ALERTS, CO-BRANDED DRIVER PAYMENT APP, REVENUE DISTRIBUTED MONTHLY, 24-7 PHONE SUPPORT. 5-YEAR PARTS WARRANTY, OPERATIONS AND MAINTENANCE PLAN.	LS	1.00		
14	ELECTRICAL INSTALLATION.	LS	1.00		
15	THERMOPLASTIC PAVEMENT STRIPING AND SIGNAGE PER PLAN.	LS	1.00		
	TOTAL BID PROPOSAL =				\$

CITY OF IMPERIAL
PROPOSAL BID SHEET Page 3 of 3
FOR
EV CHARGING STATION INSTALLATION AND EV PURCHASE, PHASE II & PHASE
III

BID NO. 2026-XX

NOTE 1: THE ESTIMATED QUANTITIES INDICATED ABOVE ARE APPROXIMATE. THE ENGINEER WILL NOT ASSUME RESPONSIBILITY FOR THE QUANTITIES ILLUSTRATED IN THE PROJECT PLANS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH THE QUANTITIES.

NOTE 2: THE LOWEST RESPONSIVE BID WILL BE BASED ON THE LOWEST TOTAL BID PROPOSAL.

TOTAL AMOUNT OF BID PROPOSAL (NUMBERS)_____

TOTAL AMOUNT OF BID PROPOSAL (WORDS)_____

Note: The estimated quantities listed in the Proposal Bid Sheet(s) are supplied to give an indication of the general scope of the work, but the accuracy of these figures is not guaranteed, and the bidder shall make his own estimates from the drawings. In case of a variation between the unit price and the totals shown by the bidder, the unit price will be considered to be the bid.

Bidder's Name and Telephone Number

This Page Intentionally Left Blank

This Page Intentionally Left Blank

VERIFICATION OF COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

Per California Executive Order N-6-22, the City of Imperial is required to assure that all contractors doing business with the City of Imperial are in compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any. Please execute this document to verify your current compliance with Executive Order N-6-22 and to ensure that this project will be in compliance with Executive Order N-6-22.

NOTICE: Having conducted a good faith review, I attest that the person/entity submitting this bid is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as sanctions imposed under state law, if any. Further, I attest that I am aware of Executive Order N-6-22 and agree monitor the project to ensure the project remains in compliance with Executive Order N-6-22.

BIDDER

Note that responses may be subject to disclosure under the California Public Records Act. Accordingly, it is within the discretion of the respondent to determine what information to provide. Additionally, please do not include any confidential information or disclosures that could pose security risks.

BID PROPOSAL

IN WITNESS WHEREOF, BIDDER executes and submits this bid proposal with the names, titles, hands, and seals of all forenamed principals this _____ day of _____, 2026.

Bidder: _____

By: _____

Title: _____

Subscribed and sworn to this _____ day of _____, 2026.

NOTARY PUBLIC _____

AGENCY acknowledges this proposal was received and opened at the time and in the place specified, and that it was accompanied by the required guarantee in the amount of ten percent (10%) of the total bid.

By: _____

Title: _____

CONTRACT DOCUMENTS

CITY OF IMPERIAL
CONSTRUCTION SERVICES AGREEMENT

This CONSTRUCTION SERVICES AGREEMENT ("Agreement"), is made and effective _____, by and between City of Imperial, a municipal corporation ("AGENCY"), and [insert contractor name], a [sole proprietorship, partnership, limited liability partnership, corporation] ("CONTRACTOR"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in this Agreement and shall furnishing all materials, equipment, tools, labor and incidentals as required by the Plans, Specifications and Contract Documents. The work to be performed includes the following activities for this contract:

The work to be performed includes the following activities for this contract: Furnishing and installing an EV Charging station, installation of a switchgear, installation of electrical transformer, trenching and installation of 2" electrical conduit, backfilling and compacting of the trench, restoration of the A.C. where the conduit is installed, installation of 60"x40" P.C.C. pads for the switchgear and the EV Charging station, electrical plans, thermoplastic striping for the parking and traffic control around the construction zones. All work to be completed within existing City of Imperial public right of way.

The scope of work includes, prior to the start of construction, the coordination between the City of Imperial and the Contractor for the compliance and implementation of the Project Environmental Conditions listed on Appendix B.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the AGENCY, the Construction Manager, the Architect, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the AGENCY, the Construction Manager, or the Architect on account of delay, hindrance, interference or other events caused by a separate contractor.

II. TIME FOR PROJECT COMPLETION

All of CONTRACTOR's work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule. All work shall commence no later than ten (10) calendar days after receiving a written Notice to Proceed from the AGENCY or Construction Manager, if a Construction Manager is employed by AGENCY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations. The aggregate sum total work of all individual Prime Contractors to

the AGENCY comprises the entire "Project" and shall be commenced and completed in conformance with the Project Construction Schedule.

The entire Project shall be completed within **Forty-five (45) consecutive calendar days**.

III. THE CONTRACT SUM

The AGENCY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of _____ (\$____.00).

IV. PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the CONTRACTOR and Certificates for Payment issued by the Architect, the AGENCY shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the General Conditions.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.]

V. RETENTION OF SECURITIES

Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of the CONTRACTOR.

VI. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

CONTRACTOR shall indemnify, defend with legal counsel approved by AGENCY, and hold harmless AGENCY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the AGENCY. Should conflict of interest principles preclude a single legal counsel from representing both AGENCY and CONTRACTOR, or should AGENCY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the AGENCY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the AGENCY (and its officers, officials, employees and volunteers) with

respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether 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 AGENCY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless AGENCY for liability attributable to the active negligence of AGENCY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where AGENCY is shown to have been actively negligent and where AGENCY'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 AGENCY.

VII. PREVAILING WAGES

- A. In accordance with the provisions of Labor Code §§1770 to 1781, the City Council of The City of Imperial has adopted the latest publication of the General Prevailing Wage Rates entitled, "State of California, Department of Transportation, Equipment Rental Rates and General Prevailing Wage Rates."
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
 - 1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
 - 2. Section 1777.4 - Apprenticeship Requirements.
 - 3. Section 1777.5 - Apprenticeship Requirements.
 - 4. Section 1813 - Penalty for Failure to Pay Overtime.
 - 5. Sections 1810 and 1811 - Working Hour Restrictions.
 - 6. Section 1775 - Payroll Records.
 - 7. Section 1773.8 - Travel and Subsistence Pay.

VIII. RECORD AUDIT

In accordance with Government Code, Section 8546.7, records of both the AGENCY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

IX. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the AGENCY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Architect.

X. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from AGENCY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the AGENCY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the AGENCY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the AGENCY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the AGENCY, or the CONTRACTOR shall pay the AGENCY the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the AGENCY.

XI. INSURANCE

Prior to the beginning of and throughout the duration of the Work, CONTRACTOR and its subcontractors shall 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 herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to AGENCY.

A. CONTRACTOR shall provide the following types and amounts of insurance:

Without limiting CONTRACTOR's indemnification of AGENCY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and, in a form, satisfactory to AGENCY.

General liability insurance. CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and \$2,000,000 completed

operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Umbrella or excess liability insurance. [Optional depending on limits required] CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Workers' compensation insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

CONTRACTOR shall submit to AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to AGENCY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Builder's risk insurance. Upon commencement of construction and with approval of AGENCY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the AGENCY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and AGENCY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to AGENCY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the AGENCY. The AGENCY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to Agency to ensure adequacy of terms and sublimits and shall be submitted to the Agency prior to commencement of construction.

Other provisions or requirements

Proof of insurance. CONTRACTOR shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by AGENCY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. AGENCY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

Primary/noncontributing. Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.

Products/completed operations coverage. Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The AGENCY, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

Agency's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR or AGENCY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, AGENCY may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the AGENCY's risk manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against AGENCY and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. 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, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.

Notice of cancellation. CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that AGENCY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages 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 AGENCY and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONTRACTOR agrees to ensure that its subconsultants, 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 and endorsements 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 section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.

Agency's right to revise requirements. The AGENCY 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 a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the AGENCY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.

Timely notice of claims. CONTRACTOR shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XII. CONTRACTOR'S LICENSE

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

XIII. REGISTRATION REQUIREMENTS

Pursuant to Section 1771.1(a) of the Labor Code:

"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 any contract for public work, as defined in this chapter, unless currently registered and qualified to 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."

CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

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.

The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the AGENCY knows that

the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

XIV. CORPORATION IN GOOD STANDING

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____ whose title is _____, is authorized to act for and bind the corporation.

XV. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

XVI. SUBSURFACE HAZARDOUS MATERIALS

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the AGENCY in writing of any:
1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing from those indicated.
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the AGENCY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the AGENCY will issue a change order under the procedures described in the General Conditions.
- C. In the event that a dispute arises between the AGENCY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR

shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

XVII. LIQUIDATED DAMAGES

Pursuant to Government Code Section 53069.85, if work is not completed within the contract time or in strict accordance with the Project Schedule, it is understood, acknowledged and agreed that the AGENCY will suffer damage. It is therefore agreed that the CONTRACTOR shall pay to the AGENCY the sum of: \$1,000.00 for each and every calendar day of delay beyond the Contract Time, or beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual Contract activity.

CONTRACTOR expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the CONTRACTOR does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule. If the AGENCY accepts work or makes any payment under this Agreement after a default by reason of delays, the acceptance of such work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding Contract Time, a completion schedule, the Project Schedule or the accrual of liquidated damages. In the event the same is not paid, the CONTRACTOR further agrees that the AGENCY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under the Agreement. This Article does not exclude recovery of damages under provisions of the Contract Documents and is expressly in addition to the AGENCY's ability to seek other damages.

CONTRACTOR is to refer to Section II of this AGREEMENT for Project Construction Schedule for duration of individual activities. Liquidated damages may be assessed if any individual activity duration exceeds the time indicated for that activity on the Project Construction Schedule.

XVIII. CLAIM PROCEDURES UNDER PUBLIC CONTRACT CODE SECTION 9204

CONTRACTOR shall comply with the procedure set forth in Public Contracts Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement, and/or 3) payment of an amount disputed by the AGENCY under this Agreement.

XIX. COMPONENT PARTS OF THE CONTRACT

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- 6.1 Invitation for Bids/Advertisement.
- 6.2 Proposal Requirements.
- 6.3 General Conditions
- 6.4 Supplemental General Conditions (State)
- 6.5 Specifications
- 6.6 Special Provisions
- 6.7 Proposal Bid Form
- 6.8 Bid Bond
- 6.9 Proposal Agreement
- 6.10 Agreement
- 6.11 Faithful Performance Bond
- 6.12 Labor and Material Bond
- 6.13 Workers' Compensation Insurance Certification
- 6.14 Subcontractor's Listing
- 6.15 Noncollusion Affidavit
- 6.16 Drug and Alcohol Testing Requirements
- 6.17 Corporate Certification or Partnership Information
- 6.18 Contractor's Certification of Qualification
for License Classification

All of the above-named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above-named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

The Contract Documents may only be amended by Change Order as provided in section 1-20 of the General Conditions.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

XX. ENTIRE CONTRACT

AGENCY and CONTRACTOR each bind itself, its partners, successors, assigns and legal representative to the other party hereto, its partners, successors, assigns and legal representative in respect of all covenants, agreements and obligations contained in the Contract Documents.

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

CONTRACTOR

[Name of Contractor]

AGENCY

City of Imperial

By: _____

By: _____

Title: _____

Dennis Morita, City Manager

Date: _____

Date: _____

ATTEST:

Kristina Shields, City Clerk

APPROVED AS TO FORM:

By: _____
Katherine Turner, City Attorney

CONTRACT PERFORMANCE BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the CITY OF IMPERIAL (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Contractor"), an agreement for the work described as follows:

**CRPL 5134(033)
EV CHARGING STATION INSTALLATION AND EV PURCHASE, PHASE II &
PHASE III.**

BID NO. 2026-XX

(hereinafter referred to as the "Public Work"); and
WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated _____,
(hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the
undersigned Contractor, as Principal, and _____,
a corporation organized and existing under the laws of the State of _____,
and duly authorized to transact business under the laws of the State of California, as Surety,
are held and firmly bound unto the City of Imperial in the sum of _____
Dollars (\$ _____)
said sum being not less than one hundred percent (100%) of the total amount payable by
the said Obligee under the terms of the said Contract, for which amount will and truly to be
made, we bind ourselves, our heirs, executors and administrators, successors and assigns,
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the bounden Contractor, his or
its heirs, executors, administrators, successors or assigns, shall in all things stand to and
abide by, and will and truly keep and perform the covenants, conditions and agreements in
the said Contract and any alteration thereof made as therein provided, on his or its part, to
be kept and performed at the time and in the manner therein specified, and in all respects
according to their intent and meaning; and shall faithfully fulfill the one year guarantee of all
materials and workmanship; and indemnify and save harmless the Obligee, its officers and
agents, as stipulated in said Contract, then this obligation shall become null and void;
otherwise it shall be and remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension
of time, alteration or addition to the terms of the Contract or to the work to be performed
thereunder or the Specifications accompanying the same shall in 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 Contract or to the work or to the
Specifications.

No final settlement between the Obligee and the Contractor shall abridge the right of any
beneficiary hereunder, whose claim may be unsatisfied.
Contractor and Surety agree that if the Obligee is required to engage the services of an
attorney in connection with enforcement of the bond, each shall pay Obligee's reasonable
attorney's fees incurred, with or without suit, in addition to the above sum.

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

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$ _____

(The above must be filled in by corporate surety).

IMPORTANT: Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or
representative for service of
process in California if
different from above)

(Telephone Number of Surety
and agent or representative
for service of process in

California).

STATE OF CALIFORNIA)
COUNTY OF _____) ss.

On this _____ day of _____, in the year 2026, before me, _____, a Notary Public in and for said State, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) thereto and his own name as Attorney-in-Fact.

Notary Public in and for said State

(SEAL)

My Commission expires:_____

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the City of Imperial (sometimes referred to hereinafter as "Obligee") has awarded to(hereinafter designated as the "Contractor"), an agreement dated _____, described as follows:

**CRPL 5134(033)
EV CHARGING STATION INSTALLATION AND EV PURCHASE, PHASE II &
PHASE III**

BID NO. 2026-XX

(hereinafter referred to as the "Contract"): and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to Section 3247 of the California Civil Code;

NOW, THEREFORE, We, _____,
the undersigned Contractor, as Principal; and _____,
a corporation organized and existing under the laws of the State of _____,
and duly authorized to transact business under the laws of the State of California, as
Surety, are held and firmly bound unto the City of Imperial and to any and all persons,
companies or corporations entitled to file stop notices under Section 3181 of the California
Civil Code, in the sum of _____ Dollars (\$_____)

said sum being not less than one hundred percent (100%) of the total amount payable by
the said Obligee under the terms of the said Contract, for which payment will and truly to be
made, we bind ourselves, our heirs, executors and administrators, successors and assigns,
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if said Contractor, his or its heirs,
executors, administrators, successors or assigns, or Sub-contractors, shall fail to pay for
any materials, provisions or other supplies, implements, machinery or power used in, upon
for or about the performance of the Public Work contracted to be done, or to pay any person
for any work or labor of any kind, or for bestowing skills or other necessary services thereon,
or for amounts due under the Unemployment Insurance Code with respect to such work or
labor, or for any amounts required to be deducted, withheld, and paid over to the
Employment Development Department from the wages of employees of paid Contractor and
his Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with
respect to such work and labor as required by the provisions of Section 3247 through 3252
of the Civil Code, the Surety or Sureties hereon will pay for same in an amount not
exceeding the sum specified in this bond, otherwise the above obligation shall be void. In
addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of
any and all persons, companies and corporations entitled to serve stop notices under
Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any
suit brought upon this bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of
time, alteration or additions to the terms of the said Contract 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 Contract or to the work or to the
Specifications.

