



AGENDA
NOTICE AND CALL OF SPECIAL MEETING
OF THE LAKEPORT CITY COUNCIL
Monday, January 29, 2024 6:00 p.m.
City Council Chambers, 225 Park Street, Lakeport, California 95453
See Teleconferencing Instructions Below

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The City wants you to know that you can also submit your comments by email to virtualhost@cityoflakeport.com.

To give the City Clerk adequate time to print out your comments for consideration at the meeting, please submit your written comments prior to **3:30 p.m. on** Monday, January 29, 2024

Please indicate in the email Subject Line "FOR PUBLIC COMMENT" and list the item number you wish to comment on.

Comments that you want read to the Council will be subject to the three minute time limitation (approximately 350 words).

Written comments that are only to be provided to Council and not read at the meeting will be distributed to the Council prior to the meeting.



AGENDA

NOTICE AND CALL OF SPECIAL MEETING OF THE LAKEPORT CITY COUNCIL

Monday, January 29, 2024

6:00 p.m.

City Council Chambers, 225 Park Street, Lakeport, California 95453

TO THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF LAKEPORT:

NOTICE IS HEREBY GIVEN that a Special Meeting of the Lakeport City Council is hereby called to be held on **Monday, January 29, 2024 at 6:00 p.m.** for the purpose of discussing and acting on the following:

1. **HSIP Sign Repair and Replacement Project:** Approve supplemental agreement #1 and contract change order #3 with Square Signs LLC dba Front Signs for the HSIP Sign Repair and Replacement Project and authorize the City Manager to execute the supplemental agreement and change order for the amount of \$46,514.00.
2. **Contract Award: Green/Sayre/Loch Rehabilitation Project:** Approve the plans, specifications and working details and award a construction contract to Wylatti Resource Management, Inc. for the GSL Pavement Rehabilitation Project and authorize the City Manager to execute the construction contract for the bid amount of \$444,113.35.

Adjournment:

Dated: 01/26/2024

Hilary Britton, Deputy City Clerk



CITY OF LAKEPORT

City Council ☒

City of Lakeport Municipal Sewer District ☐

Lakeport Industrial Development Authority ☐

Municipal Financing Agency of Lakeport ☐

STAFF REPORT

RE: HSIP Sign Repair and Replacement Project

MEETING DATE: 01/29/2024

SUBMITTED BY: Ron Ladd, Public Works Director

PURPOSE OF REPORT: ☐ Information only ☐ Discussion ☒ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to approve supplemental agreement #1 and contract change order #3 with Square Signs LLC dba Front Signs for the HSIP Sign Repair and Replacement Project and authorize the City Manager to execute the supplemental agreement and change order, for the amount of \$46,514.00.

BACKGROUND/DISCUSSION:

City Council awarded a construction contract to Square Signs LLC dba Front Signs on May 16, 2023, in the amount of \$85,336.56. This project consists of the replacement of 574 signs throughout the City Limits that were included in the replacement recommendations from the County Wide Sign Inventory Plan completed in 2019. Signs include street name signs, guide signs, object markers, stop signs, regulatory and warning signs.

After installation began in October of 2023, it was realized that all the street identification signs should be replaced. Staff began the process of approval through Caltrans to add the balance of street signs not included in the original project. Since the evaluation in 2019, the street sign standard has increased the sign height to 8" from 6" for visibility. The standard also changed the sign color scheme. This contract change order request includes the balance of street signs (172), bringing ALL the street signs within the city limits into compliance with current size and reflectivity standards, and provides uniformity in street identification signage.

New street sign hardware is also included in this change order request. It was the intention to re-use existing hardware but through the installation process, re-use was determined to not be feasible due to weathering, corrosion, and compatibility with the larger sign size.

There have been two contract change orders issued within the authority of the City Manager, for sign size changes. This third change order request changes the original contract price by more than 25%, therefore Council approval of a supplemental agreement is required.

The revised completion date of this project is late March 2024.

On December 30, 2021, staff filed a Notice of Exemption to the State Clearinghouse and County Clerk as required by the California Environmental Quality Act (CEQA). The project was determined to be categorically

exempt under Section 15301(C) of the CEQA Guidelines as the project consists of the replacement of existing signs involving no expansion of its existing use.

OPTIONS:

1. Approve supplemental agreement #1 and contract change order #3 to the construction contract with Square Signs LLC dba Front Signs for the HSIP Sign Repair and Replacement Project and authorize the City Manager to execute the supplemental agreement and contract change order.
2. Provide other direction.

FISCAL IMPACT:

☐ None ☒ \$46,514.00 Budgeted Item? ☒ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☒ No If yes, amount of appropriation increase: \$

Affected fund(s): ☐ General Fund ☐ Water OM Fund ☐ Sewer OM Fund ☐ Other:

Comments: This change in scope was approved by Caltrans on January 3, 2024. The project is fully funded by state grant monies through the Local Highway Safety Improvement Program.

COUNCIL PRIORITIES:



☐ Priority #1: Public Safety & Crisis Response



☐ Priority #2: Disaster Resiliency



☐ Priority #3: Good Governance & Fiscal Stability



☒ Priority #4: Capital Infrastructure Improvement



☐ Priority #5: Safe, Sustainable & Attractive Neighborhoods



☐ Priority #6: Economic Development

SUGGESTED MOTIONS:

Move to approve supplemental agreement #1 and contract change order #3 with Square Signs LLC dba Front Signs for the HSIP Sign Repair and Replacement Project and authorize the City Manager to execute the supplemental agreement and change order for the amount of \$46,514.00.

- ☒ **Attachments:**
1. Supplemental Agreement #1
 2. Contract Change Order #3

**SUPPLEMENTAL AGREEMENT No. 1
TO ARTICLES OF AGREEMENT**

**HSIP SIGN REPAIR AND REPLACEMENT PROJECT
BID NO. 22-01
IN THE CITY OF LAKEPORT, CALIFORNIA**

THIS SUPPLEMENTAL AGREEMENT ("AGREEMENT") is made and entered into for the above-stated project this 29th day of January, 2024, BY AND BETWEEN the City of Lakeport, a municipal corporation, hereafter designated as "AGENCY", and Square Signs LLC DBA Front Signs, a California limited liability company hereafter designated as "CONTRACTOR."

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

1. By agreement dated May 16, 2023, AGENCY and CONTRACTOR entered into the Articles of Agreement for the HSIP Sign Repair and Replacement Project, Bid No. 22-01, in the amount of \$85,336.56, for the repair and replacement of certain street signs in the City of Lakeport (the "Project").
2. On June 19, 2023, AGENCY and CONTRACTOR fully executed Change Order No. 1, in the amount of \$14,599.20, for an increase to the size of certain street signs for the Project.
3. On October 23, 2023, AGENCY and CONTRACTOR fully executed Change Order No. 2, in the amount of \$721.83, for an increase of three (3) more signs and to add one (1) new sign pole for the Project.
4. On January 10, 2024, at the request of the AGENCY, CONTRACTOR submitted a proposal for: (a) 172 additional street signs to replace existing undersized signs with updated reflective standard and uniformity in street identification; (b) furnishing and installing 218 Sign Hardware Caps and 218 Sign Hardware Crosses; and (c) an amendment the project schedule to include an additional 30 working days, all for the increased price of \$46,514.00 – refer to the attached Exhibit A.
5. The AGENCY desires to add the additional street signs and hardware to the work, as described on Exhibit A (the "Proposed Additional Work"), which document is incorporated herein by reference.

6. The value of the Proposed Additional Work (labor, equipment, and materials) is more than 25 percent of the original contract amount; and, the Contract Documents require a supplemental agreement between the AGENCY and CONTRACTOR to increase the project value more than 25 percent of the original contract amount.

7. With the exception of specifically modified herein, all other terms and conditions of the Articles of Agreement dated May 16, 2023 for the HSIP Sign Repair and Replacement Project, Bid No. 22-01 and Change Orders Nos. 1 and 2 shall remain in full force and effect.

8. The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals on the date first written above.

CONTRACTOR:

Square Signs LLC DBA Front Signs

Gevorg Hambardzumyan CEO
Contractor's License No. 1053708

AGENCY:

City Manager
City of Lakeport

ATTESTED:

City Clerk of the
City of Lakeport

APPROVED AS TO FORM:

City Attorney of the

City of Lakeport

(attach Draft CO#3 as Exhibit A)

CONTRACT CHANGE ORDER

Change Order No. 3

Project: Lakeport HSIP Sign Repair & Replacement Project Bid No 22-01
Contractor: Square Signs LLC, dba Front Signs.
Change Requested By: Square Signs LLC, dba Front Signs

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Item 1- Additional Street Signs

Only a portion of the street signs were included in the project designed from the data analysis done in 2019, leaving many street signs undersized per current CA MUTCD standards. The addition of 172 signs will bring all street signs within the city limits of Lakeport within current sign size and reflectivity standards and provide for uniformity in street identification signage. Item will be paid per each sign installed. Unit price is calculated from original bid item with the addition in CCO1 for a size increase.

CCO 3-12 Additional Street Signs: 172 signs @ \$221 each = \$38,012.00

Item 2-Sign Hardware

During initial installation, re-using existing sign hardware was not feasible due to weathering, corrosion, and new sign compatibility. This change order includes furnishing and installing new sign hardware.

CCO 3-13 Sign Hardware-Caps: 218 each @ \$19.50 each = \$4,251.00

CCO 3-14 Sign Hardware-Crosses: 218 each @ \$19.50 each = \$4,251.00

Attached is a list of additional street signs.

Total Cost of Change Order No. 3= \$46,514.00

Schedule Changes

Section 700-2, PROJECT SCHEDULE, shall be amended as follows: Due to increased manufacture and installation time, including new sign hardware, an additional 30 working days are granted to the contract days.


SUMMARY OF CHANGES

Contract Time (Working Days)	Original Contract Time	45
	Previous Change Orders	0
	This Change Order	30
	Revised Contract Time	75
Contract Cost:	Original Contract	\$85,336.56
	Previous Change Orders	\$15,321.03
	This Change Order	\$46,514.00
	Total Revised Contract Price	\$147,171.59

We, the undersigned Contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as otherwise be noted herein, and perform all services necessary for the work above specified, and will accept as full payment therefore the _____ prices _____ shown _____ herein.

Note: This Change Order is not effective until approved by the City Manager or City Council as applicable.

Accepted by Contractor:

Square Signs LLC, dba Front Signs. By: GEVORG HAMBARDZUMYAN 

Date: 01/10/2024 Title: CEO

If the Contractor does not sign acceptance of this Change Order, his attention is directed to the requirements of the specifications as to proceeding with ordered work and filing a written protest within the tie therein specified.