No final settlement between the Obligee and the Contractor hereunder shall abridge the

right of any beneficiary hereunder, whose claim may be unsatisfied.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Obligee's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

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

PRINCIPAL/CONTRACTOR:

By: _____

SURETY: _____

By: _____

Attorney-in-Fact

IMPORTANT: Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or
representative for service of
process in California if
different from above)

(Telephone Number of Surety
and agent or representative
for service of process in
California).

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, in the year 2026, before
_____, a Notary Public in and
for said State personally appeared _____
_____, known to me to be the person whose name is subscribed to the within
instrument as the Attorney-in-Fact of the _____ (Surety) and
acknowledged to me that he subscribed the name of the _____
_____ (Surety) thereto and his own name as Attorney-in-Fact.

Notary Public in and for said State

(SEAL)

My Commission expires: _____

Note: A copy of the power of attorney to local representatives of the bonding company
must be attached hereto.

GENERAL LIABILITY ENDORSEMENT

CITY OF IMPERIAL
420 S. Imperial Ave.
Imperial, CA 92251

A. POLICY INFORMATION

Endorsement # _____

1. Insurance Company: _____

Policy Number: _____

2. Policy Term: (From) _____ (To) _____

Endorsement Effective Date: _____

3. Named Insured: _____

4. Address of Named Insured: _____

5. Limit of Liability Any One Occurrence/Aggregate:
\$ _____

6. Deductible or Self-Insured Retention (Nil unless otherwise specified):
\$ _____

7. Coverage is equivalent to:

Comprehensive General Liability form GL0002 _____

Commercial General Liability "Occurrence" form CG0001 _____

8. Bodily Injury and Property Damage Coverage is: _____ "occurrence"

Note: The City of Imperial standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage is not acceptable. If commercial general liability form or equivalent is used, the general aggregate must apply separately to this location/project or the general aggregate must be twice the occurrence limit.

9. Description of Project: _____

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** As respects any work performed on the above-described Project, the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers, and volunteers are included as insured with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the Named Insured on the above-described Project for or on behalf of the City of Imperial; or (b) products sold by the Named Insured to the City of Imperial for use on the Project; or (c) premises leased by the Named Insured from the City of Imperial, the insurance afforded by this policy shall be primary insurance as respects the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers, or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured schedule underlying primary coverage. In either event, any other insurance maintained by the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers, or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - (1) Insurance Services Office form number GL 0002 (Ed. 1/73), Comprehensive General Liability Insurance and Insurance Services Office form number GL 0404 Broad Form Comprehensive General Liability endorsement; or
 - (2) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001; or
 - (3) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding sections (1) and (2).
4. **SEVERABILITY OF INTEREST.** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made, or a suit is brought, except with respect to the Company's limit of liability.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City Imperial, its elected or appointed officer, officials, employees, consulting engineers or volunteers.
6. **CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City of Imperial. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

ATTN: _____
(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)

(Telephone Number)

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____, warrant that I have authority to bind the
(print/type name) listed Insurance company and by my
signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (Original Signature required on
endorsement furnished to the City of Imperial)

ORGANIZATION: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

AUTOMOBILE LIABILITY ENDORSEMENT

CITY OF IMPERIAL
420 S. Imperial Ave.
Imperial, CA 92251

A. POLICY INFORMATION

Endorsement # _____

1. Insurance Company: _____
Policy Number: _____
2. Policy Term: (From) _____ (To) _____
Endorsement Effective Date: _____
3. Named Insured: _____
4. Address of Named Insured: _____
5. Limit of Liability Any One Occurrence/Aggregate
\$ _____
6. Deductible or Self-Insured Retention (Nil unless otherwise specified):

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** The City of Imperial, its elected or appointed officers, officials, consulting engineers, employees and volunteers are included as insured with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers or volunteers.
2. **CONTRIBUTION NOT REQUIRED.** As respects work performed by the Named Insured for or on behalf of the City of Imperial, the insurance afforded by this policy shall:

(a) be primary insurance as respects the City of Imperial, its elected or appointed officers, officials, employees, consulting engineers or volunteers;

or

(b) stand in an unbroken chain of coverage in excess of the Named Insured's primary coverage. In either event, any other insurance maintained by the City of Imperial, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. SCOPE OF COVERAGE. This policy, if primary, affords coverage to the Named Insured at least as broad as:

(1) Insurance Services Office form number CA 00001 (Ed. 1/78), Code 1 ("any auto") and endorsement CA 0025.

(2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).

4. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made, or a suit is brought, except with respect to the Company's limit of liability.

5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City of Imperial, its elected or appointed officer, officials, employees, consulting engineers or volunteers.

6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City of Imperial. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

ATTN: _____
(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)

(Telephone)

**D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE
OF THE INSURER**

I, _____, warrant that I have authority to bind the
 (print/type name) listed Insurance Company and by my
signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (Original Signature required on
endorsement furnished to the City of Imperial)

ORGANIZATION: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

WORKER'S COMPENSATION/EMPLOYERS LIABILITY
ENDORSEMENT

CITY OF IMPERIAL
420 S. Imperial Ave.
Imperial, CA 92251

A. POLICY INFORMATION Endorsement # _____

1. Insurance Company: _____
Policy Number: _____
2. Effective Date of This Endorsement: _____
3. Named Insured: _____
4. Employer's Liability Limit (Coverage B) _____

B. POLICY AMENDMENTS

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. CANCELATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City of Imperial. Such notice shall be addressed as shown in the heading of this endorsement.
2. WAIVER OF SUBGROGATION. The Insurance Company agrees to waive all rights of subrogation against the City of Imperial, its elected or appointed officers, officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the City of Imperial.

C. **SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE
OF THE INSURER**

I, _____, warrant that I have authority to bind the
(print/type name) listed Insurance company and by my
signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (Original Signature required on
endorsement furnished to the City of Imperial)

ORGANIZATION:_____

TITLE:_____

ADDRESS:_____

TELEPHONE:_____

CITY OF IMPERIAL

GENERAL SPECIFICATIONS

FOR
CRPL 5134(033)
EV CHARGING STATION INSTALLATION AND EV PURCHASE, PHASE II &
PHASE III

BID NO. 2026-XX

SCOPE OF WORK

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the contract documents to construct the above stated project, consisting of:

The work consists generally of the Furnishing and installing an EV Charging station, installation of a switchgear, installation of electrical transformer, trenching and installation of 2" electrical conduit, backfilling and compacting of the trench, restoration of the A.C. where the conduit is installed, installation of 60"x40" P.C.C. pads for the switchgear and the EV Charging station, electrical plans, thermoplastic striping for the parking and traffic control around the construction zones. All work to be completed within existing City of Imperial public right of way.

LOCATION OF WORK

1. CITY OF IMPERIAL'S IMPERIAL TRANSIT PARK, LOCATED ON EAST BARIONI ST., BETWEEN NORTH "L" ST. AND NORTH "M" ST., AS ILLUSTRATED ON CONSTRUCTION PLANS.

TIME OF COMPLETION

The Contractor shall complete all work in every detail within **Forty-five (45) consecutive calendar days** after the date of the Notice to Proceed, exclusive of maintenance periods.

TRAFFIC REQUIREMENTS

All streets must remain open to public traffic. Temporary street and/or sidewalk closures may be made with the prior approval of the City Engineer.

UTILITY REQUIREMENTS

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with an approximate location of their substructures in the construction area when the Contractor gives at least 48 hours notice to the Underground Service Alert by calling 1-800-422-4133. Contractor shall contact USA as specified and shall provide the City with proof of contact with USA upon request.

The Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The utility companies listed below can be contacted as indicated.

1. Imperial Irrigation District: Ignacio Romo, (760) 482-3426
2. Southern California Gas: Joe Montenegro, (760) 352-6100
3. SBC - Telephone Company: Mike Ormond, (760) 337-3358
4. Time Warner (cable TV): Keith Johnson, (760) 352-8835
5. County Public Works Department: Veronica Atondo, Deputy Director, (442) 265-1818
6. City of Imperial Public Services: Jackie Loper, (760) 355-3336
8. Community Development Director: Othon Mora, (760) 355-1152

The Contractor shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not and shall assume full responsibility for all damage resulting from his operations. The Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the construction period and shall be responsible for preparation and processing of any required plans or permits. The Contractor shall assume full responsibility to maintain uninterrupted service for all utilities, including temporary service connections. Payment for protection in place shall be deemed as included in the items of work as shown on the proposal bid sheet and no additional compensation will be allowed.

FLOW AND ACCEPTANCE OF WATER

It is anticipated that storm, surface or other waters may be encountered at various times and locations during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that he has investigated the risk arising from such waters and has prepared his bid accordingly, and Contractor, by submitting a bid, assumes all of said risk.

The Contractor shall conduct his operations in such a manner that storm, or other waters may proceed uninterrupted along their existing street or drainage courses. Diversion of water for short reaches to protect construction in progress will be permitted if public and/or private properties, in the opinion of the Engineer, are not subject to the probability of damage. The Contractor shall obtain written permission from the applicable public agency or property owner before any diversion of water outside of street right of way will be permitted.

REMOVAL OF WATER / DEWATERING

The Contractor shall provide and maintain at all times during construction ample means and devices to promptly remove and properly dispose of all water entering the excavations or other parts of the work. Dewatering for the pipelines shall commence when ground water is first encountered and shall be continuous until such time as the excavated area or trenches are properly backfilled. Dewatering shall be accomplished by well points or some other method which will insure a preservation of final lines and grade of the bottoms of excavation, all subject to the approval of the Engineer.

Disposal of water from dewatering operations shall be the sole responsibility of the Contractor. Disposal methods shall conform to the Porter-Cologne Water Quality Control Act, 1974, the Federal Water Pollution Control Act Amendments of 1972, and the California Administrative Code, Title 23, Chapter 3.

Full compensation of dewatering shall be considered as included in the contract prices paid for the related items of work, and no additional compensation will be allowed, therefore.

TRENCH EXCAVATION AND SHORING

For any contract for public works for excavation of any trench or trenches five (5) feet or more in depth, the Agency shall require submission by the Contractor and acceptance by the awarding body or by a Registered Civil or Structural Engineer 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. This plan shall be prepared by a Registered Civil or Structural Engineer.

Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the safety standards set forth by the State of California Safety Requirements. Nothing in this Section shall be construed to impose tort liability on the awarding body or any of its employees.

STANDARD SPECIFICATIONS

The Standard Specifications of the Agency are contained in the latest edition of the STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California (The Greenbook).

Copies of these Standard Specifications are available from the publisher:

Building News, Incorporated
P.O. Box 3031 Terminal Annex
Los Angeles, California 90051
(213) 202-7775
<http://www.bnibooks.com>

The Standard Specifications set forth above will control the general provisions for this contract except as amended by the Plans, Special Provisions, or other contract documents.

The section numbers of the following Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment or elaboration, or specifying options, are called out.

In case of conflict between the Standard Specifications and the Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

References in the Special Provisions to Standard Plans shall mean the Standard Plans of the City of Imperial or another governing agency as specified.

Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in executing the contract.

WAGE RATES AND LABOR CODE REQUIREMENTS

Wage Rates

The Contractor and all Subcontractors shall be required to adhere to the higher of the Federal or State general prevailing rate of per diem wages as determined and published by Davis-Bacon or the State Director of the Department of Industrial Relations, pursuant to Sections 1770, 1773, and 1773.2 of the California Labor Code. Copies of these rates and the latest revisions thereto are on file in the Office of the Clerk of the Agency and are available for review upon request.

Attention is directed to the provisions of Sections 1774, 1775, 1776, 1777.5, and 1777.6 of the State Labor Code. Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the highest of either the federal or state prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum state wage rates to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all Subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures, and certain notices required of the Contractor pertaining to their location.

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprentice able occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprentice able trade and if other Contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

Clayton Act and Cartwright Act

Section 4551 of the State Government Code specifies that in executing a public works contract with the Agency to supply goods, services or materials, the Contractor or Subcontractors offers and agrees to assign to the Agency 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 Sec. 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. This assignment shall become effective when the Agency tender's final payment to the contractor without further acknowledgment by the parties.

CITY OF IMPERIAL SPECIAL PROVISIONS

For

CRPL 5134(033)

EV CHARGING STATION INSTALLATION AND EV PURCHASE, PHASE II &
PHASE III

BID NO. 2026-XX

MODIFICATIONS TO: STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

PART I - GENERAL PROVISIONS

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1-1 DEFINITIONS.

City	- City of Imperial
Board	- City Council
Caltrans	- California Department of Transportation
County	- County of Imperial
Engineer	- City Engineer
Federal	- United States of America
State	- State of California

SECTION 2 - SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT.

Is amended as follows:

Within ten (10) working days after the date of the Notice of Award, the Contractor shall execute and return the following contract documents to the Agency:

- ~ Contract Agreement
- ~ Faithful Performance Bond
- ~ Payment Bond
- ~ General Liability Endorsement
- ~ Automobile Liability Endorsement
- ~ Worker's Compensation/Employers Liability Endorsement

Failure to comply with the above will result in annulment of the award and forfeiture of the Proposal Guarantee.

The Contract Agreement shall not be considered binding upon the City until executed by the authorized City officials.

A corporation to which an award is made may be required, before the Contract Agreement is executed by the City, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-2 CONTRACT BONDS.

add the following:

Both the Faithful Performance Bond and the Payment Bond shall each be for not less than one hundred percent (100%) of the total contract amount. The Payment Bond shall remain in force until thirty-five (35) days after the date of recordation of the Notice of Completion. The Faithful Performance Bond will not be released until one year after said date.

2-3 PLANS AND SPECIFICATIONS.

2-3.1 General.

the first paragraph is amended as follows:

The Contractor shall maintain a control set of Plans and Specifications on the project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show the record conditions. Upon completion of all work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

SECTION 3 - CHANGES IN WORK

3-1 CHANGES INITIATED BY THE AGENCY

3-1.1 General.

add the following:

The term "Contract Price" as specified herein shall serve to mean the total dollar value of the Contractor's original bid for all of the various items of work combined and shall not be construed to mean the subtotal shown for any singular item of work.

3-2 EXTRA WORK

3-2.1 Payment

3-2.2 Markup.

add the following as the first paragraph:

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers, and other personnel not working directly on the change order and pickup or yard trucks used by the above personnel. These costs shall not be reported as labor or equipment elsewhere except when actually performing work directly on the change order and then shall not be reported at the labor classification of the work performed.

SECTION 4 - CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 Test of Materials.

add the following:

TESTING LABORATORY SERVICES

All test which require the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing laboratory acceptable to the Engineer.

Samples and test specimens will be delivered to the testing laboratory by testing laboratory personnel. The testing laboratory shall perform all laboratory tests within a reasonable time.

Contractor shall furnish all sample materials and cooperate in the sampling and field-testing activities, interrupting the Work when necessary. When sampling or testing activities are performed in the field by Engineer, Contractor shall furnish personnel and facilities to assist in the activities as required.

The City shall not retain any testing laboratory against which Contractor has reasonable objection, and if at any time during the construction process the services become unacceptable to Contractor, Contractor may request in writing that such services be terminated.

The request must be supported with evidence of improper testing. If the Engineer determines that sufficient cause exists, the Engineer shall terminate the services and engage a different testing laboratory.

TRANSMITTAL OF TEST REPORTS

Written reports of tests and engineering data furnished by Contractor for Engineer's review of materials and equipment proposed to be used in the Work shall be submitted as specified for Shop Drawings.

The testing laboratory retained by the Engineer will furnish three copies of a written report of each test performed by laboratory personnel. Two copies of each test report will be transmitted to the engineer and one copy to the Contractor within three working days after each test is completed.

SECTION 5 - UTILITIES

5-1 LOCATION.

add the following paragraph:

The Contractor shall notify the utilities designated in the General Specifications at least 48 hours in advance of excavating around any of their structures.

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. *is amended as follows:*

The Contractor's proposed Construction Schedule shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Award of Contract. The schedule shall be supported by written statements from each supplier of materials or equipment indicating that all orders have been placed and

acknowledged and setting forth the dates that each item will be delivered.

Prior to issuing the Notice to Proceed, the Engineer will schedule a pre-construction meeting with the Contractor to review the proposed Construction Schedule and delivery dates, arrange the utility coordination, discuss construction methods, and clarify inspection procedures.

The Contractor shall submit periodic Progress Reports to the Engineer by the tenth day of each month. The report shall include an updated Construction Schedule. Any deviations from the original schedule shall be explained. Progress payments will be withheld pending receipt of any outstanding reports.

6-2 TIME OF COMPLETION.

6-2.1 General.

add the following:

The time for completion shall be **Forty-five (45) consecutive calendar days** from the issuance date of the Notice to Proceed.

6-2.2 Working Day.

is amended as follows:

The Contractor's activities shall be confined to the hours between 7:00 AM and 6:00 PM, Monday through Friday, excluding holidays. Deviation from these hours will not be permitted without the prior consent of the City of Imperial Planning and Development Department, except in emergencies involving immediate hazard to persons or property.

In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. The service fees will be calculated at overtime rates including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the Contractor.

6-3 LIQUIDATED DAMAGES.

the last sentence is amended as follows:

For each consecutive calendar day in excess of the time specified, as adjusted in accordance with Subsection 6-6, for completion of the work the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of \$1,000.00 per day.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

add the following:

A noise level limit of 86 dbA at a distance of fifty feet (50') shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

7-2 LABOR.

7-2.2 Laws.

add the following:

The Contractor, and all subcontractors, suppliers and vendors, shall comply with all Agency, State, and Federal orders regarding affirmative action to ensure equal employment opportunities and fair employment practices. Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall ensure unlimited access to the job site for all equal employment opportunity compliance officers.

7-3 LIABILITY INSURANCE.

the entire Subsection is amended as follows:

7-3.1 Indemnification.

The Contractor shall indemnify and save harmless the CITY OF IMPERIAL and the County of Imperial from all claims or suits for damages arising from his prosecution of the contract work, as more fully described in Subsection 7-3.2 "Contractor's Liability".

The Contractor shall maintain during the life of the contract a protective liability policy. The policy shall provide for not less than the following amounts;

Bodily Injury	\$ 500,000	each person
	\$1,000,000	each accident
	\$1,000,000	aggregate products and completed operations
Property Damage	\$ 250,000	each accident Worker's Compensation Statutory

All liability insurance policies shall bear an endorsement or shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policies for any reason whatsoever, the Agency shall be notified by registered mail, return receipt requested, giving a sufficient time before the date thereof to comply with any applicable law or statute, but in no event less than 30 days before expiration or cancellation is effective. The following statement shall be included on the insurance certificate:

"Additional Insured: The insurer agrees that the City and its City Council, and/or all City Council appointed groups, committees, boards and any other City Council appointed body, and/or elective and appointive officers, servants or employees of the City when acting as such are additional insured hereunder, for the acts of the insured, and such insurance shall be primary to any insurance of the City."

The Contractor agrees to protect, defend and indemnify the CITY OF IMPERIAL against loss, damage or expense by reason of any suit, claims, demands, judgments and causes of action caused by the Contractor, his employees, agents or any subcontractor or by any third party arising out of or in consequence of the performance of all or any operations covered by the Certificate of Insurance. The Contractor, at his option, may include such coverage under his Public Liability coverage.

7-3.2 Contractor's Liability.

The CITY OF IMPERIAL, its City Council, or the Engineer shall not be answerable or accountable in any manner, for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workmen or the public; or for damage to adjoining property from any because which might have been

prevented by the Contractor, or his workmen, or anyone employed by him; against all of which injuries or damages to persons and property the Contractor having control over such work must properly guard. The Contractor shall be responsible for any damage to any person or property resulting from defects or obstructions at any time before its completion and final acceptance, and shall indemnify and save harmless the CITY OF IMPERIAL, its City Council, and the Engineer from all suits or actions of every name and description, brought for, or on account of, any injuries or damages received or sustained by any person or persons, or by the Contractor, his servants or agents, in the construction of the work or by or in consequence of any negligence in guarding the same, in improper materials used in its construction, or by or on account of any act or omission of the Contractor or his agents, and so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such suits or claims for damages aforesaid.

If, in the opinion of the Engineer, the precautions taken by the Contractor are not safe or adequate at any time during the life of the Contract, he may order the Contractor to take further precautions, and if the Contractor shall fail to do so, the Engineer may order the work done by others and charge the Contractor for the cost thereof, such cost to be deducted from any moneys due or becoming due the Contractor. Failure of the Engineer to order such additional precautions, however, shall not relieve the Contractor from his full responsibility for public safety.

7-4 PERMITS.

the first sentence is amended as follows:

Prior to the start of any work, the Contractor shall take out the applicable Agency permits and make arrangements for Agency inspections. The Contractor and all subcontractors shall each obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or public utility. Payment for this work shall be included in the bid items of work and no additional compensation will be allowed. The City of Imperial will waive the City's usual encroachment permit fees.

The Contractor and all subcontractors shall each obtain any and all other permits, licenses, inspections, certificates, or authorizations required by any governing body or public utility. Payment for this work shall be included in the bid items of work and no additional compensation will be allowed.

7-5 PUBLIC CONVENIENCE AND SAFETY.

7-5.1 Traffic and Access.

add the following:

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The Contractor shall notify all affected property owners of the proposed schedule a minimum of 48 hours, but not more than 72 hours, in advance of any limitation or closure of access to their property. Form of said notice shall be as approved by the Engineer and shall contain the date and time of the closure. In the event of delay, whether beyond the control of the Contractor or not, the Contractor shall notify all affected property owners as to the extent of the delay and his revised schedule. In the event of delay over 72 hours, the Contractor shall re-notify the property owners as described above. Payment for notification and coordination as per Section 7-10 as modified herein shall be included in the compensation paid for the various items of work and no additional compensation will be allowed.

7-5.2 Storage of Equipment and Materials in Public Streets.
add the following:

The Contractor shall assume full responsibility for any damage caused by stockpiling and shall repair same at his expense. The Contractor shall also be responsible for providing traffic control as required to protect the public from hazards caused by stockpiling within the right of way. Payment for the above, if any, will be deemed as included in the items of work and no additional compensation will be allowed.

The Contractor may, at his own expense, maintain and operate a work and storage area outside of the public right-of-way.

In such case the Contractor shall submit to Agency written authorization from the owners of the subject property prior to occupation. Occupation of site without written authorization shall be grounds for immediate suspension of work.

Location of site to be approved by Agency. Condition and operation of yard shall conform to these specifications. The Contractor shall assume full responsibility for all damage to the site resulting from his operations and shall repair and/or replace same, at his own expense, to the satisfaction of the owner of the subject property. The Contractor shall vacate site and return it to pre-project condition within five (5) working days following application for Notice of Completion. The Contractor shall obtain a written release from the property owner accepting the condition of the vacated site and releasing the Contractor from any further clean-up or restoration work and shall submit a copy of such release to Agency. The Notice of Completion will not be issued until said release is submitted.

7-5.3 Street Closures, Detours, and Barricades.
add the following:

The Contractor shall maintain the minimum traffic requirements designated in the General Specifications. It shall be the Contractor's responsibility to furnish a detailed detour signing and barricade plan for Agency approval.

The Contractor shall be responsible for providing temporary access to all driveways at the end of each workday.

The Contractor shall provide and maintain all other signs, barricades, pedestals,

flashers, delineators and other necessary facilities for the protection of the public within the limits of the construction area. He shall also post proper signs to notify the public regarding detours and the condition of the roadway, all in accordance with the provisions of the Vehicle Code and the current State of California Department of Transportation Manual of Warning Signs, Lights and Devices for Use in Performance of Work Upon Highways.

The Contractor shall furnish competent flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warnings to the public of construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flagmen," of the Department of Transportation. The equipment shall be furnished and kept clean and in good repair by the Contractor, at his expense.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as provided, the Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed by the Contractor at his expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish any pay for these devices.

The Contractor shall distribute notices to all affected residents and businesses at the stated minimum time prior to the start of work:

Excavations, overlays and miscellaneous repairs – 36 hours

The Contractor shall also be required to post "Temporary No Parking" signs along the streets to be resurfaced during each working day, forty-eight (48) hours prior to resurfacing. The "NOTICES" and "Temporary No Parking" signs will be furnished by the Contractor.

The Contractor shall notify the following entities at least forty-eight (48) hours in advance of any street closure or restriction to access:

1. City of Imperial Engineering Division at 355-1152
2. Fire Department at (442) 265-3010
3. Imperial Police Dept. at 355-4327
4. Imperial County Sheriff's Dept.: (442) 265-2021
5. Imperial County Public Works Dept.: (442) 265-1818

Full compensation for conforming to this article shall be considered as included in the various items of work involved, and no additional compensation will be allowed, therefore.

7-5.4 Safety.

7-5.4.1 Safety Orders. *add the following:*

CONSTRUCTION SAFETY ORDERS

The Construction Safety orders of the State of California, Department of Industrial Relations, effective November 15, 1975, and as amended, shall be applicable to the work in this contract. The Contractor's special attention is directed to:

*****Article 6*****

Excavations, Trenches and Earthwork

*****Article 11*****

Traffic Control, Flagmen, Barriers and Warning signs; and

*****Article 28 *****

Miscellaneous Construction Equipment prior to the start of work, the Contractor will be required to obtain a permit from the Office of the Division of Occupational Safety and Health. The office serving the Imperial area is at 7807 Convoy court, Suite 140, San Diego, California 92111, Telephone Number; (619) 637-5534.

The Contractor shall provide the City Engineer's office with a copy of the permit prior to the start of excavation, and the permit shall be maintained on the job site at any timework requiring trenching or shoring operations exist.

Where excavation of any trench 5 feet or more in depth is required, the Contractor shall submit to the City Engineer for approval, in writing, two weeks in advance of excavations, a detailed plan showing the design of shoring bracing, sloping, protection of existing utilities, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench. If such plan varies from shoring system standards established by the Construction Safety Order. The plan shall be prepared by a Registered Civil or Structural Engineer.

Copies of said regulations are available from the documents Section, P.O. box 20191, Sacramento, California 95820. The cost of furnishing labor, tools, equipment, services and items required thereby shall be borne by the Contractor as part of this contract work and he shall not be entitled to additional compensation for compliance with said regulations.

7-6 PAYROLL RECORDS.
add the following paragraph:

Payroll records shall be submitted to the Agency by the tenth day of each month. Progress payments will be withheld pending receipt of any outstanding reports.

SECTION 8 - MEASUREMENT AND PAYMENT

8-1 Partial and Final Payment.
the last paragraph is amended as follows:

The closure date for periodic progress payments will be five (5) working days prior to the first Monday of each month.

The final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.

The full five percent (5%) retention will be deducted from all payments. The final retention will be authorized for payment thirty-five (35) days after the date of recordation of the Notice of Completion.

In conformance with the Public Contracts Code, Section 22300, the Contractor may substitute securities for any monies withheld by the Agency to secure performance under the contract.

At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Agency or with a State or Federally chartered bank as the escrow agent who shall pay such monies to the Contractor upon notification by Agency of Contractor's satisfactory completion of the contract. Actual pay quantity measurements will be done at the end of each working day and agreed upon by both the Contractor and the Engineer's representative.

The type of securities deposited, and the method of release shall be approved by the City Attorney's office.

8-1.1 Delivered Materials.

is amended as follows:

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress payment, subject to the discretion of the City Engineer.

8-1.2 Dewatering.

is amended as follows:

The Contractor may encounter groundwater or water from other sources during excavation. The Contractor shall provide and maintain at all times during construction, ample means and devices with which to promptly remove and properly dispose of all water from any source entering the excavations or other parts of the work. Dewatering shall be accomplished by methods, which will ensure a dry excavation and preservation of the final lines and grades of the bottoms of excavations.

Dewatering shall commence when groundwater is first encountered and shall be continuous until such times as water can be allowed to rise in accordance with the provisions of this section or other requirements.

Disposal of watering from dewatering operations shall be the sole responsibility of the Contractor. Disposal methods shall conform to the Porter-Cologne Water quality control Act, 1974, the Federal Water Pollution Control Act Amendment of 1972; and the California Administrating code, Title 23, Chapter 3.

The Contractor shall dispose of the water from the work in a suitable manner without damage to adjacent property. Conveyance of the water shall be such as to not interfere with traffic flow or other construction. No water shall be drained into work built or under construction without prior consent of the City Engineer.

Water shall be desanded before disposal in any storm drain system. The system used for desanding the water shall be a baffled structure and shall provide not less than five minutes detention time and shall have a "flow-through" velocity not exceeding 0.2 feet per second at the anticipated peak flow. The desanding box shall be cleaned as required to maintain the detention time and flow-through limitations specified above.

8-1.3 Mobilization.
is amended as follows:

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 and other facilities necessary for the work on this project; and for all work and operations which must be performed or cost incurred prior to beginning work on the various contract items on the project site.

The compensation paid for mobilization shall be full compensation for all costs incurred by the Contractor for doing all the work involved in mobilization as specified herein. Payment for mobilization will be included in the items of work listed in the **BID PROPOSAL**.

PART II – CONSTRUCTION MATERIALS

All CONSTRUCTION MATERIALS AND CONSTRUCTION METHODS shall be according to the latest edition of the State of California Department of Transportation (CALTRANS) Standard Specifications, CALTRANS Standard Drawings / Details, and, according to the CONSTRUCTION PROJECT PLANS called for in APPENDIX C.

PART III - CONSTRUCTION METHODS AND TECHNICAL SPECIFICATIONS

All CONSTRUCTION MATERIALS AND CONSTRUCTION METHODS shall be according to the latest edition of the State of California Department of Transportation (CALTRANS) Standard Specifications, CALTRANS Standard Drawings / Details, and according to the CONSTRUCTION PROJECT PLANS called for in APPENDIX C.

All as provided in part 3 of the Standard Specifications, except as otherwise provided below:

TRAFFIC CONTROL

All traffic control for the project shall be in accordance with the Special Provisions and the latest edition of the California Manual on Uniform Traffic Control Devices (California MUTCD) and the latest edition of the "Construction Area Traffic Control Devices" of CALTRANS Standard Specifications.

SUBMITTALS

The Contractor shall submit eight (8) copies of the following shop drawings to the Engineer for

review and approval at least ten (10) days before drawings will be required for ordering materials and commencing the work. Each shop drawing and sample submission shall bear a stamp or specific written indication that the Contractor has satisfied the Contractor's review and approval of that submission. The Contractor shall provide specific written notice of any variations that the shop drawings may have from the requirements of the Contract Documents.

Within 8 calendar days of receipt of shop drawings, the Engineer will return two (2) copies of each drawing to the Contractor with his comments thereon. If so indicated, the Contractor shall make corrections required by the Engineer and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. The Engineer's review and approval of Shop Drawings or samples shall not relieve the Contractor from responsibility for any variation from the requirements of the Contract Documents. Shop drawings shall be submitted but not limited to the following items:

- A. The Contractor shall submit a tunnel construction schedule, which includes casing installation, carrier pipe installation, approach trench backfills, and receiving pit backfill.
- B. The Contractor shall submit manufacturer's specification and information and regarding to all materials to be used on the work site.

1.0 GENERAL

The latest Caltrans Standard Specifications shall apply to the work to be completed within the Caltrans Right-of-Way.

The Technical Specifications for the work to be completed shall comply with the City of Imperial Standard Specifications and Details, the latest Caltrans Standard Specifications 2010, and the Specifications as required in this Technical Conditions Section. Major material component standard specifications have been included in these Technical Specifications. Some of the major material component standard specifications refer to other Caltrans Standard Specifications, 2010. These "referred to" specifications have not been included in this Technical Specifications section. It shall be necessary to refer to the Caltrans Standard Specifications, 2010 document to review the "referred to" sections. If pertinent specifications are not included within these Technical Specifications, refer to Caltrans Standard Specifications, 2010.