Recommended By: _____ **Date:** _____, 2024
Public Works Director

Approved By: _____ **Date:** _____, 2024
City of Lakeport City Manager

ID	Street	MUTCD Code	Width.amt	Width.unit	Height.amt	Height.unit	Sign Details
39800	Anastasia Dr	G7-1 (CA)		36 in		8 in	Hartley St
39801	Anastasia Dr	G7-1 (CA)		36 in		8 in	Anastasia Dr
53341	Armstrong St	G7-1 (CA)		36 in		8 in	Armstrong St
53367	Armstrong St	G7-1 (CA)		36 in		8 in	Ruby Dr
53342	Armstrong St	G7-1 (CA)		36 in		8 in	Orchard St
39462	Beach St	G7-1 (CA)		36 in		8 in	Beach St
39461	Beach St	G7-1 (CA)		36 in		8 in	Central Park Ave
39459	Beach St	G7-1 (CA)		36 in		8 in	Beach St
53372	Berry St	G7-1 (CA)		36 in		8 in	Spurr St
53373	Berry St	G7-1 (CA)		36 in		8 in	Berry St
53394	Bevins St	G7-1 (CA)		36 in		8 in	Bevins St
39874	Bevins St	G7-1 (CA)		36 in		8 in	Bevins St
39873	Bevins St	G7-1 (CA)		36 in		8 in	Martin St
39991	Bevins St	G7-1 (CA)		36 in		8 in	Bevins Ct
53395	Bevins St	G7-1 (CA)		36 in		8 in	Lakeport Blvd
39992	Bevins St	G7-1 (CA)		36 in		8 in	Bevins St
53487	Broten Ct	G7-1 (CA)		36 in		8 in	Broten Ct
39963	Campbell Ln	G7-1 (CA)		36 in		8 in	Campbell Lane
39482	Central Park Ave	G7-1 (CA)		36 in		8 in	Shady Oak St
29448	Clearlake Ave	G7-1 (CA)		36 in		8 in	Clearlake Ave
29449	Clearlake Ave	G7-1 (CA)		36 in		8 in	N Main St
39284	Compton St	G7-1 (CA)		36 in		8 in	N Russell St
39285	Compton St	G7-1 (CA)		36 in		8 in	Compton St
39432	Crawford St	G7-1 (CA)		36 in		8 in	Crawford St
39420	Crawford St	G7-1 (CA)		36 in		8 in	Crawford St
39904	E St	G7-1 (CA)		36 in		8 in	E St
39467	Eleventh St	G7-1 (CA)		36 in		8 in	Eleventh St
39468	Eleventh St	G7-1 (CA)		36 in		8 in	Central Park Ave
53164	Eleventh St	G7-1 (CA)		36 in		8 in	Eleventh St
29104	Eleventh St	G7-1 (CA)		36 in		8 in	N Forbes St
39841	Esplanade St	G7-1 (CA)		36 in		8 in	Esplanade
39842	Esplanade St	G7-1 (CA)		36 in		8 in	Lily Cove Ave
39845	Esplanade St	G7-1 (CA)		36 in		8 in	Helena Ave.
39829	Esplanade St	G7-1 (CA)		36 in		8 in	Main St
60087	Fairview St	G7-1 (CA)		36 in		8 in	Hillcrest Dr
60088	Fairview St	G7-1 (CA)		36 in		8 in	Fairview Way
39729	Fifteenth St	G7-1 (CA)		36 in		8 in	Fifteenth St
39590	Fifteenth St	G7-1 (CA)		36 in		8 in	Hartley St
39591	Fifteenth St	G7-1 (CA)		36 in		8 in	Fifteenth St
39728	Fifteenth St	G7-1 (CA)		36 in		8 in	N High St
39546	Fifteenth St	G7-1 (CA)		36 in		8 in	Mellor Dr
39547	Fifteenth St	G7-1 (CA)		36 in		8 in	Fourteenth St
39290	Fifth St	G7-1 (CA)		36 in		8 in	Spurr St
39291	Fifth St	G7-1 (CA)		36 in		8 in	Fifth St
39132	Fifth St	G7-1 (CA)		36 in		8 in	N Forbes St
39133	Fifth St	G7-1 (CA)		36 in		8 in	Fifth St
39436	Fifth St	G7-1 (CA)		36 in		8 in	Fifth St
39541	Fourteenth St	G7-1 (CA)		36 in		8 in	Mellor Dr
29180	Fourteenth St	G7-1 (CA)		36 in		8 in	N High St
39777	Giselman St	G7-1 (CA)		36 in		8 in	Hillcrest Dr
39778	Giselman St	G7-1 (CA)		36 in		8 in	Gisleman St
29194	Green St	G7-1 (CA)		36 in		8 in	Green St
39600	Hartley St	G7-1 (CA)		36 in		8 in	Hartley St
60040	Hartley St	G7-1 (CA)		36 in		8 in	Twentieth St
60039	Hartley St	G7-1 (CA)		36 in		8 in	Hartley St
29237	Hillcrest Dr	G7-1 (CA)		36 in		8 in	Terrace Dr
60049	Hillcrest Dr	G7-1 (CA)		36 in		8 in	Hartley St
29236	Hillcrest Dr	G7-1 (CA)		36 in		8 in	Hillcrest Dr
60050	Hillcrest Dr	G7-1 (CA)		36 in		8 in	Hillcrest Dr
39793	Jerry Dr	G7-1 (CA)		36 in		8 in	Jerry Dr
39792	Jerry Dr	G7-1 (CA)		36 in		8 in	Hartley St
39851	Konocti Ave	G7-1 (CA)		36 in		8 in	Konocti Ave
53408	Konocti Ave	G7-1 (CA)		36 in		8 in	Konocti Ave
53398	Konocti Ave	G7-1 (CA)		36 in		8 in	S Forbes St
39850	Konocti Ave	G7-1 (CA)		36 in		8 in	Esplanade
39927	Lakeport Blvd	G7-1 (CA)		36 in		8 in	Lakeport Blvd
53417	Lakeport Blvd	G7-1 (CA)		36 in		8 in	Lakeport Blvd
53418	Lakeport Blvd	G7-1 (CA)		36 in		8 in	Larrecou Ln
39744	Lakeshore Blvd	G7-1 (CA)		36 in		8 in	Lakeshore Blvd
39751	Lakeshore Blvd	G7-1 (CA)		36 in		8 in	Lakeshore Blvd
39752	Lakeshore Blvd	G7-1 (CA)		36 in		8 in	Jones St
39756	Lakeshore Blvd	G7-1 (CA)		36 in		8 in	Lange St
39755	Lakeshore Blvd	G7-1 (CA)		36 in		8 in	Lakeshore Blvd
39745	Lakeshore Blvd	G7-1 (CA)		36 in		8 in	Sayre St
29230	Loch Dr	G7-1 (CA)		36 in		8 in	Loch Dr

29231	Loch Dr	G7-1 (CA)	36 in	8 in	Hillcrest Dr
39847	Lupoyoma Ave	G7-1 (CA)	36 in	8 in	Esplanade
39909	Lupoyoma Cir	G7-1 (CA)	36 in	8 in	Lupoyoma Cir
39910	Lupoyoma Cir	G7-1 (CA)	36 in	8 in	Lupoyoma Hts
39908	Lupoyoma Hts	G7-1 (CA)	36 in	8 in	Lupoyoma Hts
39907	Lupoyoma Hts	G7-1 (CA)	36 in	8 in	Main St
29142	Mariah Way	G7-1 (CA)	30 in	8 in	Mariah Way
29143	Mariah Way	G7-1 (CA)	36 in	8 in	Via Del Cabana
39688	Mellor Dr	G7-1 (CA)	36 in	8 in	Mellor Dr
39689	Mellor Dr	G7-1 (CA)	36 in	8 in	Nineteenth St
39063	N Brush St	G7-1 (CA)	36 in	8 in	Second St
39303	N Brush St	G7-1 (CA)	36 in	8 in	N Brush St
39064	N Brush St	G7-1 (CA)	36 in	8 in	N Brush St
39499	N Brush St	G7-1 (CA)	36 in	8 in	Sixth St
39400	N Estep St	G7-1 (CA)	36 in	8 in	Second St
39437	N Estep St	G7-1 (CA)	36 in	8 in	N Estep St
39399	N Estep St	G7-1 (CA)	36 in	8 in	Estep St
29070	N Forbes St	G7-1 (CA)	36 in	8 in	Seventh St
29174	N Forbes St	G7-1 (CA)	36 in	8 in	Fifteenth St
29071	N Forbes St	G7-1 (CA)	36 in	8 in	N Forbes St
53279	N High St	G7-1 (CA)	36 in	8 in	N High St
29092	N High St	G7-1 (CA)	36 in	8 in	N High St
39075	N High St	G7-1 (CA)	36 in	8 in	N High St
53191	N High St	G7-1 (CA)	36 in	8 in	N High St
39079	N High St	G7-1 (CA)	36 in	8 in	Sixth St
53278	N High St	G7-1 (CA)	36 in	8 in	Fifth St
53269	N High St	G7-1 (CA)	36 in	8 in	First St
39373	N Lakeview St	G7-1 (CA)	36 in	8 in	N Lakeview St
39372	N Lakeview St	G7-1 (CA)	36 in	8 in	Second St
53163	N Main St	G7-1 (CA)	36 in	8 in	N Main St
29139	N Main St	G7-1 (CA)	36 in	8 in	N Main St
29140	N Main St	G7-1 (CA)	36 in	8 in	Mariah Way
39387	N Starr St	G7-1 (CA)	36 in	8 in	Second St
39388	N Starr St	G7-1 (CA)	36 in	8 in	N Starr St
39633	N Tunis St	G7-1 (CA)	36 in	8 in	Tunis St
39404	N Tunis St	G7-1 (CA)	36 in	8 in	N Tunis St
39632	N Tunis St	G7-1 (CA)	36 in	8 in	Eleventh St
53247	Ninth St	G7-1 (CA)	36 in	8 in	Ninth St
39623	North St	G7-1 (CA)	36 in	8 in	Eleventh St
53222	North St	G7-1 (CA)	36 in	8 in	Tenth St
39627	North St	G7-1 (CA)	36 in	8 in	North St
39624	North St	G7-1 (CA)	36 in	8 in	North St
53221	North St	G7-1 (CA)	36 in	8 in	Tenth St
39579	Orchid Way	G7-1 (CA)	36 in	8 in	Fourteenth St
39580	Orchid Way	G7-1 (CA)	36 in	8 in	Orchid Way
39553	Page Dr	G7-1 (CA)	24 in	8 in	Alden Ave
39563	Page Dr	G7-1 (CA)	36 in	8 in	Kelly Rose Ct
39562	Page Dr	G7-1 (CA)	36 in	8 in	Page Dr
39554	Page Dr	G7-1 (CA)	24 in	8 in	Page Dr
29122	Rose Ave	G7-1 (CA)	36 in	8 in	N Main St
29123	Rose Ave	G7-1 (CA)	36 in	8 in	Rose Ave
39953	Royale Ave	G7-1 (CA)	36 in	8 in	Pike Dr
39952	Royale Ave	G7-1 (CA)	36 in	8 in	Royale Ave
39351	S Estep St	G7-1 (CA)	36 in	8 in	Armstrong St
39352	S Estep St	G7-1 (CA)	36 in	8 in	S Estep St
39323	S Estep St	G7-1 (CA)	36 in	8 in	Martin St
39324	S Estep St	G7-1 (CA)	36 in	8 in	S Estep St
39888	S Forbes St	G7-1 (CA)	36 in	8 in	Martin St
53430	S Forbes St	G7-1 (CA)	36 in	8 in	S Forbes St
53312	S Forbes St	G7-1 (CA)	36 in	8 in	Martin St
39979	S Forbes St	G7-1 (CA)	36 in	8 in	S Forbes St
53313	S Forbes St	G7-1 (CA)	36 in	8 in	S Forbes St
53399	S Forbes St	G7-1 (CA)	36 in	8 in	Konocti Ave
53429	S Forbes St	G7-1 (CA)	36 in	8 in	Lakeport Blvd
39347	S Lakeview St	G7-1 (CA)	36 in	8 in	Armstrong St
39348	S Lakeview St	G7-1 (CA)	36 in	8 in	S Lakeview St
39956	S Main St	G7-1 (CA)	36 in	8 in	Grace Ln
39870	S Main St	G7-1 (CA)	36 in	8 in	S Main St.
39839	S Main St	G7-1 (CA)	36 in	8 in	Lily Cove Ave
39957	S Main St	G7-1 (CA)	36 in	8 in	S Main St
39836	S Main St	G7-1 (CA)	36 in	8 in	Oak Knoll Ave
39329	S Polk St	G7-1 (CA)	36 in	8 in	S Polk St
39345	S Polk St	G7-1 (CA)	36 in	8 in	S Polk St
39328	S Polk St	G7-1 (CA)	36 in	8 in	Martin St
53374	S Russell St	G7-1 (CA)	36 in	8 in	N Russell St
53384	S Russell St	G7-1 (CA)	36 in	8 in	S Russell St

53378 S Russell St	G7-1 (CA)	36 in	8 in	S Russell St
39338 S Starr St	G7-1 (CA)	36 in	8 in	S Starr St
39392 S Starr St	G7-1 (CA)	36 in	8 in	S Starr St
29216 Sayre St	G7-1 (CA)	36 in	8 in	Sayre St
39158 Seventh St	G7-1 (CA)	36 in	8 in	N High St
39481 Shady Oak St	G7-1 (CA)	36 in	8 in	Central Park Ave
39588 Sixteenth St	G7-1 (CA)	36 in	8 in	Sixteenth St
39587 Sixteenth St	G7-1 (CA)	36 in	8 in	Hartley St
39723 Sixteenth St	G7-1 (CA)	36 in	8 in	N High St
39080 Sixth St	G7-1 (CA)	36 in	8 in	N High St
39492 Sixth St	G7-1 (CA)	36 in	8 in	Sixth St
39493 Sixth St	G7-1 (CA)	36 in	8 in	Cherry St
39500 Sixth St	G7-1 (CA)	36 in	8 in	N Brush St
53182 Tenth St	G7-1 (CA)	36 in	8 in	N Forbes St
29252 Terrace St	G7-1 (CA)	36 in	8 in	Terrace St
29251 Terrace St	G7-1 (CA)	36 in	8 in	Forest Dr
39114 Third St	G7-1 (CA)	36 in	8 in	Third St
39113 Third St	G7-1 (CA)	36 in	8 in	N Forbes St
39733 Thirteenth St	G7-1 (CA)	36 in	8 in	N High St
39734 Thirteenth St	G7-1 (CA)	36 in	8 in	Thirteenth St
29146 Via Del Lago St	G7-1 (CA)	36 in	8 in	Via Del Lago



CHANGE ORDER REQUEST FORM

Phone: (818) 290-3269

Address: 3520 Valhalla Dr, Burbank, 91505,
CA, USWebsite: www.frontsigns.com

CHANGE ORDER REQUEST # 3

PROJECT NAME:	LAKEPORT HSIP SIGN REPAIR & REPLACEMENT PROJECT BID NO 22-01	
CONTRACTOR	SQUARE SIGNS LLC DBA FRONT SIGNS	
CHANGE REQUESTED BY	CITY OF LAKEPORT	
PROJECT CHANGE REQUEST DESCRIPTION		
DESCRIPTION:	CITY OF LAKEPORT REQUESTED TO: 1. ADD ADDITIONAL 172 STREET SIGNS (36”X8”). CONTRACTUAL PRICE PER SIGN IS \$221, RESULTING IN \$ 38,012.00 ADDITIONAL CHARGE 2. ADD IN TOTAL OF 436 HARDWARE PIECES (218 CROSS AND 218 CAP PIECES), RESULTING IN 8,502.00 ADDITIONAL CHARGE	
CONTRACT TIME	30 working days	
SUMMARY OF CHANGES	Original Contract \$85,336.56 Previous Change Order 1 \$14,599.20 Previous Change Order 2 \$721.83 Current Change Order 3 \$46,514.00 Total Revised Contract Price \$147,171.59	
CHANGE ORDER AMOUNT:	\$46,514.00	

Contractor: Square Signs LLC dba Front Signs

Name and Title: Gevorg Hambardzumyan, CEO

Date: 01/05/2023



CITY OF LAKEPORT

City Council ☒

City of Lakeport Municipal Sewer District ☐

Lakeport Industrial Development Authority ☐

Municipal Financing Agency of Lakeport ☐

STAFF REPORT

RE: GSL Pavement Rehabilitation Project Award

MEETING DATE: 01/29/2024

SUBMITTED BY: Ron Ladd, Public Works Director

PURPOSE OF REPORT: ☐ Information only ☐ Discussion ☒ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to approve the plans, specifications and working details for the GSL Pavement Rehabilitation Project, award a public works construction contract to the lowest responsible bidder on the project, Wylatti Resource Management, Inc. (WRM) and authorize the City Manager to enter into a construction agreement with Wylatti Resource Management, Inc. for the amount of \$444,113.35.