If there is any conflict between the Specifications, the most stringent Specification shall prevail.

Payment of each work item shall be based on the item of work and the unit of measure shown in the bid item list.

2.0 EXISTING FACILITIES

Performing work on existing facilities such as demolition, cold planning, disposal, etc. shall conform to the provisions in Sections 15-1 through 15-3 of Section 15, "Existing Facilities," of the Standard Specifications.

3.0 PRESERVATION/PERPETUATION OF SURVEY MONUMENTS

The Contractor shall be responsible for protecting all existing horizontal and vertical survey controls, monuments, ties and benchmarks located within the limits of the project. If any of the above require any removal, relocating or resetting, the Contractor shall, prior to any construction work and under the supervision of a California-licensed surveyor or pre-1972 licensed civil engineer, establish sufficient temporary ties and bench marks to enable the points to be reset by the Contractor after completion of construction.

Any ties, monuments and benchmarks disturbed during construction shall be reset after construction per City of Imperial or County of Imperial standards, as applicable, and the tie notes submitted to the City of Imperial or County of Imperial on 8-1/2" x 11" note paper. The Contractor and its sureties shall be liable for, at its expense, any resurvey required due to its negligence in protecting existing ties, monuments, benchmarks or any such horizontal and vertical controls.

The Contractor shall comply with The Land Surveyors Acts #9771 (Record of Surveys-Monumentation) and #8773 (Corner Records-Records of Survey for "Lost Corners").

4.0 SUBBASE PREPARATION

The native material beneath P.C.C. concrete and asphalt concrete infrastructure including but not limited to P.C.C. driveway entrances, P.C.C. sidewalks, P.C.C. ribbon gutters, cross-gutter, P.C.C. curb and gutter, P.C.C. sidewalk, P.C.C. spandrels, P.C.C. transition areas and A.C. pavement shall be excavated to ± 0.05 feet of design subbase grade.

The design subbase grade shall be field verified and approved by the construction manager or City Inspector prior to the placement of granular sand fill, crusher fines or class 2 base. The construction manager/City Inspector shall determine the number and location of points to check for the subbase grade elevation compliance. prior to the construction manager's inspection of the subbase grade the contractor shall establish blue top hubs (stakes set to design subbase grade) 50 feet on center along street sections.

5.0 SUBGRADE PREPARATION

The class 2 base, sand or crusher fines beneath AC pavement and concrete infrastructure shall be placed to within ± 0.02 feet of design subgrade prior to the placement of AC pavement or P.C.C. concrete. The construction manager or City Inspector shall field verify the subgrade elevations in the field prior to the placement of class 2 base, granular sand material or crusher fines. Placement of P.C.C. concrete or AC pavement shall not be allowed until the construction manager or City Inspector has approved the subgrade design grade

6.0 SAND

Clean granular sand free of clay, shale and deleterious material shall be delivered to the site and placed as noted on the plans. Sand shall be compacted to 90 percent of maximum density at optimum water content per ASTM D-1557 unless otherwise noted on the plans. The material shall conform to a sand equivalent of 30 or greater. The maximum amount of material passing the number 200 sieve shall be 7 percent. The sand shall conform to the following gradation percentages:

<u>SIEVE SIZE</u>	<u>PERCENT PASSING</u>
3/8"	100
NO. 4	98-90
NO. 8	90-75
NO. 10	75-60
NO. 16	60-50
NO. 30	50-38
NO. 40	38-29
NO. 50	29-19
NO. 100	19-7
NO. 200	7-0

The contractor shall supply a five-gallon sample of sand material to the material testing laboratory within four (4) days after the notice to proceed is issued. The gradation, sand equivalent and maximum density of the sand material shall be determined. The test results shall be forwarded to the construction manager or City Inspector. The cost of testing shall be incurred by the contractor. The gradation of the granular sand shall be determined, and the test results forwarded to the construction manager or City Inspector prior to the delivery of the granular sand material to the construction site. Prior to the placement of sand, the native subbase grade shall be checked and approved by the construction manager or Inspector.

Crusher fines shall be allowed to be utilized in lieu of sand if approved by the City engineering department.

7.0 CRUSHER FINES

Crusher fines shall consist of decomposed granite indigenous to the imperial valley. Crusher fines utilized for this project shall conform to the following gradation requirements:

<u>SIEVE SIZE</u>	<u>PERCENT PASSING</u>
5/8"	100
NO. 4	80 – 100
NO. 8	50 - 85
NO. 30	30 - 50
NO. 200	4 - 15

The sand equivalent shall be 20 or greater.

8.0 CLASS 2 BASE

The class 2 base material shall conform to Caltrans standard specifications section 26, latest edition, for ¾ inch maximum base material. The gradation requirements are as follows:

<u>SIZE</u>	<u>PERCENT PASSING</u>
1 IN/25.00MM	100
¾ IN/19.00MM	87-100
#4/4.75MM	30-65
#30/600MM	5-35
#200/75.00MM	0-12

The sand equivalent shall be 25 or greater. An angular aggregate is to be used. Class 2 base material shall be compacted to 95 percent of maximum density according to ASTM D-1557, unless otherwise noted on the plans or details. The tolerance for the class 2 base between design subgrade elevation and actual subgrade elevation as constructed in the field shall be plus or minus 0.02 feet as referenced from the design subgrade. Prior to the placement of class 2 base the native subbase grade shall be checked and approved by the construction manager or City Inspector. The native subbase grade shall be within plus or minus 0.05 feet of native subbase design grade prior to the placement of class 2 base.

The contractor shall supply a five-gallon sample of the class 2 base to the material testing laboratory within four (4) days of the notice to proceed. The material shall be delivered to the testing laboratory to determine the maximum density, gradation, r-value, sand equivalent and durability index of the class 2 base. A copy of the test results shall be forwarded to the construction manager or City by the geotechnical consultant for review. The gradation of the class 2 base shall be determined, and the test results forwarded to the construction manager or City for approval prior to the delivery of the class 2 base material to the construction site. Class 2 base utilizing recycled materials shall be allowed in lieu of virgin class 2 base as long as the specifications meet the Caltrans standard specifications section 26.

9.0 P.C.C. CONCRETE

P.C.C. shall meet section 90-2 minor concrete of the latest Caltrans standard specifications.

P.C.C. concrete, utilized for but not limited to, curb and gutter, barrier curb, spandrels, cross-gutter, valley gutter, ribbon gutters, residential and commercial driveways, sidewalks and all other concrete infrastructure shall contain a minimum of 7 sacks of cement per cubic yard of concrete and attain 5,000 p.s.i. compressive strength after 28 days curing unless stated otherwise on the plans. The P.C.C. shall contain 1 ½ lbs. of polypropylene fiber per cubic yard. A concrete mix design is to be submitted to the construction manager or City representative within five (5) days after the issuance of the notice to proceed. New formwork shall be utilized in the construction of every concrete facility. The formwork shall be true to line and grade. The vertical flowline elevation tolerance shall be +/- 0.02 feet for design grade for slopes of 1.0% or greater, +/- 0.01 for design grade for slopes less than 1.0%. The construction manager or City Inspector shall check the formwork for line and grade prior to the placement of concrete. The contractor shall notify the construction manager 72 hours prior to the required inspection. Exposed surfaces of concrete areas shall receive a double trowel finish. Weakened plane joints shall be placed every 8 lineal feet for ribbon gutter, cross gutter and valley gutter construction unless otherwise

illustrated on the standard plans. Expansion joints shall be placed every 40 feet along curb and gutter, barrier curb, valley gutter and sidewalk construction unless otherwise illustrated on the standard plans. Installation of curb and gutter, valley gutter and cross-gutters shall begin at the lowest elevation and proceed uphill. A total of one (1) set of cylinders and one (1) slump test shall be required for every 50 cubic yards of concrete, except that a minimum of one (1) set of cylinders and slump test shall be required each day twenty (20) or more yards of concrete are placed at a project site. The maximum allowable slump shall be 4 inches. A set of cylinders shall be composed of three (3) cylinders. The first cylinder of a set shall be tested after seven (7) days curing. The second cylinder of a set shall be tested after 28 days curing. The third cylinder shall be held in reserve and tested if directed by the construction manager or City representative. The test results will be forwarded to the construction manager or City for review. The construction manager or City Inspector shall receive a concrete vendor slip for each truck load of concrete delivered to the project site.

Prior to the placement of concrete, the subgrade depth shall be inspected to ensure that the full depth of concrete, as noted on the plans, is attained. Excess fill material shall be removed as required by the construction manager or City Inspector. The form boards shall be checked for the proper elevation. Compaction tests on the subgrade shall have achieved the density requirements specified. The construction manager or City Inspector shall then allow the placement of concrete.

The concrete shall be screeded and floated. All edges shall be struck with a concrete edger. Weakened plane joints shall be established at right angles to the sidewalk edge as illustrated on the standard drawings. The weakened plane joints shall be 3/8 inch in width and 3/4 inch in depth. Expansion joints consisting of 1/2-inch-thick fiberboard material shall be placed across the full section of the P.C.C. sidewalk every 40 lineal feet, or as required by the standard plans. After the concrete surface has been floated and cured adequately, it shall receive a double trowel finish. The troweling shall be accomplished by hand with a steel trowel. The surface of the concrete shall receive a light broom finish after the surface is double troweled. The surface of the concrete shall be smooth and true to grade. Tolerance for the concrete surface shall be 1/8 inch in 10 lineal feet with maximum high and low variance not occurring in less than 20 feet. The contractor shall maintain the concrete surface moist or wet for a 24-hour period after the concrete is placed and finished troweled. Placement of burlap bags or used carpet over the concrete surface and a continuous application of water over the concrete surface will be required for a 24-hour period. After the 24-hour period, a concrete sealer shall be applied to all new P.C.C. concrete surfaces. The concrete surfaces shall be cleaned of all dirt and residue prior to the placement of the concrete sealer. Concrete shall not be placed after 10:00 a.m. on Fridays.

10.0 **A.C. PAVEMENT**

The asphalt concrete mix shall meet section 39 of the latest Caltrans standard specifications and the following requirements:

Aggregate base shall be 3/4-inch maximum, medium. The asphalt concrete shall conform with the following percentages:

<u>Sieve Size</u>	<u>Percent Passing</u>	<u>Limits of Proposed Gradation – X</u>
25.00mm	100	----
19.00mm	90 – 100	----

9.50mm	60 – 85	----
4.75mm	X +/- 8	49 – 54
2.36mm	X +/- 8	36 – 40
600.00mm	X +/- 8	18 – 21
75.00mm	0 – 11	----

In the table above, “x” is the gradation which the contractor proposes to furnish for specific sieve.

Asphalt binder shall be pg 70-10 in accordance with the approved A.C. mix design.

The asphalt concrete shall be type “A” as set forth in the State of California, Department of Transportation, Standard Specifications, Section 39, latest edition.

11.0 N/A

12.0 N/A

13.0 MANHOLE FRAMES AND COVERS

All manhole frames and covers, valve boxes and lids, and other similar existing utilities shall be raised to the grade of the finished pavement surface by the contractor. Manhole frames and covers, and similar utility covers shall be lowered a minimum of 3 inches below the design pavement surface prior to the installation of A.C. pavement. Manhole frames and covers, and other lids shall be raised after paving operations have occurred. 8-inch wide, 8-inch deep concrete collars shall be poured concentric with the outside of valve extension risers 3/8 inches below the finish pavement surface. A one (1) foot wide, one (1) foot deep concrete collar shall be poured concentric with the outside of all manhole frames and covers 3/8 inches below the surface of the pavement. Manhole frames and covers shall be raised with concrete grade rings 3/8 inches below the new street pavement surface elevation. The manhole frame and covers and valve extension risers and covers shall be raised 3/8 inches below the pavement grade after paving operations are complete.

14.0 STRIPING APPLICATION

14.1 DESCRIPTION

This item shall consist of the painting of markings and stripes on the surface of the A.C. pavement in accordance with the locations and requirements illustrated on the striping and signage plan. All painting of markings and stripes shall conform to Caltrans standard plans and specifications, latest edition, unless noted otherwise.

14.2 MATERIALS

14.2.1 THERMOPLASTIC MATERIAL FOR TRAFFIC STRIPING & MARKINGS.

Thermoplastic material shall meet the requirements of the standard specifications for public works construction, "Greenbook", 2024 edition, section 214-5.

14.2.2 REFLECTIVE MEDIA

A glass sphere reflective media shall be required per section 214 of the standard specifications for public works construction, "Greenbook", 2024 edition.

14.3 CONSTRUCTION METHODS

14.3.1 WEATHER LIMITATIONS

Thermoplastic applications shall be performed only when the surface is dry, when the atmospheric temperature is as specified per section 214-5.1 of the standard specifications for public works construction, "Greenbook", 2024 edition, and when the weather is not foggy or windy.

14.3.2 EQUIPMENT

All equipment for the work shall be approved by the construction manager or City Inspector and shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job. The mechanical marker shall be an atomizing spray-type marking machine suitable for application of traffic paint. It shall produce an even and uniform film thickness at the required coverage and shall be designated so as to apply markings of uniform cross sections and clear-cut edges without running or spattering.

14.3.3 PREPARATION OF SURFACE

Immediately before application of thermoplastic, the pavement surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material which would reduce the bond between the thermoplastic and the pavement. The area to be treated shall be cleaned by sweeping and blowing or by other methods as required to remove all dirt, laitance, and loose materials.

14.3.4 LAYOUT OF MARKINGS

The proposed markings shall be laid out in advance of the paint application according to the dimensions required by the plans and specifications or by Caltrans standards.

14.3.5 APPLICATION

Markings shall be applied at the locations and to the dimensions and spacing shown on the plans. Thermoplastic shall not be applied until the layout and condition of the surface have been approved by the construction manager or City Inspector. The thermoplastic shall be mixed in accordance with the manufacturer's instructions and applied to the

pavement with a marking machine at a rate specified in the standard specifications for public works construction, "Greenbook", 2024 edition, section 214. The addition of thinner will not be permitted. The edges of the markings shall not vary from a straight line more than ¼ inch in 50 feet, and the dimensions shall be within a tolerance of plus or minus 2 percent. The contractor shall furnish certified test reports for the materials shipped to the project. The reports shall not be interpreted as a basis for final acceptance. The contractor shall notify the construction manager or City Inspector upon arrival of shipment of the paint to the job site. All emptied containers shall be returned to the paint storage area for checking by the construction manager or City Inspector. The containers shall not be removed from the project site or destroyed until authorized by the construction manager.

14.3.6 PROTECTION

After application of the thermoplastic, all markings shall be protected from damage until the material is dry. All surfaces shall be protected from disfiguration by spatter, splashes, spillage or drippings of paint.

14.3.7 MATERIAL REQUIREMENTS

Thermoplastic: Materials shall conform with the "Thermoplastic Material for Traffic Striping and Markings" specified in the standard specifications for public works construction, "Greenbook", 2024 edition, section 214.

15.0 TACK COAT (SS1H) APPLICATION

Tack coat application shall be in accordance with the Standard Specifications for Public Works Construction, the "Greenbooks" or as specified herein.

If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat of PG 64-10 paving asphalt at an approximate rate of 0.05 gallon per square yard (0.25 L/m²) or SS-1h emulsified asphalt at an approximate rate of 0.05 to 0.10 gallon per square yard (0.25 to 0.45 L/m²) shall be uniformly applied upon the existing pavement preceding the tack coat is applied. To minimize public inconvenience, no greater area shall be treated in any one day than is planned to be covered by asphalt concrete during the same day, unless otherwise approved by the Construction Manager or City Inspector.

A similar tack coat shall be applied to the surface of any course, if the surface is such that a satisfactory bond cannot be obtained between it and a succeeding course.

The contact surfaces of all cold pavement joints, curbs, gutters, manholes, and the like shall be painted with either SS-1h emulsified asphalt or PG 64-10 paving asphalt per the application rate, as specified in the Caltrans Standard Specifications Section 39-1.09C, immediately before the adjoining asphalt concrete is placed.