BACKGROUND:

The project consists of rehabilitating the existing pavement on Green Street and Loch Drive and portions of Sayre Street and Hillcrest Drive. The work consists of removing and replacing various damaged sidewalk sections, installing ADA complaint curb ramps, cold planing, and full-depth reclamation-cement treatment on a section of Green St., and new pavement.

The bids were publicly opened on Tuesday, January 16, 2024, with six bids received. Upon reviewing the bid documents, the apparent low bidder, Argonaut Constructors Inc. made an error in the calculations of the total cost of all bid items. Due to the mathematical error, Wylatti Resource Management, Inc. was determined to be the lowest responsible bidder at \$444,113.35. Argonaut Constructors did not protest this determination. The engineer's estimate for this project was \$442,271. Construction is estimated to start April 15, 2024, weather permitting.

On January 23, 2024, the City received a bid "advisory" from the Foundation for Fair Contracting (FFC). The FFC letter addressed concerns of patterns of labor code and prevailing wage violations resulting in penalties, inaccurate statements provided in WRM's bid regarding disclosure of labor code violations, historical non-compliance with apprenticeship requirements, OSHA violations resulting in fines, and California Air Resources Board violations resulting in fines.

On January 23, 2024, the City received a bid advisory from Norcal Construction Industry Compliance (NCIC). The letter addressed both State Water Board and OSHA violations resulting in civil liabilities against WRM.

On January 25, 2024, the City received a bid advisory from the Construction Industry Force Account Council (CIFAC). This organization reiterated the same points of concern over the false information in WRM's bid pertaining to labor code and other agency violations, demonstrating that WRM is irresponsible based on the definition in the Public Contract Code.

DISCUSSION:

Although bid advisories are not formal bid protests, WRM was provided all three (3) letters and given the opportunity to respond. WRM provided response letters to the FFC and NCIC bid advisories on January 25, 2024. The letters addressed each point of concern from FFC and NCIC, and provided further explanation. WRM states they “inadvertently marked ‘No’ to two questions on the Bidder Information form” in their response to the FFC advisory. WRM provided a revised Bidder Information Questionnaire with the violations of labor codes listed, as well as ongoing investigations. WRM had not responded to CIFAC’s bid advisory by the deadline to publicly post this meeting’s agenda.

In recommending a contract award, staff must evaluate if the bidder is responsible as defined in Public Contract Code § 1103 as, “a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract.” WRM’s Experience Statement shows prior experience on pavement rehabilitation projects that are similar in scope and value of the GSL Pavement Rehabilitation Project. Although the omission of labor code violations could be an indication of untrustworthiness, the City does not have evidence that the contrary information provided on the Bidder’s Information Questionnaire was intentionally incorrect. In addition, the City specifically reserved the right to waive technical errors or discrepancies in a submitted bid that do not affect the amount of the bid and do not provide an advantage or benefit not allowed to other bidders. (Instructions to Bidders, Section B1.19, Notice to Bidders and Special Provisions for GSL Pavement Rehabilitation Bid No. 23-02 in Lakeport, California, Nov. 2023, p. 38.) Since neither an affirmative nor negative answer to Question A or B would disqualify a bidder, affect the bid amount, or give a benefit or advantage not allowed to other bidders, City staff considers the omission of violations a waivable, immaterial variance. (*Bay Cities Paving & Grading, Inc. v. City of San Leandro* (2014) 223 Cal.App.4th 1181, 1188 [city may waive non-material bid irregularities].)

The project has \$133,000 of funding through the COVID Relief Program. Due to the funding deadline constraints, contract award is required before February 17, 2024. Staff recommends awarding the contract to Wylatti Resource Management, Inc. as rejecting all bids and readvertising would extend the timeline of award past the deadline, resulting in forfeiture of the funding.

The City Council has the discretionary authority to approve the Project’s plans and designs in advance of construction. The Project’s plan and designs were prepared by Paul Curren, the City Engineer, and submitted on November 27, 2023. The Project’s plan and designs were reviewed by the City’s Engineering Division and approved by Kevin Ingram, City Manager, and Ron Ladd, Public Works Director, on November 27, 2023. City staff recommends the City Council approve the Project’s plans and designs, as staff considers them to be reasonable based on the detail of the plans prepared by Paul Curren and the approval granted by Kevin Ingram and Ron Ladd.

ENVIRONMENTAL COMPLIANCE:

Staff filed a Notice of Exemption under the requirements of the California Environmental Quality Act (CEQA) on May 31, 2023. This project meets the criteria established in Section 15301 of the CEQA Guidelines as it consists of repair/maintenance of existing facilities with no expansion; therefore the project was determined to be eligible for a Categorical Exemption.

OPTIONS:

1. Award a construction contract to Wylatti Resource Management, Inc. for the GSL Pavement Rehabilitation Project and authorize the City Manager to execute the construction contract for the bid amount.
2. Reject all bids and direct Staff to readvertise the project.
3. Provide Wylatti notice and hearing to adjudicate whether WRM is not a responsible bidder.
4. Take no action or provide alternative direction to staff.

FISCAL IMPACT:

☐ None ☒ \$ \$444,113.35 Budgeted Item? ☒ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☐ No If yes, amount of appropriation increase: \$

Affected fund(s): ☐ General Fund ☐ Water OM Fund ☐ Sewer OM Fund ☐ Other: CDBG Grant and PI

Comments:

This project has \$133,000 of funding through the State's COVID Relief Program.

COUNCIL PRIORITIES:



☐ Priority #1: Public Safety & Crisis Response



☐ Priority #2: Disaster Resiliency



☐ Priority #3: Good Governance & Fiscal Stability



☒ Priority #4: Capital Infrastructure Improvement



☐ Priority #5: Safe, Sustainable & Attractive Neighborhoods



☐ Priority #6: Economic Development

SUGGESTED MOTIONS:

Move to approve the plans, specifications and working details and award a construction contract to Wylatti Resource Management, Inc. for the GSL Pavement Rehabilitation Project and authorize the City Manager to execute the construction contract for the bid amount of \$444,113.35.

☒ **Attachments:**

1. Bid Tabulation
2. FCC Bid Advisory-January 23, 2024
3. WRM's Response to FCC Bid Advisory-January 25, 2024
4. NCIC Bid Advisory-January 23, 2024
5. WRM's Response to NCIC Bid Advisory-January 25, 2024
6. CIFAC Bid Advisory-January 25, 2024
7. Project Plans
8. Project Specifications

GSL Pavement Rehabilitation
BID NO. 23-02
BID TABULATION

=calculation error, value differs from announced bid total

Addendum 1 Bid Schedule

				Engineer's Estimate		Argonaut Constructors, Inc.		Wylatti Resource Mangt		Nelson Construction		Consolidated Engineering, Inc.		Northwest Construction, Inc		Rege Construction, Inc.	
Item	Description	Unit	Qty	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	LS	1		\$36,281	20,000.00	\$20,000.00	32255.54	\$32,255.54	30000	\$30,000.00	30000	\$30,000.00	25000	\$25,000.00	27169	\$27,169.00
2	Traffic Control	LS	1		\$32,653	21,000.00	\$21,000.00	22629.09	\$22,629.09	18000	\$18,000.00	15900	\$15,900.00	35000	\$35,000.00	11373	\$11,373.00
3	WPCP	LS	1		\$3,500	1,690.00	\$1,690.00	2794.11	\$2,794.11	3500	\$3,500.00	4250	\$4,250.00	2000	\$2,000.00	3835	\$3,835.00
4	4" R&R Sidewalk	SF	1,275	\$40.00	\$51,000.00	24.00	\$30,600.00	27.06	\$34,501.50	18.82	\$23,995.50	60	\$76,500.00	20	\$25,500.00	43	\$54,825.00
5	R&R Curb and Gutter	LF	220	\$75.00	\$16,500.00	77.00	\$16,940.00	76.52	\$16,834.40	60	\$13,200.00	100	\$22,000.00	35	\$7,700.00	114	\$25,080.00
6	Truncated Domes	SF	75	\$35.00	\$2,625.00	42.00	\$3,150.00	34.29	\$2,571.75	40	\$3,000.00	80	\$6,000.00	100	\$7,500.00	64	\$4,800.00
7	Curb Behind Sidewalk	LF	100	\$40.00	\$4,000.00	29.00	\$2,900.00	77	\$7,700.00	30	\$3,000.00	48	\$4,800.00	30	\$3,000.00	55	\$5,500.00
8	Install Root Barrier	LF	70	\$65.00	\$4,550.00	30.00	\$2,100.00	58.95	\$4,126.50	60	\$4,200.00	41	\$2,870.00	100	\$7,000.00	57	\$3,990.00
9	Remove Sidewalk, Backfill w/ Topsoil	SF	80	\$20.00	\$1,600.00	55.00	\$4,400.00	9.63	\$770.40	15	\$1,200.00	6.25	\$500.00	50	\$4,000.00	34	\$2,720.00
10	1/2" HMA- PG 64-16	TN	990	\$175.00	\$173,250.00	188.00	\$186,120.00	193.81	\$191,871.90	210	\$207,900.00	164	\$162,360.00	200	\$198,000.00	201	\$198,990.00
11	Cold Plane 2.5"	SF	36,991	\$0.80	\$29,592.80	0.55	\$20,345.05	0.53	\$19,605.23	0.65	\$24,044.15	0.47	\$17,385.77	1.5	\$55,486.50	1	\$36,991.00
12	Cold Plane 3"	SF	15,152	\$1.00	\$15,152.00	4.50	\$68,184.00	0.64	\$9,697.28	0.65	\$9,848.80	1	\$15,152.00	1.5	\$22,728.00	2	\$30,304.00
13	Cold Plane 3" x 4 feet wide	SF	2,180	\$1.50	\$3,270.00	2.50	\$5,450.00	1.8	\$3,924.00	3.75	\$8,175.00	0.55	\$1,199.00	1.5	\$3,270.00	2	\$4,360.00
14	FDR-C (10")	SF	15,152	\$22.25	\$34,092.00	4.50	\$68,184.00	4.02	\$60,911.04	4.5	\$68,184.00	4.5	\$68,184.00	4.5	\$68,184.00	5	\$75,760.00
15	Misc Paving	SF	56	\$10.00	\$560.00	46.00	\$2,576.00	17.86	\$1,000.16	10	\$560.00	8	\$448.00	50	\$2,800.00	7	\$392.00
16	HMA Dike (Type E)	LF	612	\$15.00	\$9,180.00	22.00	\$13,464.00	16.93	\$10,361.16	24.2	\$14,810.40	19	\$11,628.00	20	\$12,240.00	16	\$9,792.00
17	Lower & Adjust Manholes	EA	3	\$1,100.00	\$3,300.00	3,800.00	\$11,400.00	1900	\$5,700.00	2500	\$7,500.00	1665	\$4,995.00	300	\$900.00	1901	\$5,703.00
18	Lower & Adjust Water Valves	EA	7	\$950.00	\$6,650.00	1,622.00	\$11,354.00	1000	\$7,000.00	1300	\$9,100.00	1665	\$11,655.00	300	\$2,100.00	1467	\$10,269.00
19	Survey Monument Preservation	EA	1	\$4,000.00	\$4,000.00	3,200.00	\$3,200.00	5000	\$5,000.00	1500	\$1,500.00	1665	\$1,665.00	300	\$300.00	1179	\$1,179.00
20	12" White Thermoplastic	LF	83	\$12.00	\$996.00	15.00	\$1,245.00	17.65	\$1,464.95	25	\$2,075.00	6	\$498.00	15	\$1,245.00	53	\$4,399.00
21	Thermoplastic STOP Legend	EA	6	\$1,500.00	\$9,000.00	400.00	\$2,400.00	470.59	\$2,823.54	500	\$3,000.00	316	\$1,896.00	500	\$3,000.00	479	\$2,874.00
22	Blue Reflective Markers	EA	3	\$40.00	\$120.00	30.00	\$90.00	35.3	\$105.90	100	\$300.00	20	\$60.00	50	\$150.00	27	\$81.00
23	Cross Gutter	SF	10	\$40.00	\$400.00	30.00	\$300.00	46.49	\$464.90	150	\$1,500.00	50	\$500.00	50	\$500.00	354	\$3,540.00
							\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
TOTAL					\$442,271.85		\$497,092.05		\$444,113.35		\$458,592.85		\$460,445.77		\$487,603.50		\$523,926.00



VIA EMAIL – ogrupp@cityoflakeport.com

January 24, 2024

Olivia Grupp
City of Lakeport
225 Park Street
Lakeport, CA 95453

RE: BID ADVISORY
Bidder:
Awarding Agency:
Project:
FFC Case No.:

Wylatti Resource Management, Inc.
City of Lakeport
GSL Pavement Rehabilitation
1012RP

Dear Ms. Grupp:

The Foundation for Fair Contracting (FFC) is a nonprofit organization which has been serving the public interest since 1985. The objective of the FFC is to monitor compliance with prevailing wage laws pertaining to the construction industry, including informing and educating industry stakeholders. Unbalanced bids raise questions in regard to performance and compliance with the rules and regulations for the payment of prevailing wages, and the safety and well-being of the workforce. It further opens the question of excessive future change orders, the fairness to and rights of other bidders in the bidding process, and the intent of the bidding process in general.

In deference to all bidders and in order for the public interest to best be served, please enter this formal bid advisory against the above-noted contractor as a matter of public record. We respectfully request that Wylatti Resource Management, Inc. (Wylatti) bid be rejected for the following reasons:

- **ONGOING VIOLATIONS OF PREVAILING WAGE LAWS RESULTING IN WAGE THEFT**

Wylatti has numerous infractions/violations which have resulted in willful circumvention of the Laws and Regulations Governing the Payment of Prevailing Wages, including, but not limited to, violations resulting in wage theft and non-compliance with apprenticeship laws. Wylatti has engaged in this pattern of unlawful activity on various public works prevailing wage projects. Civil Wage and Penalty Assessments have been issued to Wylatti by the State of California, Division of Labor Standards Enforcement (DLSE), Labor Commissioner's office. We have provided supporting documentation for your review.

Furthermore, Wylatti is currently under investigation by our offices and the State of California, Division of Labor Standards Enforcement (DLSE), Labor Commissioner's office in connection with issues provided below. We have provided supporting documentation for your review.

- Misclassifications resulting in underpayments.
- Failure to comply with overtime requirements.
- Failure to comply with apprenticeship requirements.
- Failing to report all workers on certified payrolls.

• **FAILURE TO COMPLY WITH WORKFORCE DEVELOPMENT AND FORMAL APPRENTICESHIP PROGRAMS**

Wylatti has not made a good faith effort to participate and invest in Local Workforce Development, nor have they participated in local hiring of workers in the community through formal and recognized pre-apprenticeship programs and formal apprenticeship programs for specific apprenticeable crafts. They have failed to request, employ, train, and pay the proper prevailing wages to apprentices.

• **AIR QUALITY REGULATION VIOLATIONS RESULTING IN PENTAILES ISSUED BY CALIFORNIA AIR RESOURCES BOARD (CARB)**

Wylatti has failed to abide by and comply with California Code of Regulations and other pertinent legal statutes related to air quality pollution. Penalties have been issued to and paid by Wylatti for these actions. We have provided supporting documentation for your review.

• **MULTIPLE OSHA VIOLATIONS RESULTING IN FINES ISSUED AND UPHELD**

Wylatti has multiple safety infractions that have resulted in investigations and fines issued by OSHA. We have provided supporting documentation for your review.

• **FAILURE TO COMPLY WITH BID SPECIFICATIONS/NON-DISCLOSURE OF STATE/FEDERAL LAW VIOLATIONS**

Wylatti has failed to provide accurate and factual information on the Bidder Information questionnaire, as required by your agency. Information and answers provided by Wylatti have been determined to be false and inaccurate regarding their history of violating State or Federal laws, including State Labor Code. We have provided supporting documentation for your review.

Please contact our office with questions, comments, or clarifications.


Sincerely,



Jesse Jimenez
Executive Director

cc: City of Lakeport – Mayor and Councilmembers
Michael Froio – Email: mfroio@cityoflakeport.com
Kim Costa – Email: kcosta@cityoflakeport.com
Brandon Disney – Email: bdisney@cityoflakeport.com
Stacey Mattina – Email: smattina@cityoflakeport.com
Kenneth "Kenny" Parlet, II – Email: kparlet@cityoflakeport.com

City of Lakeport – Director of Public Works
Ron Ladd – Email: rladd@cityoflakeport.com

Labor Commissioner, State of California Department of Industrial Relations Division of Labor Standards Enforcement Bureau of Field Enforcement- Public Works 2031 Howe Avenue, Suite #100 Sacramento, CA 95825 TEL: (916) 263-3923 EMAIL: TPham@dir.ca.gov	Gavin Newsom, Governor  729 RP
Foundation for Fair Contracting 3807 Pasadena Avenue, Suite 150 Sacramento, CA 95821	
DATE: June 11, 2020	In Reply Refer to Case No: 40-70109-149

CASE ASSIGNMENT LETTER

Project Name 2017 Fire Damage Repairs on Potter Valley Roads	Project No. 3030-F1806504, 180100
Prime Contractor Wylatti Resource Management Inc.	
Subcontractor	

Please be advised that I have been assigned to investigate your complaint against the above named contractor.

Any additional information should be directed to my attention, in writing. Please reference the case number on all correspondence.

You will be kept advised of the progress of this investigation as needed and of the final disposition in this matter.

RECEIVED

JUL 20 2020

Foundation for Fair
Contracting

STATE LABOR COMMISSIONER

By Thuy Pham
 Thuy Pham
 Deputy Labor Commissioner

Labor Commissioner, State of California

Department of Industrial Relations
Division of Labor Standards Enforcement
2031 Howe Avenue, Suite #100
Sacramento, CA 95825
TEL: (916) 263-3923
EMAIL: TPham@dir.ca.gov

Gavin Newsom, Governor



Foundation for Fair Contracting
3807 Pasadena Ave Ste. 150
Sacramento, CA 95821
Attn: Cory Allbritton
40-70109-149

729RP

RECEIVED

DATE:
January 12, 2021

In Reply Refer to Case No:
40-70109-149

JAN 14 2021

NOTICE OF COMPLAINT CLOSEDFoundation for Fair
Contracting

Project Name 2017 Fire Damage Repairs on Potter Valley Roads	Project No. 3030-F1806504, 180100
Prime Contractor Wylatti Resource Management Inc.	
Subcontractor	


The complaint against the above-named contractor(s) is being closed for the following reason(s):

- ☒ Subject firm has satisfactorily paid all prevailing wages and/or penalties found due.
- ☐ The statute of limitations for the Labor Commissioner to prosecute California Public Work Law (Labor Code sections 1720 through 1861) has expired. Information for claimant please note: There are other legal claims which you may still pursue even though the statute of limitations has expired for the Labor Commissioner to enforce the public work provisions of the Labor Code. You may want to review the California Court of Appeals decision in the case of Tippet v Terich (1995), 37 Cal.App.4th 1517, 44Cal.Rptr.2d 862 and/or consult with an attorney to determine if you may pursue any of the legal actions discussed in the Tippet v Terich decision.
- ☐ There is insufficient evidence to confirm California Public Work Law was violated.
- ☐ Subject firm was not within the jurisdiction of California Public Work Law on this project.
- ☒ Other: Contractor paid \$720.00

STATE LABOR COMMISSIONER

By Thuy Pham
Thuy Pham
Deputy Labor Commissioner



Labor Commissioner, State of California Department of Industrial Relations Division of Labor Standards Enforcement Bureau of Field Enforcement- Public Works 2031 Howe Avenue, Suite #100 Sacramento, CA 95825 TEL: (916) 263-3923 EMAIL: TPham@dir.ca.gov	Gavin Newsom, Governor  F30RP
Foundation for Fair Contracting 3807 Pasadena Avenue, Suite 150 Sacramento, CA 95821	
DATE: June 18, 2020	In Reply Refer to Case No: 40-70154-149

CASE ASSIGNMENT LETTER

Project Name EFA - Emergency Force Account	Project No. 01A1993, DIR Project ID: 290315
Prime Contractor Wylatti Resource Management Inc.	
Subcontractor	

Please be advised that I have been assigned to investigate your complaint against the above named contractor.

Any additional information should be directed to my attention, in writing. Please reference the case number on all correspondence.

You will be kept advised of the progress of this investigation as needed and of the final disposition in this matter.

RECEIVED

JUN 24 2020

Foundation for Fair
Contracting

STATE LABOR COMMISSIONER

By Thuy Pham
 Thuy Pham
 Deputy Labor Commissioner



Labor Commissioner, State of California

Department of Industrial Relations
Division of Labor Standards Enforcement
2031 Howe Avenue, Suite #100
Sacramento, CA 95825
TEL: (916) 263-3923
EMAIL: TPham@dir.ca.gov

Gavin Newsom, Governor



Foundation for Fair Contracting
3807 Pasadena Ave Ste. 150
Sacramento, CA 95821
Attn: Cory Allbritton
40-70154-149

730RP

RECEIVED

DATE:
December 9, 2020

In Reply Refer to Case No:
40-70154-149

DEC 14 2020

NOTICE OF COMPLAINT CLOSEDFoundation for Fair
Contracting


Project Name EFA - Emergency Force Account	Project No. 01A1993, DIR Project ID: 290315
Prime Contractor Wylatti Resource Management Inc.	
Subcontractor	

The complaint against the above-named contractor(s) is being closed for the following reason(s):


- ☒ Subject firm has satisfactorily paid all prevailing wages and/or penalties found due.
- ☐ The statute of limitations for the Labor Commissioner to prosecute California Public Work Law (Labor Code sections 1720 through 1861) has expired. Information for claimant please note: There are other legal claims which you may still pursue even though the statute of limitations has expired for the Labor Commissioner to enforce the public work provisions of the Labor Code. You may want to review the California Court of Appeals decision in the case of Tippet v Terich (1995), 37 Cal.App.4th 1517, 44Cal.Rptr.2d 862 and/or consult with an attorney to determine if you may pursue any of the legal actions discussed in the Tippet v Terich decision.
- ☐ There is insufficient evidence to confirm California Public Work Law was violated.
- ☐ Subject firm was not within the jurisdiction of California Public Work Law on this project.
- ☒ Other: Contractor paid \$ 18,560.00
- _____
- _____
- _____

STATE LABOR COMMISSIONER

By


Thuy Pham
Deputy Labor Commissioner

ENTERED

Labor Commissioner, State of California Department of Industrial Relations Division of Labor Standards Enforcement Bureau of Field Enforcement- Public Works 2031 Howe Avenue, Suite #100 Sacramento, CA 95825 TEL: (916) 263-3923 EMAIL: TPham@dir.ca.gov	Gavin Newsom, Governor  <i>FBRP</i>
Foundation for Fair Contracting 3807 Pasadena Avenue, Suite 150 Sacramento, CA 95821	
DATE: June 18, 2020	In Reply Refer to Case No. 40-70142-149

CASE ASSIGNMENT LETTER

Project Name Emergency Force Account	Project No. 01A1952, DIR Project ID: 275845
Prime Contractor Wylatti Resource Management Inc.	
Subcontractor	

Please be advised that I have been assigned to investigate your complaint against the above named contractor.

Any additional information should be directed to my attention, in writing. Please reference the case number on all correspondence.

You will be kept advised of the progress of this investigation as needed and of the final disposition in this matter.

RECEIVED

JUN 24 2020

Foundation for Fair
Contracting

STATE LABOR COMMISSIONER

By *Thuy Pham*
 Thuy Pham
 Deputy Labor Commissioner



Labor Commissioner, State of California
Department of Industrial Relations
Division of Labor Standards Enforcement
Bureau of Field Enforcement- Public Works
TEL: (916) 263-3923
Email: tpham@dir.ca.gov

Gavin Newsom, Governor



RECEIVED

DATE:
September 23, 2020

In Reply In Reply Refer to Case No:
40-70142-149

CIVIL WAGE AND PENALTY ASSESSMENT **733RP** **SEP 25 2020**

Awarding Body California Department of Transportation - Division of Procurement and Contracts	Work Performed in County of Mendocino	Foundation for Fair Contracting
Project Name Emergency Force Account	Project No. 01A1952	DIR Project ID No. 275845
Prime Contractor Wylatti Resource Management Inc., a Corporation	CSLB License No. 934597	Contractor Registration (PWCR) No. 1000001453
Subcontractor(s)	CSLB License No.	Contractor Registration (PWCR) No.
Second or Third-tier Subcontractor, if applicable	CSLB License No.	Contractor Registration (PWCR) No.