Full compensation for furnishing all labor, materials, tools and equipment and for doing all the work involved in tack coat application shall be considered as included in the contract unit price paid per the tonnage of asphalt pavement installed and no additional compensation shall be allowed, therefore.

16.0 EV CHARGING STATION SPECIFICATIONS

GEN4 180kW | All-in-One DC Fast Charger

EV CHARGING IN 10 MINS

Introducing BTC POWER's Gen4 180kW All-in-one (AiO) DC Fast Charger for Electric Vehicles (EVs). Featuring optional liquid cooled cables, the 180kW AiO DC Fast Charger can provide an 80% EV battery charge in as little as 10 to 15 minutes, offering the capability to serve more customers in less time.



Technical Specifications

Charging - Output Specifications

CCS-1 - DC Charging	
Max Power Rating	180kW
Output Voltage Range	200 – 920 VDC
Output Current	500A max.
Cable Length	15.4 ft.

CHAdeMO - DC Charging	
Max Power Rating	100kW
Output Voltage Range	200 – 500 VDC
Output Current	200A max.
Cable Length	13 ft.

System Specifications

General System Specifications	
Efficiency	> 94%
Power Factor	> 0.99 full load
Humidity	95% non-condensing
Operating Temperature	-22°F to 122°F, (-30°C to 50°C)
Altitude	Up to 6,000 ft
Protection Rating	NEMA 3R
Dimensions (HxWxD)	87.44" x 52.4" x 32.2"
Weight	~ 1,544 lbs

AC Input - Grid Connection	
AC Connection	AC 3-phase L1, L2, L3, PE
Input Voltage	480 VAC, 3 Phase, +10% / -15%
Frequency	47 – 63 Hz
Input Current Rating	238A

Connectivity	
Communication	LAN · WiFi · Cellular
Protocol	OCPP 1.6J

Key Features

- CCS-1 and CHAdeMO Connector Options
- Simultaneous Charging
- Liquid Cooled Cables for 500A Continuous Charging
- 15" or 32" Optional Touchscreen
- Credit Card and RFID Payment Options
- Modular System for Future Upgrades
- Integrated Cord Retraction
- Compact Design

Safety and EMC Standards

- UL STD 2022, 2231
- CSA STD C22.2 NO. 107.1



17.0 SWITCHGEAR SPECIFICATIONS

The switchgear to be installed for this project must contain the following specifications:
1200A Utility service, UGPS, CT/Meter compartment, main breaker with GFI, 480/277, 3P
4W, 30KAIC Min, NEMA3R; Free standing, 2 section, recertified with Eaton circuit breakers.

END OF SECTION

Appendix A

CALIFORNIA STATE
GENERAL PREVAILING WAGE RATES

**THE CONTRACTOR SHALL CHECK WITHIN 10 DAYS OF
THE BID OPENING THE LATEST WAGE RATES**

State Prevailing Wages applicable to Street Projects obtained through the following link:

Director's General Prevailing Wage Determinations

<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

Prevailing Wage Requirements

<https://www.dir.ca.gov/public-works/prevailing-wage.html>

Appendix B

FEDERAL PREVAILING WAGE

Davis Bacon Federal Wages

Selecting DBA Wage Determinations

https://sam.gov/search/?index=dba&page=1&pageSize=25&sort=-modifiedDate&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL&sfm%5BsimpleSearch%5D%5BkeywordEditorTextarea%5D=&sfm%5Bstatus%5D%5Bis_active%5D=true

CA – Imperial

CA2

APPENDIX C
CONSTRUCTION PROJECT PLANS

APPENDIX D
LAPM 9-I: DBE Confirmation



City Council **STAFF REPORT**

Document ID: 2026-192

Category: Action Item

Department: Police
Department Head: Aaron Reel, Police Chief
Meeting Date: May 20, 2026

SUBJECT:

APPROVAL TO PURCHASE TWO 2026 FORD F-150 POLICE RESPONDERS

BACKGROUND:

The Imperial Police Department is requesting to purchase two 2026 Ford F-150 Police Responders from San Tan Ford in Gilbert, AZ. These vehicles will replace unit #435 and the Department's Nissan Sentra, which were surplused and donated through council approval. Both vehicles are in stock and ready to ship. The combined price of these vehicles is \$110,146.08 which is pricing through GSA, this not requiring a bid process. The quote for these vehicles have been attached for review. Due to fluctuating costs a 10 percent contingency will be added to the total which will amount to \$121,160.69.

FISCAL IMPACT:

Not to exceed \$121,160.69 from the vehicle replacement fund.

REQUESTED ACTION:

Approve the purchase of two (2) 2026 Ford F-150 Police Responders.

CITY MANAGER RECOMMENDATION:

Attachments:

1. F-150 Quote

Prepared for: Aaron Reel, City of Imperial
424 S Imperial Ave
Imperial, CA 92251 | Mobile: 720-427-4832
Email: areel@imperial.ca.gov
End User FIN Code: QM715

Ship to:
Aaron Reel, City of Imperial
424 S Imperial Ave,
Imperial, CA, 92251

2026 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)
Price Level: 620



Client Proposal

Prepared by:
Joe Sanchez
Office: 480-621-3741
Email: joesanchez@santanford.com
Quote ID: 50126-1
Date: 05/01/2026



San Tan Ford | 1429 East Motorplex Loop, Gilbert, Arizona, 852970410



Government Fleet Account Manager

Joe Sanchez (480) 621-3741 joesanchez@santanford.com
 Department Fax (480) 621-3796

Date: May 1, 2026

Customer: City of Imperial

Line Item/State Contract #: W1P / CTR059323

Vehicle Description: 2026 Ford F150 Police Responder - BLACK

with 3.5L EcoBoost V6 Engine

Base Bid Price \$56,635.00

Upgrade Options

1 11% Base Bid Price Discount	(6,230.00)
2 Black Platform Running Boards	Included in Price
3 Power Passenger Seat (8-Way)	Included in Price
4 18" Aluminum Wheels	Included in Price
5 Remote Keyless Entry Key FOBS	Included in Price
6 Privacy Glass with Rear Defroster	Included in Price

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(6,230.00)

Bid Price (with options) \$50,405.00

Number of Tires on Vehicle: 5

Tire Disposal Fee (\$2.33 / Tire)	\$11.65
Sales Tax (7.75%)	\$3,906.39

Ford Extended Service Plan

Transportation Fee \$750.00

Total Delivered Price \$55,073.04

Quantity 2

Total Quantity Price \$110,146.08

Notes:

Thank You,
Joe

Prepared for: Aaron Reel

City of Imperial

Prepared by: Joe Sanchez

05/01/2026



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2026 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 620 | Quote ID: 50126-1

As Configured Vehicle

Code	Description
Base Vehicle	
W1P	Base Vehicle Price (W1P)
Packages	
150A	Equipment Group 150A <i>Includes:</i> - Engine: 3.5L V6 EcoBoost 120-MPH top speed. - Transmission: Electronic 10-Speed Automatic Includes selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic with progressive range select. - Electronic Locking w/3.31 Axle Ratio - GVWR: 7,050 lbs Payload Package - Tires: LT265/70R18 BSW A/T - HD Police-Grade Cloth 40/Blank/40 Front-Seats Includes reduced bolsters, 8-way power driver/manual passenger, built-in steel intrusion plates in both front-seatbacks, center-section deleted (restraint control module cover provided) and vinyl rear bench. - Radio: AM/FM Stereo w/6 Speakers - SYNC 4 - Includes 12" LCD capacitive touchscreen with swipe capability, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.
Powertrain	
998	Engine: 3.5L V6 EcoBoost 120-MPH top speed.
44G	Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic with progressive range select.</i>
XL3	Electronic Locking w/3.31 Axle Ratio
STDGV	GVWR: 7,050 lbs Payload Package
Wheels & Tires	
STDTR	Tires: LT265/70R18 BSW A/T
64H	Wheels: 18" Aluminum <i>Spare tire will be mounted on a steel rim.</i>
Seats & Seat Trim	
P	HD Police-Grade Cloth 40/Blank/40 Front-Seats

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City of Imperial

Prepared by: Joe Sanchez

05/01/2026

San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

**2026 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)**

Price Level: 620 | Quote ID: 50126-1

As Configured Vehicle (cont'd)

Code	Description
	<i>Includes reduced bolsters, 8-way power driver/manual passenger, built-in steel intrusion plates in both front-seatbacks, center-section deleted (restraint control module cover provided) and vinyl rear bench.</i>
61P	8-Way Power Passenger Seat
Other Options	
145WB	145" Wheelbase
PAINT	Monotone Paint Application
STDRD	Radio: AM/FM Stereo w/6 Speakers <i>Includes: - SYNC 4 Includes 12" LCD capacitive touchscreen with swipe capability, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>
18B	Black Platform Running Boards
153	Front License Plate Bracket <i>Standard in states where required by law, optional to all others.</i>
924	Rear-Window Fixed Privacy Glass w/Defroster
67P	Remote Keyless-Entry Key Fob w/O Key Pad <i>Less PATS. Includes 4-key fobs and perimeter anti-theft alarm. Note: Available with Keyed Alike. However, key fobs are not fobbed alike when ordered with Keyed Alike.</i>
Exterior Color	
UM_03	Agate Black Metallic
Interior Color	
PB_02	Black w/HD Police-Grade Cloth 40/Blank/40 Front-Seats

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San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

**2026 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)**

Price Level: 620 | Quote ID: 50126-1

Pricing Summary - Single Vehicle

MSRP*Vehicle Pricing*

Base Vehicle Price	\$52,350.00
Options	\$1,490.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$2,795.00
Subtotal	\$56,635.00

Pre-Tax Adjustments

Code	Description	MSRP
Discount	San Tan Ford Vehicle Discount	-\$6,230.00
Subtotal		\$50,405.00

Sales Taxes

Code	Description	MSRP
TAX	Sales Tax	\$3,906.39
Subtotal		\$54,311.39

Post-Tax Adjustments

Code	Description	MSRP
Tire Tax-2	Tire Tax	\$11.65
\$2.33 per Tire		
Shipping	Shipping from Gilbert, AZ to Imperial, CA	\$750.00
Subtotal		\$55,073.04
Total		\$55,073.04

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05/01/2026

San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2026 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 620 | Quote ID: 50126-1



Pricing Summary - Single Vehicle

Customer Signature

Acceptance Date

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San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410



2026 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 620 | Quote ID: 50126-1

Pricing Summary - Multiple Vehicles

Vehicle Quantity: 2

MSRP

Vehicle Pricing

Base Vehicle Price	\$104,700.00
Options	\$2,980.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$5,590.00
Subtotal	\$113,270.00

Pre-Tax Adjustments

Code	Description	MSRP
Discount	San Tan Ford Vehicle Discount	-\$12,460.00
Subtotal		\$100,810.00

Sales Taxes

Code	Description	MSRP
TAX	Sales Tax	\$7,812.78
Subtotal		\$108,622.78

Post-Tax Adjustments

Code	Description	MSRP
Tire Tax-2	Tire Tax	\$23.30
\$2.33 per Tire		
Shipping	Shipping from Gilbert, AZ to Imperial, CA	\$1,500.00
Subtotal		\$110,146.08
Total		\$110,146.08

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San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410



2026 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 620 | Quote ID: 50126-1

Pricing Summary - Multiple Vehicles

Customer Signature

Acceptance Date

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2026 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 620 | Quote ID: 50126-1

Selected Equip & Specs

Dimensions

- Conventional Capacity: 10,400 lbs.
- Fifth-wheel towing capacity: 8,800 lbs.
- Front brake diameter: 13.8"
- Cargo box length: 66.0"
- Cargo box volume: 52.8 cu.ft.
- Cargo box max width: 65.2"
- Cargo box length feet: 5.5
- Vehicle body width: 79.9"
- Wheelbase: 145.0"
- Front track: 67.9"
- Frame section modulus: 5.2 cu.in.
- Front bumper to front axle: 37.6"
- Max interior rear cargo volume: 50.9 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- GCWR: 16,800 lbs.
- Gooseneck towing capacity: 8,800 lbs.
- Rear brake diameter: 13.8"
- Cargo box min width: 50.6"
- Pickup box depth: 21.4"
- Cargo box tailgate width: 60.3"
- Vehicle body length: 231.7"
- Vehicle body height: 77.2"
- Vehicle turning radius: 23.9'
- Rear track: 67.9"
- Frame yield strength (psi): 49300.0
- Interior rear cargo volume with seats folded: 50.9 cu.ft.
- Total passenger volume: 131.9 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 66.0"
- Hip room second-row: 62.6"

Powertrain

- Spark ignition system
- Engine cylinders: V-6
- Torque: 500 lb.-ft.@3100 RPM
- Driver selectable drivetrain mode
- Part and full-time 4WD
- Two-Speed Transfer Case
- Easy Fuel capless fuel filler
- Electronic transfer case shift
- Auto locking hub control
- 3.5L V-6 port/direct injection, DOHC, variable valve control, twin turbo, engine with 400HP
- Horsepower: 400 HP@6000 RPM
- Radiator
- 10-speed automatic
- Four-wheel drive
- Recommended fuel: regular unleaded
- All-speed ABS and driveline traction control
- Driver selectable rear locking differential

Fuel Economy and Emissions

- Fuel economy (city/highway/combined): 17 mpg/23 mpg/19 mpg
- Fuel economy combined: 19 mpg
- Gasoline secondary fuel type
- Fuel economy city: 17 mpg
- Fuel economy highway: 23 mpg
- LEV3-ULEV70 emissions

Suspension and Handling

- Off-road ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

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San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2026 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 620 | Quote ID: 50126-1

Selected Equip & Specs (cont'd)

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Automatic brake hold
- Hill Descent Control
- Independent front suspension
- Heavy-duty front anti-roll bar
- Rigid axle rear suspension
- Speed sensitive power steering
- Rack-pinion steering
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Post Collision Braking automatic post-collision braking system
- Brake assist system
- Hill start assist
- Double wishbone front suspension
- Front coil springs
- Leaf spring rear suspension
- Electric power-assist steering system
- 2-wheel steering system

Body Exterior

- Trailer wiring harness
- * **Running boards**
- Standard style pickup box
- Monotone paint
- Black door handles
- 2 front tow hooks
- Rear bumper step
- Black grille
- Black door mirrors
- Conventional right rear passenger door
- Active grille shutters
- * **18 x 8.5-inch front and rear silver aluminum wheels**
- Dynamic Hitch Assist vehicle to trailer hitching assist
- 4 doors
- Pickup bed-rail protectors
- Black side window trim
- Black front bumper
- Black rear bumper
- Black front bumper rub strip
- Standard style side mirrors
- Conventional left rear passenger door
- Tailgate
- LT265/70RS18 AT BSW front and rear tires

Convenience

- Power door locks with 2 stage unlocking
- * **All-in-one remote fob and ignition key**
- Power tailgate/rear door lock
- Day/Night rearview mirror
- * **Rear window defroster**
- Front beverage holders
- 6 beverage holders
- Rear door bins
- Instrument panel bin
- Retained accessory power
- Over the air updates
- * **Keyfob activated door locks**
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Power first-row windows
- Fixed rear windshield
- Standard glove box
- Driver and passenger door bins
- Rear beverage holders
- Dashboard storage
- Cabback insulator
- PRND in IP

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2026 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 620 | Quote ID: 50126-1



Selected Equip & Specs (cont'd)

Comfort

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 5
- Driver seat with 8-way directional controls
- Height adjustable front seat head restraints
- Power reclining driver seat
- Power driver seat fore/aft control
- * **Power reclining passenger seat**
- * **Power passenger seat fore/aft control**
- Height adjustable rear seat head restraints
- * **Front passenger seat with 2-way power lumbar**
- 40-40 bucket front seat
- * **Front passenger seat with 6-way directional controls**
- Manual front seat head restraint control
- Power height adjustable driver seat
- Power driver seat cushion tilt
- * **Power height adjustable control passenger seat**
- Fixed rear seats
- Split-bench rear seat
- Cloth front seat upholstery

Entertainment Features

- TV receiver/streaming
- 12 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- Radio data system (RDS)
- Internet radio capability
- Speakers number: 6
- Speed sensitive volume
- Fixed audio antenna
- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM
- AM radio
- Seek scan
- SYNC 4 external memory control
- Standard grade speakers
- Steering wheel mounted audio controls
- Wireless audio streaming

Lighting, Visibility and Instrumentation

- Analog instrumentation display
- Digital clock
- Exterior temperature display
- Driver information center
- Oil pressure gauge
- Transmission fluid temperature gauge
- Gauge cluster display size (inches): 4.00
- Trip odometer
- Compass
- Redundant digital speedometer
- Tachometer
- Engine/electric motor temperature gauge
- Engine hour meter
- * **Deep tinted windows**

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05/01/2026

San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

**2026 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)**

Price Level: 620 | Quote ID: 50126-1

Selected Equip & Specs (cont'd)

- Reflector headlights
- Ford Co-Pilot360 - Autolamp auto on/off headlight control
- Delay-off headlights
- DRL preference setting
- Illuminated entry
- Ambient lighting
- High mounted center stop light
- Pickup box cargo light
- LED low and high beam headlights
- Multiple enclosed headlights
- Ford Co-Pilot360 - Auto High Beam auto high-beam headlights
- Variable intermittent front windshield wipers
- Variable instrument panel light
- Daytime running lights
- Fade interior courtesy lights

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring
- 1 USB port
- SYNC 4 handsfree wireless device connectivity
- Fleet Telematics Modem selective service internet access

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- 6 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Security system
- Ford Co-Pilot360 - Lane-Keeping Assist
- Automatic Emergency Braking forward collision mitigation
- Ford Co-Pilot360 - Pre-Collision Assist with Pedestrian Detection
- Reverse Camera rear mounted camera
- Reverse Sensing System rear parking sensors
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- Fleet Telematics Modem vehicle tracker
- * **Remote panic alarm**
- BLIS with Trailer Tow Coverage blind spot warning
- Ford Co-Pilot360 - Reverse Brake Assist collision mitigation
- Driver Alert
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- Manual rear child safety door locks

Dimensions**General Weights**

GVWR	7,050 lbs.	Payload	2,030 lbs.
------	------------	---------	------------

Trailer Weights

Fifth-wheel towing capacity	8,800 lbs.	Gooseneck towing capacity	8,800 lbs.
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**2026 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)**

Price Level: 620 | Quote ID: 50126-1

Selected Equip & Specs (cont'd)

Conventional capacity	10,400 lbs.	GCWR	16,800 lbs.
Front Weights			
GAWR front	3,525 lbs.	Axle capacity front	4,050 lbs.
Spring rating front	3,525 lbs.	* Tire/wheel capacity front	4,200 lbs.
Rear Weights			
GAWR rear	3,800 lbs.	Axle capacity rear	3,800 lbs.
Spring rating rear	3,800 lbs.	* Tire/wheel capacity rear	4,800 lbs.
Off Road			
Min ground clearance	9.4"	Loading floor height	34.9"
Exterior Measurements			
Vehicle body length	231.7"	Vehicle body width	79.9"
Vehicle body height	77.2"	Wheelbase	145.0"
Front brake diameter	13.8"	Cargo box length	66.0"
Rear brake diameter	13.8"	Cargo box min width	50.6"
Cargo box volume	52.8 cu.ft.	Pickup box depth	21.4"
Cargo box max width	65.2"	Cargo box tailgate width	60.3"
Cargo box length feet	5.5	Front track	67.9"
Rear track	67.9"	Vehicle turning radius	23.9'
Frame section modulus	5.2 cu.in.	Frame yield strength (psi)	49300.0
Front bumper to front axle	37.6"		
Interior Measurements			
Max interior rear cargo volume	50.9 cu.ft.	Interior rear cargo volume with seats folded	50.9 cu.ft.
Interior Volume			
Total passenger volume	131.9 cu.ft.		
Headroom			
Headroom first-row	40.8"	Headroom second-row	40.4"
Legroom			
Leg room first-row	43.9"	Leg room second-row	43.6"
Shoulder Room			
Shoulder room first-row	66.7"	Shoulder room second-row	66.0"
Hip Room			
Hip room first-row	62.5"	Hip room second-row	62.6"

Powertrain**Engine**

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**2026 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)**

Price Level: 620 | Quote ID: 50126-1

Selected Equip & Specs (cont'd)

Engine 3.5L V-6 port/direct injection, DOHC, variable valve control, twin turbo, engine with 400HP		Valves per cylinder		4
Engine cylinders	V-6	Engine location	Front mounted engine	
Ignition	Spark ignition system	Engine mounting direction	Longitudinal mounted engine	
Engine block material	Aluminum engine block	Cylinder head material	Aluminum cylinder head	
Engine Specs				
Displacement	3.5L	cc	213.3 cu.in.	
Bore	3.64"	Stroke	3.41"	
Compression ratio	10.5	SAEJ1349	AUG2004 compliant	
Engine Power				
Horsepower	400 HP@6000 RPM	Torque	500 lb.-ft.@3100 RPM	
Alternator				
Alternator amps	240A	Alternator type	Regular duty alternator	
Battery				
Battery amps	80Ah	Battery type	HD lead acid battery	
Battery rating	800CCA	Battery run down protection	Battery run down protection	
Engine Extras				
Radiator	Radiator	Drivetrain selectable	Driver selectable drivetrain mode	
Transmission				
Transmission	10-speed automatic	Transmission electronic control	Transmission electronic control	
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission	
First gear ratio	4.696	Second gear ratio	2.985	
Third gear ratio	2.146	Fourth gear ratio	1.769	
Fifth gear ratio	1.52	Sixth gear ratio	1.275	
Reverse gear ratio	4.866	Seventh gear ratio	1	
Eighth gear ratio	0.854	Ninth gear ratio	0.689	
Tenth gear ratio	0.636	Selectable mode transmission	Tow/Haul Mode selectable mode transmission	
Sequential shift control	SelectShift Sequential shift control			
Drive Type				
4WD type	Part and full-time 4WD	Drive type	Four-wheel drive	
Drivetrain				
Axle ratio	3.31			
Exhaust				

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05/01/2026

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**2026 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)**

Price Level: 620 | Quote ID: 50126-1

Selected Equip & Specs (cont'd)

Tailpipe Stainless steel single exhaust

Fuel

Fuel type regular unleaded

Fuel Tank

Capless fuel filler Easy Fuel capless fuel filler Fuel tank capacity 25.99 gal.

Drive Feature

Traction control All-speed ABS and driveline traction control Locking hub control Auto locking hub control

Transfer case Electronic transfer case shift Rear locking differential Driver selectable rear locking differential

Provisions

Provisions Police/fire provisions

Fuel Economy and Emissions**Fuel Economy**

Secondary fuel type	Gasoline secondary fuel type	Fuel economy combined	19 mpg
Fuel economy city	17 mpg	Fuel economy highway	23 mpg
Fuel economy (city/highway/combined)	17 mpg/23 mpg/19 mpg	Fuel economy status	Previous year fuel economy status

Emissions

Emissions LEV3-ULEV70 emissions Emissions tiers Tier 3 Bin 70 emissions

Green ValuesEnergy Impact Score (Barrels per year) 17.3 Carbon FP / Tailpipe and upstream total GHG (CO₂, tons per year) 9.3**Suspension and Handling****Suspension**

Suspension	Off-road ride suspension	Front shock absorbers	Heavy-duty front shock absorbers
Rear shock absorbers	Heavy-duty rear shock absorbers		

Driveability**Brakes**

Brake type	4-wheel disc brakes	Ventilated brakes	Front and rear ventilated disc brakes
ABS brakes	Four channel ABS brakes	Electronic parking brake	Electronic parking brake

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Prepared for: Aaron Reel

City of Imperial

Prepared by: Joe Sanchez

05/01/2026

San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

**2026 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)**

Price Level: 620 | Quote ID: 50126-1

Selected Equip & Specs (cont'd)

ABS brakes	4-wheel antilock (ABS) brakes	Post collision braking system	Post Collision Braking automatic post-collision braking system
Brake Assistance			
Hill start assist	Hill start assist	Hill control	Hill Descent Control
Brake assist system	Brake assist system		
Front Suspension			
Front anti-roll	Heavy-duty front anti-roll bar	Suspension ride type front suspension	Independent front suspension
Suspension type front suspension	Double wishbone front suspension		
Front Spring			
Regular front springs	Regular front springs	Springs front	Front coil springs
Rear Spring			
Springs rear	Rear leaf springs	Rear springs	Regular grade rear springs
Rear Suspension			
Suspension type rear	Leaf spring rear suspension	Suspension ride type rear	Rigid axle rear suspension
Steering			
Steering	Electric power-assist steering system	Steering type	Rack-pinion steering
Speed sensitive steering	Speed sensitive power steering	Steering type number of wheels system	2-wheel steering

Exterior**Front Wheels**

Front wheels diameter	18"	Front wheels width	8.5"
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Rear Wheels

Rear wheels diameter	18"	Rear wheels width	8.5"
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Front And Rear Wheels

* Appearance	silver	* Material	aluminum
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Front Tires

Aspect	70	Diameter	18"
Sidewalls	BSW	Speed	S
Tread	AT	Type	LT
Width	265mm		

Rear Tires

Aspect	70	Diameter	18"
Sidewalls	BSW	Speed	S

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Selected Equip & Specs (cont'd)

Tread	AT	Type	LT
Width	265mm		

Body Exterior*Trailering*

Towing class	Class IV tow rating	Towing hitch	Trailer hitch
Towing wiring harness	Trailer wiring harness	Towing trailer sway	Trailer sway control

Exterior Features

Box style	Standard style pickup box	Number of doors	4 doors
* Running boards	Running boards	Skid plate	3 underbody skid plates
* License plate front bracket	Front license plate bracket		

Body

Body panels	Aluminum body panels with side impact beams
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Spare Tire

Spare tire	Full-size spare tire with steel wheel	Spare tire location	Crank-down spare tire
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Tires

Front tires LT load rating	C	Rear tires LT load rating	C
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Convenience*Door Locks*

Door locks	Power door locks with 2 stage unlocking	* Keyfob door locks	Keyfob activated door locks
* All-in-one key	All-in-one remote fob and ignition key	Auto door locks	Auto-locking doors
Tailgate control	Power tailgate/rear door lock		

Cruise Control

Cruise control	Cruise control with steering wheel mounted controls
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Rear View Mirror

Day/Night rearview mirror	Day/Night rearview mirror
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Exterior Mirrors

Door mirrors	Power door mirrors	Folding door mirrors	Manual folding door mirrors
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Front Side Windows

First-row windows	Power first-row windows
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Overhead Console

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Selected Equip & Specs (cont'd)

Overhead console	Mini overhead console	Overhead console storage	Overhead console storage
<i>Passenger Visor</i>			
Visor passenger mirror	Passenger visor mirror		
<i>Power Outlets</i>			
12V power outlets	2 12V power outlets		
<i>Rear Windshield</i>			
* Rear window defroster	Rear window defroster	Rear windshield	Fixed rear windshield
<i>Storage</i>			
Door bins front	Driver and passenger door bins	Door bins rear	Rear door bins
Number of beverage holders	6 beverage holders	Beverage holders	Front beverage holders
Beverage holders rear	Rear beverage holders	Glove box	Standard glove box
Instrument panel storage	Instrument panel bin	Dashboard storage	Dashboard storage
<i>Windows Feature</i>			
One-touch up window	Driver and passenger one-touch up windows	One-touch down window	Driver and passenger one-touch down windows
<i>Windows Rear Side</i>			
Second-row windows	Power second-row windows		
<i>Miscellaneous</i>			
Cabback insulator	Cabback insulator	PRND in IP	PRND in IP
Accessory power	Retained accessory power	Over the air updates	Over the air updates
Comfort			
<i>Climate Control</i>			
Climate control	Manual climate control	Cabin air filter	Cabin air filter
Rear under seat ducts	Rear under seat climate control ducts		
<i>Headliner</i>			
Headliner material	Cloth headliner material	Headliner coverage	Full headliner coverage
<i>Floor Trim</i>			
Floor covering	Full vinyl floor covering	Floor coverage	Full floor coverage
<i>Second-Row Seat Trim</i>			
Rear seat upholstery	Vinyl rear seat upholstery	Rear seatback upholstery	Carpet rear seatback upholstery
<i>Steering Wheel</i>			
Steering wheel material	Urethane steering wheel	Steering wheel telescopic wheel	Manual telescopic steering wheel

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Selected Equip & Specs (cont'd)

Steering wheel tilt

Manual tilting steering wheel

Seats and Trim*Seat Capacity*

Seating capacity

5

Front Seats

Driver seat direction Driver seat with 8-way directional controls

Driver seat fore/aft control Power driver seat fore/aft control

*** Passenger seat direction Front passenger seat with 6-way directional controls***** Reclining passenger seat Power reclining passenger seat***** Passenger seat fore/aft control Power passenger seat fore/aft control**

Front head restraint control Manual front seat head restraint control

Height adjustable driver seat Power height adjustable driver seat

Driver seat cushion tilt Power driver seat cushion tilt

Split front seats

40-40 bucket front seat

*** Height adjustable passenger seat Power height adjustable control passenger seat**

Front head restraints Height adjustable front seat head restraints

Reclining driver seat Power reclining driver seat

Rear Seats

Bench seats

Split-bench rear seat

Folding second-row seats

60-40 folding rear seats

Rear seat folding position

Fold-up rear seat cushion

Rear head restraint control Manual rear seat head restraint control

Rear seats fixed or removable

Fixed rear seats

Rear seat direction

Front facing rear seat

Rear head restraints Height adjustable rear seat head restraints

Number of rear head restraints

3 rear seat head restraints

*Lumbar Seats**** Front passenger lumbar with 2-way power lumbar****Front passenger seat***Front Seat Trim*

Front seat upholstery

Cloth front seat upholstery

Front seatback upholstery

Cloth front seatback upholstery

Interior Accents

Interior accents

Chrome interior accents

Gearshifter Material

Gearshifter material

Urethane gear shifter material

Entertainment Features*Entertainment Features*

TV receiver/streaming

TV receiver/streaming

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Selected Equip & Specs (cont'd)*Displays*

Primary touchscreen display	Primary touchscreen display	Number of first-row displays 2 total number of 1st row displays
Primary display size	12 inch primary display	

Radio Features

External memory RDS	SYNC 4 external memory control Radio data system (RDS)	Seek scan Internet radio capability	Seek scan Internet radio capability
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Speakers

Speakers	Standard grade speakers	Speakers number	6
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Audio Features

Steering mounted audio control mounted audio controls	Steering wheel	Speed sensitive volume	Speed sensitive volume
Wireless streaming	Wireless audio streaming		

Lighting, Visibility and Instrumentation*Instrumentation*

Trip odometer	Trip odometer	Instrumentation display	Analog instrumentation display
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Instrumentation Displays

Speedometer	Redundant digital speedometer	Temperature display	Exterior temperature display
Driver information center	Driver information center	Clock	Digital clock
Compass	Compass		

Instrumentation Gauges

Tachometer	Tachometer	Oil pressure gauge	Oil pressure gauge
Transmission temperature gauge	Transmission fluid temperature gauge	Engine/electric motor temperature gauge	Engine/electric motor temperature gauge
Gauge cluster display size (inches)	4.00	Engine hour meter	Engine hour meter

Instrumentation Warnings

Engine temperature warning	Engine temperature warning	Oil pressure warning	Oil pressure warning
Low fuel warning	Low fuel warning	Low brake fluid warning	Low brake fluid warning
Battery charge warning	Battery charge warning	Headlights on reminder	Headlights on reminder
Key in vehicle warning	Key in vehicle warning	Door ajar warning	Door ajar warning
Service interval warning	Service interval indicator	Low tire pressure warning	Tire specific low air pressure warning