After an investigation concerning the payment of wages to workers employed in the execution of the contract for the above-named public works project, compliance with the apprenticeship standards found in Labor Code section 1777.5, or compliance with the registration requirements set forth in Labor Code section 1725.5, the Labor Commissioner has determined that violations of the California Labor Code have been committed by the contractor and/or subcontractor(s) identified above. In accordance with Labor Code section 1741, the Labor Commissioner hereby issues this Civil Wage and Penalty Assessment.

TOTAL ASSESSMENT: \$4,480.00

The nature of the violations of the Labor Code and the basis for the assessment are as follows:

Wage Violations: N/A

The attached Audit Summary further details the basis for this Assessment and itemizes the calculation of wages and penalties due under Labor Code sections 1775 and 1813, if applicable.

The Labor Commissioner has determined the total amount of **wages** due is: \$0.00

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section **1775** is: \$0.00

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section **1813** is: \$0.00

(continued on next page)

STATE LABOR COMMISSIONER

By Thuy Pham
Thuy Pham
Deputy Labor Commissioner



Apprenticeship Violations: Violation of Labor Code Section 1777.5 for failure to submit Public Works Contract Award Information (form DAS 140) and Request for Dispatch of an Apprentice (form DAS 142) to DAS-approved apprenticeship programs, and failure to employ apprentices in compliance with apprentice to journeyman ratio for Laborer and Operating Engineer classifications.
Pursuant to Labor Code Section 1777.7, penalty assessed at \$80.00 per violation.

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section **1777.7** is: \$4,480.00

Labor Code Section 1776 Violations: _____

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section **1776(h)** against _____ is: \$0.00

Public Works Contractor Registration Violations: _____

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section 1771.1 against	
<u>General contractor</u>	is: <u>\$0.00</u>
<u>Subcontractor</u>	is: <u>\$0.00</u>
<u>Second-tier subcontractor</u>	is: <u>\$0.00</u>
<u>Third-tier subcontractor, if applicable</u>	is: <u>\$0.00</u>

Please refer to page 6 for specific withholding obligations pertaining to these amounts.

(continued on next page)

Notice of Right to Obtain Review - Formal Hearing

In accordance with Labor Code section 1742, an affected contractor or subcontractor may obtain review of this Civil Wage and Penalty Assessment by transmitting a written request to the office of the Labor Commissioner that appears below within 60 days after service of the assessment.

To obtain a hearing, a written Request for Review must be transmitted to the following address:

Labor Commissioner - State of California
Civil Wage and Penalty Assessment Review Office
PO Box 255809
2801 Arden Way
Sacramento, CA 95825

A Request for Review either shall clearly identify the Civil Wage and Penalty Assessment from which review is sought, including the date of the assessment, or it shall include a copy of the assessment as an attachment, and shall also set forth the basis upon which the assessment is being contested. In accordance with Labor Code section 1742, the contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Commissioner at the hearing within 20 days of the Labor Commissioner's receipt of the written Request for Review.

Failure by a contractor or subcontractor to submit a timely Request for Review will result in a final order which shall be binding on the contractor and subcontractor, and which shall also be binding, with respect to the amount due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. Labor Code section 1743.

In accordance with Labor Code section 1742(d), a certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the State against the person assessed in the amount shown on the certified order.

(continued on next page)

Payment of Civil Wage and Penalty Assessment

Payment of the assessed wages and/or penalties, including interest on all due and unpaid wages pursuant to Labor Code section 1741(b), must be made by check or money order payable to the Division of Labor Standards Enforcement and mailed to the following address along with a copy of this Civil Wage and Penalty Assessment:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Cashiering Unit
2031 Howe Avenue, Suite 100
Sacramento, CA 95825-0196

Opportunity for Settlement Meeting

In accordance with Labor Code section 1742.1(c), the Labor Commissioner shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of this Civil Wage and Penalty Assessment, afford the contractor or subcontractor the opportunity to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding the assessment. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period for seeking a hearing as set forth under the heading Notice of Right to Obtain Review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. This opportunity to timely request an informal settlement meeting is in addition to the right to obtain a formal hearing, and a settlement meeting may be requested even if a written Request for Review has already been made.

Requesting a settlement meeting, however, does not extend the 60-day period during which a formal hearing may be requested.

A written request to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding this assessment must be transmitted to Thuy Pham at the following address:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Public Works Unit
2031 Howe Avenue, Suite #100
Sacramento, CA 95825

(continued on next page)

Liquidated Damages

In accordance with Labor Code section 1742.1(a), after 60 days following the service of this Civil Wage and Penalty Assessment, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment shall be liable for liquidated damages in an amount equal to the wages, or portion that still remain unpaid. If the assessment subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid.

Notwithstanding the above, in accordance with Labor Code section 1742.1(b), there shall be no liability for liquidated damages if the full amount of the assessment or notice, including penalties, has been deposited with the Department of Industrial Relations, within 60 days following service of the Assessment or Notice, for the Department to hold in escrow pending administrative and judicial review. The Department shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities who are found to be entitled to such funds.

The full amount of the assessment that should be deposited is:

\$4,480.00

Deposits must be made by check or money order payable to the Department of Industrial Relations with a cover letter and a copy of the Civil Wage and Penalty Assessment and mailed to:

Department of Industrial Relations
Attention Cashiering Unit
P.O. Box 420603
San Francisco, CA 94142

(continued on next page)

Statutory Withholding Obligations

1. Awarding Body Withholding Obligations

In accordance with Labor Code section 1727(a), before making payments to the contractor of money due under a contract for public work, the awarding body shall withhold and retain therefrom all amounts required to satisfy this Civil Wage and Penalty Assessment. The amount required to satisfy this Civil Wage and Penalty Assessment shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

The amount which must be withheld and retained by the awarding body pursuant to this Civil Wage and Penalty Assessment is:

Wages Due:	\$0.00
Training Funds Due:	\$0.00
Penalties Due Under Labor Code section 1775:	\$0.00
Penalties Due Under Labor Code section 1813:	\$0.00
Penalties Due Under Labor Code section 1777.7:	\$4,480.00
Penalties Due Under Labor Code section 1776(h):	\$0.00
Penalties Due Under Labor Code section 1771.1:	\$0.00
Total Withholding Amount:	\$4,480.00

2. Prime Contractor Withholding Obligations:

In accordance with Labor Code section 1727(b), if the awarding body has not retained sufficient money under the contract to satisfy this Civil Wage and Penalty Assessment based on a subcontractor's violations, the contractor shall, upon the request of the Labor Commissioner, withhold sufficient money due the subcontractor under the contract to satisfy the assessment and transfer the money to the awarding body. This amount shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

☒ **If this box is checked**, the Labor Commissioner hereby requests that the prime contractor withhold the following amount from money due the subcontractor and transfer the money to the awarding body to satisfy this assessment:

Wages Due:	\$0.00
Training Funds Due:	\$0.00
Penalties Due Under Labor Code section 1775:	\$0.00
Penalties Due Under Labor Code section 1813:	\$0.00
Penalties Due Under Labor Code section 1777.7:	\$4,480.00
Penalties Due Under Labor Code section 1776(h):	\$0.00
Penalties Due Under Labor Code section 1771.1:	\$0.00
Total Withholding Amount:	\$4,480.00

Distribution:

Awarding Body

Surety(s) on Bond

Prime Contractor

Subcontractor(s)

Labor Commissioner, State of California

Department of Industrial Relations
Division of Labor Standards Enforcement
2031 Howe Avenue, Suite #100
Sacramento, CA 95825
TEL: (916) 263-3923
EMAIL: TPham@dir.ca.gov

Gavin Newsom, Governor



Foundation for Fair Contracting
3807 Pasadena Ave Ste. 150
Sacramento, CA 95821
Attn: Cory Allbritton
40-70142-149

733 RP

RECEIVED

DATE:
December 9, 2020

In Reply Refer to Case No:
40-70142-149

DEC 14 2020

NOTICE OF COMPLAINT CLOSED

Foundation for Fair Contracting

Project Name Emergency Force Account	Project No. 01A1952, DIR Project ID: 275845
Prime Contractor Wylatti Resource Management Inc., a Corporation	
Subcontractor	

The complaint against the above-named contractor(s) is being closed for the following reason(s):


- ☒ Subject firm has satisfactorily paid all prevailing wages and/or penalties found due.
- ☐ The statute of limitations for the Labor Commissioner to prosecute California Public Work Law (Labor Code sections 1720 through 1861) has expired. Information for claimant please note: There are other legal claims which you may still pursue even though the statute of limitations has expired for the Labor Commissioner to enforce the public work provisions of the Labor Code. You may want to review the California Court of Appeals decision in the case of Tippet v Terich (1995), 37 Cal.App.4th 1517, 44Cal.Rptr.2d 862 and/or consult with an attorney to determine if you may pursue any of the legal actions discussed in the Tippet v Terich decision.
- ☐ There is insufficient evidence to confirm California Public Work Law was violated.
- ☐ Subject firm was not within the jurisdiction of California Public Work Law on this project.
- ☐ Other: _____

STATE LABOR COMMISSIONER

By

A blue ink signature of Thuy Pham.
Thuy Pham
Deputy Labor Commissioner

ENTERED

Labor Commissioner, State of California Department of Industrial Relations Division of Labor Standards Enforcement Bureau of Field Enforcement- Public Works 2031 Howe Avenue, Suite #100 Sacramento, CA 95825 TEL: (916) 263-3923 EMAIL: TPham@dir.ca.gov	Gavin Newsom, Governor  735RP
Foundation for Fair Contracting 3807 Pasadena Avenue, Suite 150 Sacramento, CA 95821	
DATE June 25, 2020	In Reply Refer to Case No: 40-70236-149

CASE ASSIGNMENT LETTER

Project Name Hearst Willits Road Culvert Replacement	Project No. 160089, C-1501
Prime Contractor Wylatti Resource Management Inc.	
Subcontractor:	

Please be advised that I have been assigned to investigate your complaint against the above named contractor.


Any additional information should be directed to my attention, in writing. Please reference the case number on all correspondence.

You will be kept advised of the progress of this investigation as needed and of the final disposition in this matter.

STATE LABOR COMMISSIONER

By Thuy Pham
 Thuy Pham
 Deputy Labor Commissioner



Labor Commissioner, State of California Department of Industrial Relations Division of Labor Standards Enforcement 2031 Howe Avenue, Suite #100 Sacramento, CA 95825 TEL: (916) 263-3923 EMAIL: TPham@dir.ca.gov	Gavin Newsom, Governor  735RP RECEIVED
Foundation for Fair Contracting 3807 Pasadena Ave Ste. 150 Sacramento, CA 95821 Attn: Corry Allbritton 40-70236-149	
DATE: January 12, 2021	In Reply Refer to Case No: 40-70236-149

NOTICE OF COMPLAINT CLOSED

JAN 14 2021


Project Name Hearst Willits Road Culvert Replacement	Project No. 0
Prime Contractor Wylatti Resource Management Inc.	
Subcontractor	

Foundation for Fair Contracting

The complaint against the above-named contractor(s) is being closed for the following reason(s):


- ☒ Subject firm has satisfactorily paid all prevailing wages and/or penalties found due.
- ☐ The statute of limitations for the Labor Commissioner to prosecute California Public Work Law (Labor Code sections 1720 through 1861) has expired. Information for claimant please note: There are other legal claims which you may still pursue even though the statute of limitations has expired for the Labor Commissioner to enforce the public work provisions of the Labor Code. You may want to review the California Court of Appeals decision in the case of Tippet v Terich (1995), 37 Cal.App.4th 1517, 44Cal.Rptr.2d 862 and/or consult with an attorney to determine if you may pursue any of the legal actions discussed in the Tippet v Terich decision.
- ☐ There is insufficient evidence to confirm California Public Work Law was violated.
- ☐ Subject firm was not within the jurisdiction of California Public Work Law on this project.
- ☒ Other: **Contractor paid \$4,514.15.**
- _____
- _____
- _____

STATE LABOR COMMISSIONER

By 
 Thuy Pham
 Deputy Labor Commissioner



736 RP

Labor Commissioner, State of California Department of Industrial Relations Division of Labor Standards Enforcement Bureau of Field Enforcement- Public Works 2031 Howe Avenue, Suite #100 Sacramento, CA 95825 TEL: (916) 263-3923 EMAIL: TPham@dir.ca.gov	Gavin Newsom, Governor 
Foundation for Fair Contracting 3807 Pasadena Avenue, Suite 150 Sacramento, CA 95821	RECEIVED
DATE: June 18, 2020	In Reply Refer to Case No: 40-70151-149

CASE ASSIGNMENT LETTER

JUN 22 2020

Project Name Mendocino Coast TMDL Implementation Program	Project No. 32402 / D1613101
Prime Contractor Wylatti Resource Management Inc.	
Subcontractor	

Foundation for Fair Contracting

Please be advised that I have been assigned to investigate your complaint against the above named contractor.