*Glass**** Tinted windows****Deep tinted windows**

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Selected Equip & Specs (cont'd)**Headlights**

Headlights LED low and high beam headlights
 Auto headlights Ford Co-Pilot360 - Autolamp auto on/off headlight control

Delay off headlights Delay-off headlights

DRL preference setting DRL preference setting

Headlight type Reflector headlights
 Multiple headlights Multiple enclosed headlights

Auto high-beam headlights Ford Co-Pilot360 - Auto High Beam auto high-beam headlights

Front Windshield

Wipers Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry
 Ambient lighting Ambient lighting

Variable panel light Variable instrument panel light

Lights

Running lights Daytime running lights
 High mount stop light High mounted center stop light

Interior courtesy lights Fade interior courtesy lights
 Pickup box cargo light Pickup box cargo light

Technology and Telematics**Connectivity**

Handsfree SYNC 4 handsfree wireless device connectivity
 Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Smart device integration SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring

Internet Access

Internet access Fleet Telematics Modem selective service internet access

USB Ports

USB ports 1 USB port

Safety and Security**Airbags**

Front impact airbag driver Driver front impact airbag
 Front impact airbag passenger Passenger front impact airbag
 Front side impact airbag passenger Seat mounted side impact front passenger airbag
 Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

Number of airbags 6 airbags
 Front side impact airbag driver Seat mounted side impact driver airbag
 Occupancy sensor Airbag occupancy sensor

Seatbelts

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Selected Equip & Specs (cont'd)

3-point seatbelt Rear seat center 3-point seatbelt

Seatbelt pretensioners Front seatbelt pretensioners

Height adjustable seatbelts Front height adjustable seatbelts

Seatbelt pretensioners number 2 seatbelt pretensioners

Security System*** Remote panic alarm****Remote panic alarm**Vehicle tracker
tracker

Fleet Telematics Modem vehicle

Security system

Security system

Active Driving Assistance

Lane departure Ford Co-Pilot360 - Lane-Keeping Assist

Forward collision warning Automatic Emergency Braking forward collision mitigation

Pedestrian detection Ford Co-Pilot360 - Pre-Collision Assist with Pedestrian Detection

Blind spot BLIS with Trailer Tow Coverage blind spot warning

Rear collision warning Ford Co-Pilot360 - Reverse Brake Assist collision mitigation

Driver attention monitor

Driver Alert

Cameras

Rear camera Reverse Camera rear mounted camera

Traction Control

Electronic stability control AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

Parking Sensors

Parking sensors Reverse Sensing System rear parking sensors

Occupant Safety

Child door locks Manual rear child safety door locks

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Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/100,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

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City Council **STAFF REPORT**

Document ID: 2026-195
Category: Agreement/Contract

Department: Parks & Recreation

Department Head: Anthony Lopez, Parks & Recreation Director

Meeting Date: May 20, 2026

SUBJECT:

PROPOSAL FROM NICKLAUS ENGINEERING, INC. FOR DESIGN AND ENGINEERING SERVICES - KITCHEN INCUBATOR PROJECT

BACKGROUND:

The city is advancing the Kitchen Incubator Project, an initiative intended to support local entrepreneurs, expand economic development opportunities, and activate underutilized space at the project site. Nicklaus Engineering Inc. is currently under contract as one of the City's on-call engineering firms. As part of their existing scope, NEI is conducting an asbestos and lead assessment for the project site. Their ongoing work has given them direct familiarity with site conditions, project objectives, and anticipated construction needs.

Staff has received a proposal from Nicklaus Engineering Inc. for design and engineering services to prepare the Kitchen Incubator Project for construction. Because NEI is already performing environmental assessments at the site, it has current, project-specific knowledge that positions it well to efficiently transition into the design and engineering component. This continuity reduces onboarding time, minimizes duplication of effort, and supports a more streamlined project timeline.

The design and engineering phase is critical to ensuring that, when the project is released for public bidding, the city has a complete, accurate, and build-ready set of plans and specifications. These documents form the foundation of the construction bid package and are essential for cost control, contractor clarity, and regulatory compliance.

See attachment.

FISCAL IMPACT:

\$67,897.00

Account# 54-831-5210

U.S. Small Business Administration Funds (SBA)

REQUESTED ACTION:

Authorize the City Manager to execute an agreement with Nicklaus Engineering Inc. (NEI) for design and engineering services related to the Kitchen Incubator Project in the amount of \$67,897.00

CITY MANAGER RECOMMENDATION:

Attachments:

1. Imperial Kitchen Incubator_Fee Proposal

RESULTS:

May 4, 2026

Proposal Number: 026-039

Jenell Guerrero, MPA, Interim Public Services Director
City of Imperial
420 S. Imperial Ave
Imperial, CA 92251
760-355-1153
jguerrero@imperial.ca.gov

**Subject: A/E Services for Kitchen Incubator; 116 N. Imperial Ave., Imperial, CA 92251,
Rev. #1**

Dear Ms. Guerrero,

Nicklaus Engineering, Inc. ("Consultant") appreciates the opportunity to submit this proposal to provide the subject services to City of Imperial ("Client"). This proposal has been prepared pursuant to the understanding of the scope below. This proposal is based upon our understanding of the requirements set forth in the Scope of Work meeting on March 28th. We have outlined a proposed scope of services, identified assumptions, and determined our fee based on our understanding of the project.

I. Scope of Work

Nicklaus Engineering shall perform A/E Design Services (the "Services") as described herein and in conformance with the attached Terms and Conditions. It is our understanding that the City intends to convert its old post office building at 116 N. Imperial Ave. into a new Kitchen Incubator. The existing building is approximately 1,700 sq. ft. and will house a commercial kitchen, janitor closet, bathrooms, and seating area as shown on the preliminary layout provided. The Scope of Work ("SOW") is described as follows:

1. Construction Documents:

A. Architecture:

- i. Conceptual Design – develop conceptual layouts for building, including kitchen workflow.
- ii. Construction Documents – finalize plans for the construction documents to include plans, sections, details and schedules. Complete the Construction Document package for submittal to Building Safety for Plan Review and permitting.
- iii. Submittals will be provided at conceptual (architecture only), 30% (architecture only), 60%, and 100%.
- iv. Cost Estimates will be provided at 60% and 100% stage.

B. Mechanical:

- i. Design of HVAC systems including:
 1. Air conditioning and heating.
 2. Code required ventilation air.
 3. Building makeup air.
 4. General exhaust air.
 5. Food service exhaust and makeup air. The food service consultant will select and specify all food service equipment

Architecture | Civil Engineering | Mechanical Engineering | Geotechnical Engineering
Environmental Engineering | Industrial Hygiene | Construction Management | Facilities Support

including range hoods and associated exhaust and static pressure requirements.

6. Coordination of condensate piping for refrigeration equipment in walk-in cooler and freezer. All refrigeration equipment for walk-in cooler and freezer is specified by others.
7. Technical specifications.

C. Plumbing:

- i. Design of plumbing systems including:
 1. Domestic hot and cold water.
 2. Sanitary drainage and venting.
 3. Interior roof drainage.
 4. Plumbing design will be based on fixture counts and safety showers/eyewash station locations (if applicable) as provided by others.
 5. Utilities to food service equipment as designed by others. The food service consultant will select and specify all food service equipment.
 6. Technical specifications.

D. Electrical:

- i. Building and site lighting.
- ii. Electrical power plan.

E. Structural:

- i. Calculations and structural drawings for:
 1. Supporting new kitchen equipment
 2. Supporting new rooftop equipment
 3. New rooftop guardrails due to the mechanical unit's proximity to the roof edge.

F. Fire Protection performance-based design for deferred submittal:

- i. Flow Test.
- ii. Incoming riser pipe sizing and coordination.
- iii. Performance based specifications.

G. Kitchen:

- i. Preliminary space planning to establish an efficient working layout (up to 3 iterations)
- ii. Provide equipment schedule and specifications for kitchen equipment
- iii. Combining health department application and submittal

II. Compensation and Payment

As compensation for the performance of the Services, Nicklaus Engineering is proposing a professional fee of the stipulated sum of **Sixty Seven Thousand Eight Hundred Ninety Six dollars (\$67,896.00)**, as detailed in Attachment 1. Balances are due and billed on a percent complete basis and as the work progresses, with the cost of additional reproduction, filing fees, permitting costs, and other direct costs (ODCs) billed additionally or paid by others directly. Other services not specifically included in this proposal may be provided upon request by the Client at fees negotiated for those services or at the rates indicated in the attached Attachment 2, Nicklaus Engineering's Standard Rate Schedule. Additional reimbursable expenses for reproduction, travel, express and messenger deliveries, computer-deliverable plots, and all ODCs will be billed

on a cost-plus 15% markup basis. Nicklaus Engineering will not perform any services or other work, or receive payment for any task, not explicitly authorized in writing.

III. Stipulations/Comments

The Design Team has made some assumptions, clarifications, and exclusions to the scope of work. If for some reason there is work that should have been included, please let us know and we can make the necessary adjustments to our fee proposal.

1. This fee proposal includes the fees for Architecture, Structural, Mechanical, Electrical, Plumbing, Kitchen Consultant and Fire Basis of Design. The fee does not include a fee for Civil, Geotechnical, Environmental, Landscape or specialty consultants.
2. The project will be designed by Nicklaus using Building Information Modeling (BIM) software with Autodesk Revit® as the platform. The BIM deliverable will be no greater than Level Of Development (LOD) 300 as defined in AIA Document G202. The Revit® model is only inclusive of those systems designed by Nicklaus. The Revit® model will not include Owner/vendor-provided and installed systems requiring coordination by the installing contractors. The Revit® model is intended for internal coordination among the design team. It is understood the model is not intended to be an exact and complete three-dimensional representation of how the Contractor will route and locate utilities and equipment. Modeling of the existing conditions will be limited to the extent required to produce specifications and 2D contract documents.
3. Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.
4. Mechanical/Plumbing assumptions: The food service consultant shall be responsible for selection of all food service equipment and will provide detailed cut sheets, specifications, and coordination drawings of equipment locations and utility connections required. Nicklaus will reference the food service consultant's detailed food service drawings on the plumbing drawings for use by the contractors in coordinating locations, heights, and devices required for all equipment. Guardrails, ladders, stairs, platforms, or other components for supporting and accessing mechanical equipment will be designed and coordinated by others and will be part of the General Contractor's scope of work. Fire Protection design of any kind is the responsibility of others and is excluded from this proposal, only a basis of design is provided. Sanitary sewer, storm water drainage, natural gas (if applicable), domestic water service, and fire protection water service with adequate capacity will be available 5'-0" outside of the building. Site utility beyond 5'-0" of the building perimeter, including sanitary sewer, storm water drainage, natural gas (if applicable), domestic water service, and fire protection water service shall be the responsibility of others.
5. Civil is excluded: Developing any site plan or addressing any civil related comments from plan review are excluded. It is anticipated that the existing utilities are adequate for the new use, so no replacement or installation of new lines is included. It is anticipated that existing utility information and location will be provided by the City for incorporation into the set. The following are also excluded: Traffic control plan

- preparation; traffic impact studies or traffic engineering analysis; Offsite improvements; Special Use Permit processing or entitlement services; Right-of-way acquisition or property negotiations; construction staking; utility potholing, subsurface utility engineering (SUE), and private utility locating.
6. Electrical exclusions: fire alarm, intercom/PA system, security alarm/access control, surveillance, emergency power/generator, and alternative solar energy system, telecommunication design and any work not specifically listed in this scope. Rough-ins devices and conduit for Telephone Company and Cable equipment will be provided, but equipment and cabling design is not included.
 7. Structural exclusions: To facilitate the site observations, we will need approximately a 48" wide strip of ceiling removed the entire building width. Additionally, a minimum 48" square opening in the ceiling along the front wall and back wall will be required. These openings will be necessary for observing the roof framing components, type of decking or sheathing, ledger to wall connection and whether the walls are positively attached to the roof diaphragm to resist seismic out of plane wall forces. It is noted that some items of concern, based on our previous experiences, are: 1) the lack of seismic shear resistance along the front entry wall, 2) wall to roof anchorage and 3) roof diaphragm capacity. Until the final structural evaluation report is complete, the scope of structural design for addressing building deficiencies is unknown and excluded from this proposal. Special inspections are excluded.
 8. Kitchen exclusions: The drawings provided are not stamped by any engineer, nor do they include any architectural, structural or construction approvals. They are strictly to provide information to Architect, Engineer and General Contractors for reference only. Attendance of pre-build meetings, construction management and ongoing jobsite supervision is not part of this agreement. Equipment pricing, procurement, delivery or installation is not a part of this agreement. Equipment specifications provided as a result of this agreement/service are not guaranteed. Consultant is not responsible for discrepancies that result from manufacturer variables such as availability, model number, utility requirements or factory claimed "exclusions" of local codes. Any changes made to details provided by this agreement (plumbing, electrical, mechanical or elevations) are to be approved by Consultant.
 9. Securing of permits, variances, etc.; Plan Review, Development Fees and Permit Fees are excluded.
 10. Material Testing is not included in the fee.
 11. Life Cycle Analysis and LEED Certifications are excluded.
 12. Coordination with utility companies is not included. The General Contractor will provide all utility company coordination during the construction phase. Fees required by the utility companies are not included in this proposal and shall be paid by other directly.
 13. Furniture & Equipment: The design team will coordinate with the Owner on furniture & equipment. Furniture systems and specialized equipment are excluded and shall be by the Owner. The design team will coordinate location requirements, and any necessary power/data requirements will be identified. A complete list of Owner-furnished equipment will be provided to Nicklaus, along with utility connection locations, utility loads, heat dissipated to the space, disconnect requirements, start-stop controls, and other contractor coordination issues, prior to 30% completion of construction documents.

14. New building concepts after completion of 30% phase are excluded. Late modification to design plans may impact the design fees and will be considered additional services.
15. A complete list of owner-furnished equipment will be provided to Nicklaus, along with utility connection locations, utility loads, heat dissipated to the space, start-stop controls and other contractor coordination issues, prior to 30% completion of construction documents.
16. It is our understanding that this project delivery will be a standard Design-Bid-Build. The project will be awarded as a single prime contract for construction. Phased design and/or issue of early documents are not required.
17. Site Assessment: This fee proposal does not include any environmental investigation of the site, including archeology surveys, studies, or reports; Endangered species reports or studies; historic surveys or environmental reports are excluded.
18. Lead or asbestos testing of the existing building is excluded.
19. Bidding Support and Construction Administration are excluded.
20. Electronic copies will be submitted to the Client at each submittal review and AHJ for plan review. The proposed fee does not include additional expenses for printing required for additional submittals or bidding documents.
21. The proposed fees do not include expenses for in-house printing required for bidding documents. These expenses will be billed as reimbursable expenses at our standard rate of 1.18 times the cost of the printing.
22. The proposed fees do not include the cost associated with travel, lodging or per diem outside the Yuma area for meetings and project coordination or any other required travel associated with our work on this project. Travel expenses will be billed as reimbursable expenses at our standard rate of 1.18 times the cost of the travel expense. Travel expenses will be reviewed and agreed upon with the client during the commencement of the project.
23. The proposed fees do not include any cost associated with mailing and shipping of NEI or consultant's documents for the project. Mailing and shipping expenses will be billed as reimbursable expenses at our standard rate of 1.18 times the cost of the mailing and shipping.
24. Fees for Additional Services that are beyond the scope of the basic services agreed upon in the final agreement shall be calculated in whole or in part using the attached Rate Schedule "B" and Consultant's Standard Rate Schedules.

If this proposal and the Term and Conditions are acceptable, please sign below and return to us as our Notice to Proceed. Nicklaus Engineering appreciates your confidence in our abilities, and we look forward to completing this project for City of Imperial. If we may be of any further service or answer any questions, please do not hesitate to contact us.