Any additional information should be directed to my attention, in writing. Please reference the case number on all correspondence.

You will be kept advised of the progress of this investigation as needed and of the final disposition in this matter.

STATE LABOR COMMISSIONER

By Thuy Pham
 Thuy Pham
 Deputy Labor Commissioner

Labor Commissioner, State of California Department of Industrial Relations Division of Labor Standards Enforcement Bureau of Field Enforcement- Public Works Date: 9/28/2020 Email: tpham@dir.ca.gov	Gavin Newsom, Governor  RECEIVED
DATE: September 28, 2020	In Reply In Reply Refer to Case No: 40-70151-149

CIVIL WAGE AND PENALTY ASSESSMENT

736 RP

OCT - 1 2020

Foundation for Fair Contracting

Awarding Body Mendocino County Resource Conservation District	Work Performed in County of Mendocino	
Project Name Mendocino Coast TMDL Implementation Program	Project No. 32402	DIR Project ID No. 255304
Prime Contractor Wylatti Resource Management Inc., a Corporation	CSLB License No. 934597	Contractor Registration (PWC) No. 1000001453
Subcontractor(s)	CSLB License No.	Contractor Registration (PWC) No.
Second or Third-tier Subcontractor, if applicable	CSLB License No.	Contractor Registration (PWC) No.

After an investigation concerning the payment of wages to workers employed in the execution of the contract for the above-named public works project, compliance with the apprenticeship standards found in Labor Code section 1777.5, or compliance with the registration requirements set forth in Labor Code section 1725.5, the Labor Commissioner has determined that violations of the California Labor Code have been committed by the contractor and/or subcontractor(s) identified above. In accordance with Labor Code section 1741, the Labor Commissioner hereby issues this Civil Wage and Penalty Assessment.

TOTAL ASSESSMENT:	<u>\$6,240.00</u>
--------------------------	--------------------------

The nature of the violations of the Labor Code and the basis for the assessment are as follows:

Wage Violations: N/A

The attached Audit Summary further details the basis for this Assessment and itemizes the calculation of wages and penalties due under Labor Code sections 1775 and 1813, if applicable.

The Labor Commissioner has determined the total amount of **wages** due is: \$0.00

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section **1775** is: \$0.00

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section **1813** is: \$0.00

(continued on next page)

STATE LABOR COMMISSIONER

By Thuy Pham
 Thuy Pham
 Deputy Labor Commissioner



Apprenticeship Violations: Violation of Labor Code Section 1777.5 for failure to submit Public Works Contract Award Information (form DAS 140) and Request for Dispatch of an Apprentice (form DAS 142) to DAS-approved apprenticeship programs, and failure to employ apprentices in compliance with apprentice to journeyman ratio for Laborer and Operating Engineer classifications.
Pursuant to Labor Code Section 1777.7, penalty assessed at \$80.00 per violation.

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section **1777.7** is:

\$6,240.00

Labor Code Section 1776 Violations:

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section **1776(h)** against _____ is: \$0.00

Public Works Contractor Registration Violations:

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section 1771.1 against	
General contractor	is: <u>\$0.00</u>
Subcontractor	is: <u>\$0.00</u>
Second-tier subcontractor	is: <u>\$0.00</u>
Third-tier subcontractor, if applicable	is: <u>\$0.00</u>

Please refer to page 6 for specific withholding obligations pertaining to these amounts.

(continued on next page)

Notice of Right to Obtain Review - Formal Hearing

In accordance with Labor Code section 1742, an affected contractor or subcontractor may obtain review of this Civil Wage and Penalty Assessment by transmitting a written request to the office of the Labor Commissioner that appears below within 60 days after service of the assessment.

To obtain a hearing, a written Request for Review must be transmitted to the following address:

Labor Commissioner - State of California
Civil Wage and Penalty Assessment Review Office
PO Box 255809
2801 Arden Way
Sacramento, CA 95825

A Request for Review either shall clearly identify the Civil Wage and Penalty Assessment from which review is sought, including the date of the assessment, or it shall include a copy of the assessment as an attachment, and shall also set forth the basis upon which the assessment is being contested. In accordance with Labor Code section 1742, the contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Commissioner at the hearing within 20 days of the Labor Commissioner's receipt of the written Request for Review.

Failure by a contractor or subcontractor to submit a timely Request for Review will result in a final order which shall be binding on the contractor and subcontractor, and which shall also be binding, with respect to the amount due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. Labor Code section 1743.

In accordance with Labor Code section 1742(d), a certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the State against the person assessed in the amount shown on the certified order.

(continued on next page)

Payment of Civil Wage and Penalty Assessment

Payment of the assessed wages and/or penalties, including interest on all due and unpaid wages pursuant to Labor Code section 1741(b), must be made by check or money order payable to the Division of Labor Standards Enforcement and mailed to the following address along with a copy of this Civil Wage and Penalty Assessment:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Cashiering Unit
2031 Howe Avenue, Suite 100
Sacramento, CA 95825-0196

Opportunity for Settlement Meeting

In accordance with Labor Code section 1742.1(c), the Labor Commissioner shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of this Civil Wage and Penalty Assessment, afford the contractor or subcontractor the opportunity to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding the assessment. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period for seeking a hearing as set forth under the heading Notice of Right to Obtain Review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. This opportunity to timely request an informal settlement meeting is in addition to the right to obtain a formal hearing, and a settlement meeting may be requested even if a written Request for Review has already been made.

Requesting a settlement meeting, however, does not extend the 60-day period during which a formal hearing may be requested.

A written request to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding this assessment must be transmitted to Thuy Pham at the following address:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Public Works Unit
2031 Howe Avenue, Suite #100
Sacramento, CA 95825

(continued on next page)

Liquidated Damages

In accordance with Labor Code section 1742.1(a), after 60 days following the service of this Civil Wage and Penalty Assessment, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment shall be liable for liquidated damages in an amount equal to the wages, or portion that still remain unpaid. If the assessment subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid.

Notwithstanding the above, in accordance with Labor Code section 1742.1(b), there shall be no liability for liquidated damages if the full amount of the assessment or notice, including penalties, has been deposited with the Department of Industrial Relations, within 60 days following service of the Assessment or Notice, for the Department to hold in escrow pending administrative and judicial review. The Department shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities who are found to be entitled to such funds.

The full amount of the assessment that should be deposited is:

\$6,240.00

Deposits must be made by check or money order payable to the Department of Industrial Relations with a cover letter and a copy of the Civil Wage and Penalty Assessment and mailed to:

Department of Industrial Relations
Attention Cashiering Unit
P.O. Box 420603
San Francisco, CA 94142

(continued on next page)

Statutory Withholding Obligations

1. Awarding Body Withholding Obligations

In accordance with Labor Code section 1727(a), before making payments to the contractor of money due under a contract for public work, the awarding body shall withhold and retain therefrom all amounts required to satisfy this Civil Wage and Penalty Assessment. The amount required to satisfy this Civil Wage and Penalty Assessment shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

The amount which must be withheld and retained by the awarding body pursuant to this Civil Wage and Penalty Assessment is:

Wages Due:	\$0.00
Training Funds Due:	\$0.00
Penalties Due Under Labor Code section 1775:	\$0.00
Penalties Due Under Labor Code section 1813:	\$0.00
Penalties Due Under Labor Code section 1777.7:	\$6,240.00
Penalties Due Under Labor Code section 1776(h):	\$0.00
Penalties Due Under Labor Code section 1771.1:	\$0.00
Total Withholding Amount:	\$6,240.00

2. Prime Contractor Withholding Obligations:

In accordance with Labor Code section 1727(b), if the awarding body has not retained sufficient money under the contract to satisfy this Civil Wage and Penalty Assessment based on a subcontractor's violations, the contractor shall, upon the request of the Labor Commissioner, withhold sufficient money due the subcontractor under the contract to satisfy the assessment and transfer the money to the awarding body. This amount shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

☒ **If this box is checked,** the Labor Commissioner hereby requests that the prime contractor withhold the following amount from money due the subcontractor and transfer the money to the awarding body to satisfy this assessment:

Wages Due:	\$0.00
Training Funds Due:	\$0.00
Penalties Due Under Labor Code section 1775:	\$0.00
Penalties Due Under Labor Code section 1813:	\$0.00
Penalties Due Under Labor Code section 1777.7:	\$6,240.00
Penalties Due Under Labor Code section 1776(h):	\$0.00
Penalties Due Under Labor Code section 1771.1:	\$0.00
Total Withholding Amount:	\$6,240.00

Distribution:

Awarding Body

Surety(s) on Bond

Prime Contractor

Subcontractor(s)

Labor Commissioner, State of California

Department of Industrial Relations
Division of Labor Standards Enforcement
2031 Howe Avenue, Suite #100
Sacramento, CA 95825
TEL: (916) 263-3923
EMAIL: TPham@dir.ca.gov

Foundation for Fair Contracting
3807 Pasadena Ave Ste. 150
Sacramento, CA 95821
Attn: Cory Allbritton
40-70151-149

DATE:
December 9, 2020

Gavin Newsom, Governor



736 RP

RECEIVED

In Reply Refer to Case No:
40-70151-149

DEC 14 2020

NOTICE OF COMPLAINT CLOSED

Foundation for Fair
Contracting

Project Name Mendocino Coast TMDL Implementation Program	Project No. 32402 / D1613101
Prime Contractor Wylatti Resource Management Inc., a Corporation	
Subcontractor	

The complaint against the above-named contractor(s) is being closed for the following reason(s):

- ☒ Subject firm has satisfactorily paid all prevailing wages and/or penalties found due.
- ☐ The statute of limitations for the Labor Commissioner to prosecute California Public Work Law (Labor Code sections 1720 through 1861) has expired. Information for claimant please note: There are other legal claims which you may still pursue even though the statute of limitations has expired for the Labor Commissioner to enforce the public work provisions of the Labor Code. You may want to review the California Court of Appeals decision in the case of Tippet v Terich (1995), 37 Cal.App.4th 1517, 44Cal.Rptr.2d 862 and/or consult with an attorney to determine if you may pursue any of the legal actions discussed in the Tippet v Terich decision.
- ☐ There is insufficient evidence to confirm California Public Work Law was violated.
- ☐ Subject firm was not within the jurisdiction of California Public Work Law on this project.
- ☒ Other: **Contractor paid \$6,240.00**


STATE LABOR COMMISSIONER

By

A blue ink signature of Thuy Pham.

Thuy Pham
Deputy Labor Commissioner



Labor Commissioner, State of California Department of Industrial Relations Division of Labor Standards Enforcement Bureau of Field Enforcement- Public Works 2031 Howe Avenue, Suite #100 Sacramento, CA 95825 TEL: (916) 263-3923 EMAIL: TPham@dir.ca.gov	Gavin Newsom, Governor  737RP
Foundation for Fair Contracting 3807 Pasadena Avenue, Suite 150 Sacramento, CA 95821	
DATE: June 18, 2020	In Reply Refer to Case No: 40-70148-149

CASE ASSIGNMENT LETTER

Project Name Oak Manor Joint Trench Project	Project No. 18-07
Prime Contractor Wylatti Resource Management Inc.	
Subcontractor	

Please be advised that I have been assigned to investigate your complaint against the above named contractor.

Any additional information should be directed to my attention, in writing. Please reference the case number on all correspondence.

You will be kept advised of the progress of this investigation as needed and of the final disposition in this matter.

RECEIVED

JUN 24 2020

Foundation for Fair
Contracting

STATE LABOR COMMISSIONER

By Thuy Pham
 Thuy Pham
 Deputy Labor Commissioner



Labor Commissioner, State of California
Department of Industrial Relations
Division of Labor Standards Enforcement
Bureau of Field Enforcement- Public Works
TEL: (916) 263-3923
Email: tpham@dir.ca.gov

Gavin Newsom, Governor



DATE:
September 23, 2020

In Reply In Reply Refer to Case No:
40-70148-149

RECEIVED

CIVIL WAGE AND PENALTY ASSESSMENT

737RP SEP 25 2020

Awarding Body City of Ukiah	Work Performed in County of Mendocino	Foundation for Fair Contracting
Project Name Oak Manor Joint Trench Project	Project No. 18-07	DIR Project ID No. 276051
Prime Contractor Wylatti Resource Management Inc., a corporation	CSLB License No. 934597	Contractor Registration (PWC) No. 1000001453
Subcontractor(s)	CSLB License No.	Contractor Registration (PWC) No.
Second or Third-tier Subcontractor, if applicable	CSLB License No.	Contractor Registration (PWC) No.

After an investigation concerning the payment of wages to workers employed in the execution of the contract for the above-named public works project, compliance with the apprenticeship standards found in Labor Code section 1777.5, or compliance with the registration requirements set forth in Labor Code section 1725.5, the Labor Commissioner has determined that violations of the California Labor Code have been committed by the contractor and/or subcontractor(s) identified above. In accordance with Labor Code section 1741, the Labor Commissioner hereby issues this Civil Wage and Penalty Assessment.

TOTAL ASSESSMENT: \$1,920.00

The nature of the violations of the Labor Code and the basis for the assessment are as follows:

Wage Violations:

The attached Audit Summary further details the basis for this Assessment and itemizes the calculation of wages and penalties due under Labor Code sections 1775 and 1813, if applicable.

The Labor Commissioner has determined the total amount of **wages** due is:

\$0.00

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section 1775 is:

\$0.00

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section 1813 is:

\$0.00

(continued on next page)

STATE LABOR COMMISSIONER

By Thuy Pham
Thuy Pham
Deputy Labor Commissioner

ENTERED

Apprenticeship Violations: Violation of Labor Code Section 1777.5 for failure to submit Public Works Contract Award Information (form DAS 140) and Request for Dispatch of an Apprentice (form DAS 142) to DAS-approved apprenticeship programs, and failure to employ apprentices in compliance with apprentice to journeyman ratio for Laborer classification.
Pursuant to Labor Code Section 1777.7, penalty assessed at \$80.00 per violation.

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section 1777.7 is:

\$1,920.00

Labor Code Section 1776 Violations:

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section 1776(h) against
is: \$0.00

Public Works Contractor Registration Violations:

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section 1771.1 against

General contractor

is: \$0.00

Subcontractor

is: \$0.00

Second-tier subcontractor

is: \$0.00

Third-tier subcontractor, if applicable

is: \$0.00

Please refer to page 6 for specific withholding obligations pertaining to these amounts.

(continued on next page)

Notice of Right to Obtain Review - Formal Hearing

In accordance with Labor Code section 1742, an affected contractor or subcontractor may obtain review of this Civil Wage and Penalty Assessment by transmitting a written request to the office of the Labor Commissioner that appears below within 60 days after service of the assessment.

To obtain a hearing, a written Request for Review must be transmitted to the following address:

Labor Commissioner - State of California
Civil Wage and Penalty Assessment Review Office
PO Box 255809
2801 Arden Way
Sacramento, CA 95825

A Request for Review either shall clearly identify the Civil Wage and Penalty Assessment from which review is sought, including the date of the assessment, or it shall include a copy of the assessment as an attachment, and shall also set forth the basis upon which the assessment is being contested. In accordance with Labor Code section 1742, the contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Commissioner at the hearing within 20 days of the Labor Commissioner's receipt of the written Request for Review.

Failure by a contractor or subcontractor to submit a timely Request for Review will result in a final order which shall be binding on the contractor and subcontractor, and which shall also be binding, with respect to the amount due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. Labor Code section 1743.

In accordance with Labor Code section 1742(d), a certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the State against the person assessed in the amount shown on the certified order.

(continued on next page)

Payment of Civil Wage and Penalty Assessment

Payment of the assessed wages and/or penalties, including interest on all due and unpaid wages pursuant to Labor Code section 1741(b), must be made by check or money order payable to the Division of Labor Standards Enforcement and mailed to the following address along with a copy of this Civil Wage and Penalty Assessment:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Cashiering Unit
2031 Howe Avenue, Suite 100
Sacramento, CA 95825-0196

Opportunity for Settlement Meeting

In accordance with Labor Code section 1742.1(c), the Labor Commissioner shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of this Civil Wage and Penalty Assessment, afford the contractor or subcontractor the opportunity to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding the assessment. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period for seeking a hearing as set forth under the heading Notice of Right to Obtain Review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. This opportunity to timely request an informal settlement meeting is in addition to the right to obtain a formal hearing, and a settlement meeting may be requested even if a written Request for Review has already been made.

Requesting a settlement meeting, however, does not extend the 60-day period during which a formal hearing may be requested.

A written request to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding this assessment must be transmitted to Thuy Pham at the following address:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Public Works Unit
2031 Howe Avenue, Suite #100
Sacramento, CA 95825

(continued on next page)

Liquidated Damages

In accordance with Labor Code section 1742.1(a), after 60 days following the service of this Civil Wage and Penalty Assessment, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment shall be liable for liquidated damages in an amount equal to the wages, or portion that still remain unpaid. If the assessment subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid.

Notwithstanding the above, in accordance with Labor Code section 1742.1(b), there shall be no liability for liquidated damages if the full amount of the assessment or notice, including penalties, has been deposited with the Department of Industrial Relations, within 60 days following service of the Assessment or Notice, for the Department to hold in escrow pending administrative and judicial review. The Department shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities who are found to be entitled to such funds.

The full amount of the assessment that should be deposited is:

\$1,920.00

Deposits must be made by check or money order payable to the Department of Industrial Relations with a cover letter and a copy of the Civil Wage and Penalty Assessment and mailed to:

Department of Industrial Relations
Attention Cashiering Unit
P.O. Box 420603
San Francisco, CA 94142

(continued on next page)

Statutory Withholding Obligations

1. Awarding Body Withholding Obligations

In accordance with Labor Code section 1727(a), before making payments to the contractor of money due under a contract for public work, the awarding body shall withhold and retain therefrom all amounts required to satisfy this Civil Wage and Penalty Assessment. The amount required to satisfy this Civil Wage and Penalty Assessment shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

The amount which must be withheld and retained by the awarding body pursuant to this Civil Wage and Penalty Assessment is:

Wages Due:	\$0.00
Training Funds Due:	\$0.00
Penalties Due Under Labor Code section 1775:	\$0.00
Penalties Due Under Labor Code section 1813:	\$0.00
Penalties Due Under Labor Code section 1777.7:	\$1,920.00
Penalties Due Under Labor Code section 1776(h):	\$0.00
Penalties Due Under Labor Code section 1771.1:	\$0.00
Total Withholding Amount:	\$1,920.00

2. Prime Contractor Withholding Obligations:

In accordance with Labor Code section 1727(b), if the awarding body has not retained sufficient money under the contract to satisfy this Civil Wage and Penalty Assessment based on a subcontractor's violations, the contractor shall, upon the request of the Labor Commissioner, withhold sufficient money due the subcontractor under the contract to satisfy the assessment and transfer the money to the awarding body. This amount shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

☒ **If this box is checked**, the Labor Commissioner hereby requests that the prime contractor withhold the following amount from money due the subcontractor and transfer the money to the awarding body to satisfy this assessment:

Wages Due:	\$0.00
Training Funds Due:	\$0.00
Penalties Due Under Labor Code section 1775:	\$0.00
Penalties Due Under Labor Code section 1813:	\$0.00
Penalties Due Under Labor Code section 1777.7:	\$1,920.00
Penalties Due Under Labor Code section 1776(h):	\$0.00
Penalties Due Under Labor Code section 1771.1:	\$0.00
Total Withholding Amount:	\$1,920.00

Distribution:

Awarding Body

Surety(s) on Bond

Prime Contractor

Subcontractor(s)

Labor Commissioner, State of California

Department of Industrial Relations
Division of Labor Standards Enforcement
2031 Howe Avenue, Suite #100
Sacramento, CA 95825
TEL: (916) 263-3923
EMAIL: TPham@dir.ca.gov

Gavin Newsom, Governor



Foundation for Fair Contracting
3807 Pasadena Ave Ste. 150
Sacramento, CA 95821
Attn: Cory Allbritton
40-70148-149

737RP

RECEIVED

DATE:
December 9, 2020

In Reply Refer to Case No:
40-70148-149

DEC 14 2020

NOTICE OF COMPLAINT CLOSEDFoundation for Fair
Contracting

Project Name Oak Manor Joint Trench Project	Project No. 18-07
Prime Contractor Wylatti Resource Management Inc., a corporation	
Subcontractor	


The complaint against the above-named contractor(s) is being closed for the following reason(s):

- ☒ Subject firm has satisfactorily paid all prevailing wages and/or penalties found due.
- ☐ The statute of limitations for the Labor Commissioner to prosecute California Public Work Law (Labor Code sections 1720 through 1861) has expired. Information for claimant please note: There are other legal claims which you may still pursue even though the statute of limitations has expired for the Labor Commissioner to enforce the public work provisions of the Labor Code. You may want to review the California Court of Appeals decision in the case of Tippet v Terich (1995), 37 Cal.App.4th 1517, 44Cal.Rptr.2d 862 and/or consult with an attorney to determine if you may pursue any of the legal actions discussed in the Tippet v Terich decision.
- ☐ There is insufficient evidence to confirm California Public Work Law was violated.
- ☐ Subject firm was not within the jurisdiction of California Public Work Law on this project.
- ☒ Other: **Contractor paid \$ 1,920.00**

STATE LABOR COMMISSIONER

By Thuy Pham
Deputy Labor Commissioner

ENTERED

Labor Commissioner, State of California Department of Industrial Relations Division of Labor Standards Enforcement Bureau of Field Enforcement- Public Works 2031 Howe Avenue, Suite #100 Sacramento, CA 95825 TEL: (916) 263-3923 EMAIL: TPham@dir.ca.gov	Gavin Newsom, Governor 
Foundation for Fair Contracting 3807 Pasadena Avenue, Suite 150 Sacramento, CA 95821	738RP RECEIVED
DATE: July 09, 2020	In Reply Refer to Case No: 40-70322-149

CASE ASSIGNMENT LETTER

JUL 13 2020

Project Name South Fork Ten Mile Estuary Habitat Enhancement Project	Project No DIR Project ID: 243583
Prime Contractor Wylatti Resource Management Inc.	
Subcontractor	

Foundation for Fair Contracting

Please be advised that I have been assigned to investigate your complaint against the above named contractor.


Any additional information should be directed to my attention, in writing. Please reference the case number on all correspondence.

You will be kept advised of the progress of this investigation as needed and of the final disposition in this matter.

STATE LABOR COMMISSIONER

By Thuy Pham
 Thuy Pham
 Deputy Labor Commissioner



Labor Commissioner, State of California Department of Industrial Relations Division of Labor Standards Enforcement 2031 Howe Avenue, Suite #100 Sacramento, CA 95825 TEL: (916) 263-3923 EMAIL: TPham@dir.ca.gov	Gavin Newsom, Governor  738RP RECEIVED DEC 14 2020
Foundation for Fair Contracting 3807 Pasadena Ave Ste. 150 Sacramento, CA 95821 Attn: Cory Allbritton 40-70322-149	
DATE: December 9, 2020	In Reply Refer to Case No: 40-70322-149

NOTICE OF COMPLAINT CLOSED

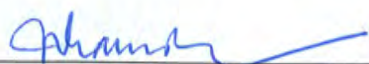
Foundation for Fair Contracting

Project Name South Fork Ten Mile Estuary Habitat Enhancement Project	Project No. DIR Project ID: 243583
Prime Contractor Wylatti Resource Management Inc.	
Subcontractor	


The complaint against the above-named contractor(s) is being closed for the following reason(s):

- ☒ Subject firm has satisfactorily paid all prevailing wages and/or penalties found due.
- ☐ The statute of limitations for the Labor Commissioner to prosecute California Public Work Law (Labor Code sections 1720 through 1861) has expired. Information for claimant please note: There are other legal claims which you may still pursue even though the statute of limitations has expired for the Labor Commissioner to enforce the public work provisions of the Labor Code. You may want to review the California Court of Appeals decision in the case of Tippet v Terich (1995), 37 Cal.App.4th 1517, 44Cal.Rptr.2d 862 and/or consult with an attorney to determine if you may pursue any of the legal actions discussed in the Tippet v Terich decision.
- ☐ There is insufficient evidence to confirm California Public Work Law was violated.
- ☐ Subject firm was not within the jurisdiction of California Public Work Law on this project.
- ☒ Other: Contractor paid \$4,160.00

STATE LABOR COMMISSIONER

By 
 Thuy Pham
 Deputy Labor Commissioner



Labor Commissioner, State of California Department of Industrial Relations Division of Labor Standards Enforcement Bureau of Field Enforcement- Public Works 2031 Howe Avenue, Suite #100 Sacramento, CA 95825 TEL: (916) 263-3923 EMAIL: TPham@dir.ca.gov	Gavin Newsom, Governor  739 R P
Foundation for Fair Contracting 3807 Pasadena Avenue, Suite 150 Sacramento, CA 95821	
DATE: June 18, 2020	In Reply Refer to Case No: 40-70132-149

CASE ASSIGNMENT LETTER

Project Name Remove slide debris, repair slope & drainage, restore roadway, erosion control	Project No, 01A1963, DIR Project ID: 277337
Prime Contractor Wylatti Resource Management Inc.	
Subcontractor	

Please be advised that I have been assigned to investigate your complaint against the above named contractor.

Any additional information should be directed to my attention, in writing. Please reference the case number on all correspondence.

You will be kept advised of the progress of this investigation as needed and of the final disposition in this matter.