IN WITNESS WHEREOF the parties hereto, Client and Consultant have signed this Agreement, inclusive of the attached Terms and Conditions, effective as of the day and year of the signature by Client below. Unless otherwise specified herein, Client's signature below constitutes Nicklaus Engineering's Notice to Proceed and Client's acceptance of this proposal.

Nicklaus Engineering

City of Imperial

Signature

Signature

Name & Title (Typed or Printed)

Name & Title (Typed or Printed)

Date of Signature

Date of Signature

TERMS AND CONDITIONS

I. SCOPE

These Terms and Conditions are entered into between Client and Nicklaus Engineering, Inc., ("Consultant") as stated in the proposal attached hereto (the "Proposal"). Consultant will perform the services ("Services") set forth in the Proposal.

II. COMPENSATION

Consultant shall submit invoices to Client for Services properly performed, along with such supporting documentation as Client may require. Client may prescribe the format of such invoice.

Client agrees to pay for the Services properly performed in accordance with the Proposal. Progress payments may be billed monthly in proportion to the work properly performed. Client agrees that payment to Consultant will be made within 30 days (Net 30) from the date of a properly submitted invoice from the Consultant. Payment shall be made to:

Nicklaus Engineering
1851 W. 24th Street, Suite 201
Yuma, Arizona 85364
Attn: Nathan Downing

All retention held shall be paid within 30 calendar days of completion of all work proposed by Consultant.

Should the Client fail to make payment as specified herein, interest at the rate of 2% per month on any overdue balance shall accrue and be added to the billing. The Client shall be responsible for all collection costs, interest, and attorney's fees required for Consultant to obtain proper payment. Consultant will not submit or release plans to the Client or reviewing agency unless the account is paid for work performed through the date of submittal.

III. STANDARD OF CARE; REPRESENTATIONS AND WARRANTIES.

Consultant is employed to render a professional service ("Service"), and any payments made by Client are compensation solely for such Services rendered. Consultant shall perform the Services in accordance with generally accepted engineering or industry standards and practices in effect at the time the Services are rendered. Consultant represents and warrants to Client that Consultant: (a) has the full and legal right, power, authority, and capacity to enter into this Agreement and to perform its obligations herein; (b) holds and shall maintain all applicable licenses and permits to lawfully perform the Services; and (c) will perform the Services in compliance with all applicable laws, rules, and regulations.

RELiance UPON INFORMATION PROVIDED BY OTHERS.

If Consultant's performance of Services hereunder requires Consultant to rely on information provided by Client or other parties with whom Client contracts, Client shall be responsible to Consultant to verify the validity, completeness, or accuracy of such information.

IV. ACTIVITIES REQUIRED OF CLIENT

Client shall appoint a representative who shall have complete authority to transmit instructions, receive information and interpret and define Client's policies with respect to Consultant's work to be performed, provided however, such representative shall not have the authority to modify or amend this Agreement.

Unless specifically included in the Proposal, Client agrees to perform or facilitate the performance of, the following, if applicable to the Services:

1. Provide access to the site, including coordination with any tenants for access to sampling locations.
2. Provide readily available information on past history and operations at the site.
3. Provide available and known information on the nature of contaminants found on the property, if any, including any analytical reports on soils or groundwater.
4. Provide information on locations of known underground tanks, pipes, and utilities for the site.
5. Execute regulatory paperwork required as part of the Services performed.
6. Arrange for disposal of contaminated materials, including drilling cuttings, groundwater, or soil.
7. Client agrees to provide all information required to file a preliminary lien notice at the request of Consultant.
8. The Client shall give Consultant written notice of all claims for back charges within 15 calendar days of occurrence, otherwise they will be regarded as fully waived by the Client.

V. INDEMNIFICATION

Client agrees to indemnify and hold harmless Consultant and its partners, directors, officers, employees, agents and members, as applicable, with respect to any and all claims, losses, damages, liabilities, judgments or settlements (including but not limited to reasonable attorneys' fees, costs and other expenses) incurred by Consultant on account of any Professional Services conducted by Consultant pursuant to this contract; provided, however, this indemnification shall not extend to cover any claims, losses, damages, liabilities, judgments or settlements (including attorneys' fees, costs and other expenses) incurred by such indemnified persons on account of the negligence, willful misconduct, or fraud of Consultant (or its partners, directors, officers, employees, agents or members, as applicable).

VI. HAZARDOUS MATERIALS

Client acknowledges that Consultant may perform part of the Services at facilities that may contain pre-existing hazardous materials or pollution conditions ("Preexisting Conditions"), and Client releases Consultant from any liability that results from or is attributable to such Preexisting Conditions. Client further acknowledges that Consultant had no prior role in the generation, treatment, storage, or disposition of such materials or conditions. The indemnification of Article V above shall apply to Preexisting Conditions.

Unless specifically included in the Proposal, it is understood and agreed that Consultant shall not be deemed to be, and is not responsible as a generator, operator, transporter, arranger or other "person" as described in Section 107(a) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, or Section 7002 of the Resource Conservation and Recovery Act (RCRA), or applicable state or local laws. Rather, Consultant acts at the direction of Client solely as its agent to arrange for the transportation, treatment, or disposal of the contaminated materials generated from the applicable site(s).

VII. INSURANCE

Consultant shall maintain at least the following insurance coverages, unless otherwise agreed by Client in writing:

1. Commercial General Liability coverage on an occurrence basis with a per project aggregate with limits of not less than \$1,000,000 per occurrence, \$1,000,000 general aggregate.
2. Automobile Bodily Injury and Property Damage Liability coverage with a limit of not less than \$500,000 per

occurrence and covering owned, hired and non-owned vehicles.

3. Statutory Workers' Compensation and Employer's Liability insurance as required by the state in which work is to be performed and including any applicable Federal Act coverage.
4. Professional Liability (when applicable) insurance with a limit of not less than \$1,000,000 per claim. Professional liability must not be limited to Bodily Injury and Property Damage liability.

Certificates of Insurance (COI) are available upon request. If Consultant utilizes the services of lower-tier subconsultants or subcontractors, Consultant shall ensure such lower-tier subconsultants and subcontractors meet the requirements set forth in this Article VII.

VIII. SUBCONTRACTING SERVICES

Consultant shall be entitled, only with the prior written authorization of Client, to subcontract any portion of the Services to be performed under this Agreement. Consultant shall promptly pay for all services, labor, materials, and equipment used or employed by any of its subcontractors in the performance of any Services that are permitted to be subcontracted and shall maintain all materials, equipment, structures, buildings, premises and property of Client and the Client free and clear of liens, encumbrances and claims, provided that Client has paid Consultant in accordance with the terms of this Agreement. Consultant shall, if requested, provide Client with reasonable evidence and a release of claim proving that all services, labor, materials, and equipment have been paid in full.

IX. ASSIGNMENT

Consultant may assign its contractual rights and obligations with respect to this Agreement only upon the prior written consent of Client, which may be withheld.

X. INTEGRATION; AMENDMENT

No prior oral or written understanding shall be of any force or effect with respect to those matters covered in the Agreement. The Agreement may not be modified or altered except in writing signed by both parties. Any alteration or deviation from the proposed scope of work involving extra costs will be executed only upon written change orders.

XI. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state in which the project is located. Jurisdiction of litigation arising from the Agreement shall be in that state.

XII. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XIII. CONFIDENTIALITY

Consultant agrees it will maintain the confidentiality of material it receives or otherwise obtains from Client and will not disclose, distribute, or publish to any third party such confidential information without the prior permission of Client. Notwithstanding the foregoing, Consultant shall have no confidentiality obligation with respect to information that:

1. becomes generally available to the public other than as a result of disclosure by Consultant or its agents or employees;
2. was available to Consultant on a non-confidential basis prior to its disclosure by Client;
3. becomes available to Consultant from a third party who is not bound to retain such information in confidence.

In the event Consultant is compelled by subpoena, court order, or administrative order to disclose any confidential information, Consultant shall promptly notify Client and shall cooperate with Client prior to disclosure so that Client may take necessary actions to protect such confidential information from disclosure.

XIV. FORCE MAJEURE

Consultant shall not be responsible for delays – including but not limited to strikes, accidents, third party actions, acts of God, etc. – in performing that portion of the scope of Services if such delay results directly from causes beyond the reasonable control and contemplation of Consultant. Consultant must provide prompt notice of any such delay to Client and immediately take reasonable steps to mitigate the impact of any such delay and resume Consultant's performance.

XV. NO BENEFIT FOR THIRD PARTIES

The Services to be performed by Consultant hereunder are intended solely for the benefit of Client, and no right nor benefit is conferred on, nor any contractual relationship intended or established with any other person or entity.

XVI. WORK PRODUCT

Consultant and Client recognize that the Services performed hereunder have been commissioned by Client and that any work product generated by Consultant is intended solely for Client's benefit and use and may not be relied upon or reused by any other third party without Consultant's prior written consent. By this assignment, Consultant's work product will become the sole property of Client when Consultant has been compensated in accordance with the Agreement, and Consultant shall take any actions requested by Client to perfect such assignment. Consultant may keep copies of all work product for its records.

Original documents, such as electronic files, tracings, plans, specifications, maps, basic survey notes, and sketches, charts, computations, reports, tests and other data prepared or obtained under the terms of this agreement are instruments of service and shall remain the property Consultant unless otherwise agreed to by both parties. Reproduction of drawings, specifications, and copies of other pertinent data will be made available to the Client upon request at Client's expense

Unless specified otherwise herein, all excess materials or salvaged items shall become the property of Consultant.

XVII. SUSPENSION OF WORK

Services under this Agreement may be suspended as follows:

1. **By Client.** By written notice to Consultant, Client may suspend all or a portion of the Services under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Services impracticable or if requested or required by the Client. Consultant shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. If suspension is greater than 30 days, then Consultant shall have the right to terminate this Agreement in accordance with Article XVIII, Termination of Services.

2. **By Consultant**. By written notice to Client, Consultant may suspend the performance of Services if (a) Consultant reasonably determines that working conditions at the site (outside Consultant's control) are unsafe, or in violation of applicable laws, or (b) in the event Client has not made timely payment after notice and a 15-day cure period.

XVIII. TERMINATION OF SERVICES

This Agreement may be terminated as follows:

1. **By Client** (a) for its convenience on 30 days' notice to Consultant (or upon immediate notice if requested by or required by the Client, or upon the expiration or termination of the contract between Client and the Client), or (b) for cause, if Consultant breaches any term or condition of this Agreement through no fault of Client and Consultant does not cure, if in Client's opinion capable of cure, such breach within 15 days after Client has given written notice of the alleged breach to Consultant.

2. **By Consultant** (a) for its convenience on 30 days' notice to Client, or (b) for cause, if Client materially breaches this Agreement through no fault of Consultant and Client neither cures, if capable of cure, such material breach nor makes reasonable progress toward cure within 15 days after Consultant has given written notice of the alleged breach to Client, or (c) upon five days' notice if Services under this Agreement have been suspended by either Client or Consultant in the aggregate for more than 30 days.

In the event of termination, Consultant shall perform such additional Services as is reasonably necessary for the orderly closing of the Services. Consultant shall be compensated for all Services properly performed prior to the effective date of termination, plus reasonable compensation for work required for the orderly closing of the Services. Consultant's and Client's obligations in Articles V, XIII, and XVI shall survive the expiration or termination of the Agreement.

Nicklaus Engineering, Inc.
Attachment 1 - FEE SCHEDULE
A&E Services for Imperial Kitchen Incubator
May 4, 2026

A/E SERVICES FEE SUMMARIZATION

Estimated Man-Hours

	DESCRIPTION OF WORK	Senior Architect	Project Architect	Senior Architectural Designer	Architectural Designer	Architectural Technician	Admin	Expendables/ Subs	TOTAL
I	Architectural Services								
	Contracts/Data Gathering	2	2			2			\$ 870.00
	Building Inspection & Assessment		6			6		\$ 100.00	\$ 1,420.00
	Concept Design		6			20			\$ 2,524.00
	30% Schematic Design	1	8			38			\$ 4,555.00
	60% Design Development	2	16			62			\$ 7,906.00
	100% Construction Documents	2	28			78		\$ 200.00	\$ 11,090.00
	Technical Specs		32						\$ 4,288.00
	Revisions	1	6			12		\$ 200.00	\$ 2,251.00
	Cost Estimates		22						\$ 2,948.00
	Estimated Hours	8	126	0	0	218	0		
	Rate	\$ 215.00	\$ 134.00	\$ 122.00	\$ 115.00	\$ 86.00	\$ 60.00		
	Amount	\$ 1,720.00	\$ 16,884.00	\$ -	\$ -	\$ 18,748.00	\$ -	\$ 500.00	\$ 37,852.00
Subtotal Cost (A/E Basic)									\$ 37,852.00
	DESCRIPTION OF WORK	Principal Engineer	Senior Engineer	Engineering Associate	Engineering Designer	Senior Engineering Technician	Engineering Technician	Expenses/ Subs	TOTAL
II	Mechanical/Plumbing Services								
	Site Visit & Building Assessment		8						\$ 1,720.00
	Mechanical & Plumbing Design		2	67					\$ 8,604.00
	Estimated Hours	0	10	67	0	0	0	0	
	Rate	\$ 240.00	\$ 215.00	\$ 122.00	\$ 115.00	\$ 112.00	\$ 86.00		
	Amount	\$ -	\$ 2,150.00	\$ 8,174.00	\$ -	\$ -	\$ -	\$ -	\$ 10,324.00
Subtotal Cost (A/E Basic)									\$ 10,324.00
III	Structural Services								
	DESCRIPTION OF WORK	Principal Engineer	Senior Engineer	Engineering Associate	Engineering Designer	Senior Engineering Technician	Engineering Technician	Expenses/ Subs	TOTAL
	Site Visit and Structural Evaluation							\$ 1,400.00	\$ 1,400.00
	60% Design Development							\$ 2,800.00	\$ 2,800.00
	100% Construction Documents							\$ 800.00	\$ 800.00
	Estimated Hours	0	0	0	0	0	0		
	Rate	\$ 240.00	\$ 215.00	\$ 122.00	\$ 115.00	\$ 112.00	\$ 86.00		
	Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00
Subtotal Cost (A/E Basic)									\$ 5,000.00
IV	Civil Services (NOT INCLUDED)								
	DESCRIPTION OF WORK	Principal Engineer	Senior Engineer	Engineering Associate	Engineering Designer	Engineering Technician	Survey Crew and Equipment (2-Man)	Expenses/ Subs	TOTAL
									\$ -
									\$ -
									\$ -
	Estimated Hours	0	0	0	0	0	0		
	Rate	\$ 240.00	\$ 215.00	\$ 122.00	\$ 115.00	\$ 86.00	\$ 220.00		
	Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Cost (A/E Basic)									\$ -

	DESCRIPTION OF WORK	Senior Architect	Project Architect	Senior Architectural Designer	Architectural Designer	Architectural Technician	Admin	Expendables/ Subs	TOTAL
V	Sub-consultants								
	DESCRIPTION OF WORK	Principal Engineer	Senior Engineer	Engineering Associate	Engineering Designer	Senior Engineering Technician	Engineering Technician	Expendables/ Subs	TOTAL
	Sub-consultant - Kitchen (15% Mark-Up)							\$ 8,625.00	\$ 8,625.00
	Sub-consultant - Electrical (15% Mark-Up)							\$ 6,095.00	\$ 6,095.00
	Estimated Hours	0	0	0	0	0	0		
	Rate	\$ 240.00	\$ 215.00	\$ 122.00	\$ 115.00	\$ 112.00	\$ 86.00		
	Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,720.00	\$ 14,720.00
Subtotal Cost (A/E Basic)									\$ 14,720.00
A/E DESIGN SERVICES FEE SUMMARIZATION									
I	Architectural Services								\$ 37,852.00
II	Mechanical/Plumbing Services								\$ 10,324.00
III	Structural Services								\$ 5,000.00
IV	Civil Services (NOT INCLUDED)								\$ -
V	Sub-consultants								\$ 14,720.00
	Total:								\$ 67,896.00