RECEIVED

JUN 24 2020

Foundation for Fair
Contracting

STATE LABOR COMMISSIONER

By Thuy Pham
 Thuy Pham
 Deputy Labor Commissioner



Labor Commissioner, State of California
Department of Industrial Relations
Division of Labor Standards Enforcement
Bureau of Field Enforcement- Public Works
TEL: (916) 263-3923
Email: tpham@dir.ca.gov

Gavin Newsom, Governor



DATE:
September 15, 2020

In Reply In Reply Refer to Case No:
40-70132-149

CIVIL WAGE AND PENALTY ASSESSMENT

739RP

Awarding Body California Department of Transportation	Work Performed in County of Mendocino	
Project Name Remove slide debris, repair slope & drainage, restore roadway, erosion control	Project No. 01A1963	DIR Project ID No. 277337
Prime Contractor Wylatti Resource Management Inc.	CSLB License No. 934597	Contractor Registration (PWC) No. 1000001453
Subcontractor(s)	CSLB License No.	Contractor Registration (PWC) No.
Second or Third-tier Subcontractor, if applicable	CSLB License No.	Contractor Registration (PWC) No.

After an investigation concerning the payment of wages to workers employed in the execution of the contract for the above-named public works project, compliance with the apprenticeship standards found in Labor Code section 1777.5, or compliance with the registration requirements set forth in Labor Code section 1725.5, the Labor Commissioner has determined that violations of the California Labor Code have been committed by the contractor and/or subcontractor(s) identified above. In accordance with Labor Code section 1741, the Labor Commissioner hereby issues this Civil Wage and Penalty Assessment.

TOTAL ASSESSMENT: \$42,602.03

The nature of the violations of the Labor Code and the basis for the assessment are as follows:

Wage Violations: Violation of Labor Code Section 1773.1 for failure to pay training fund contributions pursuant to the determination Teamster NC-23-261-1-2018-1, Laborer and Construction Specialist NC-23-102-1-2018-2, and Operating Engineer NC-23-102-1-2018-2.

Pursuant to Labor Code Section 1775, penalty assessed at \$5.00 per violation.

The attached Audit Summary further details the basis for this Assessment and itemizes the calculation of wages and penalties due under Labor Code sections 1775 and 1813, if applicable.

The Labor Commissioner has determined the total amount of wages due is: \$10,022.03

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section 1775 is: \$6,820.00

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section 1813 is: \$0.00

(continued on next page)

STATE LABOR COMMISSIONER

By Thuy Pham
Thuy Pham
Deputy Labor Commissioner



Apprenticeship Violations: Violation of Labor Code Section 1777.5 for failure to submit Public Works Contract Award Information (form DAS 140) and Request for Dispatch of an Apprentice (form DAS 142) to DAS-approved apprenticeship programs, and failure to employ apprentices in compliance with apprentice to journeyman ratio for Laborer / Construction Specialist and Operating Engineer classifications.

Pursuant to Labor Code Section 1777.7, penalty assessed at \$80.00 per violation.

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section 1777.7 is:

\$25,760.00

Labor Code Section 1776 Violations:

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section 1776(h) against is: \$0.00

Public Works Contractor Registration Violations:

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section 1771.1 against

General contractor Wylatti Resource Management Inc. is: \$0.00

Subcontractor is: \$0.00

Second-tier subcontractor is: \$0.00

Third-tier subcontractor, if applicable is: \$0.00

Please refer to page 6 for specific withholding obligations pertaining to these amounts.

(continued on next page)

Notice of Right to Obtain Review - Formal Hearing

In accordance with Labor Code section 1742, an affected contractor or subcontractor may obtain review of this Civil Wage and Penalty Assessment by transmitting a written request to the office of the Labor Commissioner that appears below within 60 days after service of the assessment.

To obtain a hearing, a written Request for Review must be transmitted to the following address:

Labor Commissioner - State of California
Civil Wage and Penalty Assessment Review Office
PO Box 255809
2801 Arden Way
Sacramento, CA 95825

A Request for Review either shall clearly identify the Civil Wage and Penalty Assessment from which review is sought, including the date of the assessment, or it shall include a copy of the assessment as an attachment, and shall also set forth the basis upon which the assessment is being contested. In accordance with Labor Code section 1742, the contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Commissioner at the hearing within 20 days of the Labor Commissioner's receipt of the written Request for Review.

Failure by a contractor or subcontractor to submit a timely Request for Review will result in a final order which shall be binding on the contractor and subcontractor, and which shall also be binding, with respect to the amount due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. Labor Code section 1743.

In accordance with Labor Code section 1742(d), a certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the State against the person assessed in the amount shown on the certified order.

(continued on next page)

Payment of Civil Wage and Penalty Assessment

Payment of the assessed wages and/or penalties, including interest on all due and unpaid wages pursuant to Labor Code section 1741(b), must be made by check or money order payable to the Division of Labor Standards Enforcement and mailed to the following address along with a copy of this Civil Wage and Penalty Assessment:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Cashiering Unit
2031 Howe Avenue, Suite 100
Sacramento, CA 95825-0196

Opportunity for Settlement Meeting

In accordance with Labor Code section 1742.1(c), the Labor Commissioner shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of this Civil Wage and Penalty Assessment, afford the contractor or subcontractor the opportunity to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding the assessment. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period for seeking a hearing as set forth under the heading Notice of Right to Obtain Review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. This opportunity to timely request an informal settlement meeting is in addition to the right to obtain a formal hearing, and a settlement meeting may be requested even if a written Request for Review has already been made.

Requesting a settlement meeting, however, does not extend the 60-day period during which a formal hearing may be requested.

A written request to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding this assessment must be transmitted to Thuy Pham at the following address:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Public Works Unit
2031 Howe Avenue, Suite #100
Sacramento, CA 95825

(continued on next page)

Liquidated Damages

In accordance with Labor Code section 1742.1(a), after 60 days following the service of this Civil Wage and Penalty Assessment, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment shall be liable for liquidated damages in an amount equal to the wages, or portion that still remain unpaid. If the assessment subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid.

Notwithstanding the above, in accordance with Labor Code section 1742.1(b), there shall be no liability for liquidated damages if the full amount of the assessment or notice, including penalties, has been deposited with the Department of Industrial Relations, within 60 days following service of the Assessment or Notice, for the Department to hold in escrow pending administrative and judicial review. The Department shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities who are found to be entitled to such funds.

The full amount of the assessment that should be deposited is:

\$42,602.03

Deposits must be made by check or money order payable to the Department of Industrial Relations with a cover letter and a copy of the Civil Wage and Penalty Assessment and mailed to:

Department of Industrial Relations
Attention Cashiering Unit
P.O. Box 420603
San Francisco, CA 94142

(continued on next page)

Statutory Withholding Obligations

1. Awarding Body Withholding Obligations

In accordance with Labor Code section 1727(a), before making payments to the contractor of money due under a contract for public work, the awarding body shall withhold and retain therefrom all amounts required to satisfy this Civil Wage and Penalty Assessment. The amount required to satisfy this Civil Wage and Penalty Assessment shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

The amount which must be withheld and retained by the awarding body pursuant to this Civil Wage and Penalty Assessment is:

Wages Due:	\$0.00
Training Funds Due:	\$10,022.03
Penalties Due Under Labor Code section 1775:	\$6,820.00
Penalties Due Under Labor Code section 1813:	\$0.00
Penalties Due Under Labor Code section 1777.7:	\$25,760.00
Penalties Due Under Labor Code section 1776(h):	\$0.00
Penalties Due Under Labor Code section 1771.1:	\$0.00
Total Withholding Amount:	\$42,602.03

2. Prime Contractor Withholding Obligations:

In accordance with Labor Code section 1727(b), if the awarding body has not retained sufficient money under the contract to satisfy this Civil Wage and Penalty Assessment based on a subcontractor's violations, the contractor shall, upon the request of the Labor Commissioner, withhold sufficient money due the subcontractor under the contract to satisfy the assessment and transfer the money to the awarding body. This amount shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

☒ **If this box is checked**, the Labor Commissioner hereby requests that the prime contractor withhold the following amount from money due the subcontractor and transfer the money to the awarding body to satisfy this assessment:

Wages Due:	\$0.00
Training Funds Due:	\$10,022.03
Penalties Due Under Labor Code section 1775:	\$6,820.00
Penalties Due Under Labor Code section 1813:	\$0.00
Penalties Due Under Labor Code section 1777.7:	\$25,760.00
Penalties Due Under Labor Code section 1776(h):	\$0.00
Penalties Due Under Labor Code section 1771.1:	\$0.00
Total Withholding Amount:	\$42,602.03

Distribution:

Awarding Body

Surety(s) on Bond

Prime Contractor

Subcontractor(s)

Labor Commissioner, State of California

Department of Industrial Relations
Division of Labor Standards Enforcement
2031 Howe Avenue, Suite #100
Sacramento, CA 95825
TEL: (916) 263-3923
EMAIL: TPham@dir.ca.gov

Foundation for Fair Contracting
3807 Pasadena Ave Ste. 150
Sacramento, CA 95821
Attn: Cory Allbritton
40-70132-149

DATE:
December 9, 2020

Gavin Newsom, Governor



739RP

RECEIVED

In Reply Refer to Case No:
40-70132-149

DEC 14 2020

NOTICE OF COMPLAINT CLOSED

Foundation for Fair
Contracting

Project Name Remove slide debris, repair slope & drainage, restore roadway, erosion control	Project No. DIR: 277337
Prime Contractor Wylatti Resource Management Inc.	
Subcontractor	


The complaint against the above-named contractor(s) is being closed for the following reason(s):

- ☒ Subject firm has satisfactorily paid all prevailing wages and/or penalties found due.
- ☐ The statute of limitations for the Labor Commissioner to prosecute California Public Work Law (Labor Code sections 1720 through 1861) has expired. Information for claimant please note: There are other legal claims which you may still pursue even though the statute of limitations has expired for the Labor Commissioner to enforce the public work provisions of the Labor Code. You may want to review the California Court of Appeals decision in the case of Tippet v Terich (1995), 37 Cal.App.4th 1517, 44Cal.Rptr.2d 862 and/or consult with an attorney to determine if you may pursue any of the legal actions discussed in the Tippet v Terich decision.
- ☐ There is insufficient evidence to confirm California Public Work Law was violated.
- ☐ Subject firm was not within the jurisdiction of California Public Work Law on this project.
- ☒ Other: **Contractor paid \$ 25,760.00**

STATE LABOR COMMISSIONER

By
Thuy Pham
Deputy Labor Commissioner



Labor Commissioner, State of California Department of Industrial Relations Division of Labor Standards Enforcement Bureau of Field Enforcement- Public Works 2031 Howe Avenue, Suite #100 Sacramento, CA 95825 TEL: (916) 263-3923 EMAIL: TPham@dir.ca.gov	Gavin Newsom, Governor  787RP RECEIVED
FFC 3807 Pasadena Ave., Ste 150 Sacramento, CA 95821	
DATE: May 28, 2021	In Reply Refer to Case No: 40-72475-149

CASE ASSIGNMENT LETTER

JUN -4 2021

Foundation for Fair
Contracting

Project Name Repair drainage system	Project No. 352136
Prime Contractor WYLATTI RESOURCE MANAGEMENT INC	
Subcontractor	

Please be advised that I have been assigned to investigate your complaint against the above named contractor.

Any additional information should be directed to my attention, in writing. Please reference the case number on all correspondence.

You will be kept advised of the progress of this investigation as needed and of the final disposition in this matter.



STATE LABOR COMMISSIONER

By Thuy Pham
 Thuy Pham
 Deputy Labor Commissioner

Labor Commissioner, State of California
Department of Industrial Relations
Division of Labor Standards Enforcement
2031 Howe Avenue, Suite #100
Sacramento, CA 95825
TEL: (916) 263-3923
EMAIL: TPham@dir.ca.gov

Foundation for Fair Contracting
3807 Pasadena Ave Ste. 150
Sacramento, CA 95821

40-72475-149

DATE:
April 29, 2022

Gavin Newsom, Governor



787RP

In Reply Refer to Case No:
40-72475-149

NOTICE OF COMPLAINT CLOSED

Project Name Repair drainage system	Project No. 352136
Prime Contractor WYLATTI RESOURCE MANAGEMENT INC	
Subcontractor	


The complaint against the above-named contractor(s) is being closed for the following reason(s):

- ☒ Subject firm has satisfactorily paid all prevailing wages and/or penalties found due.
- ☐ The statute of limitations for the Labor Commissioner to prosecute California Public Work Law (Labor Code sections 1720 through 1861) has expired. Information for claimant please note: There are other legal claims which you may still pursue even though the statute of limitations has expired for the Labor Commissioner to enforce the public work provisions of the Labor Code. You may want to review the California Court of Appeals decision in the case of Tippet v Terich (1995), 37 Cal.App.4th 1517, 44Cal.Rptr.2d 862 and/or consult with an attorney to determine if you may pursue any of the legal actions discussed in the Tippet v Terich decision.
- ☐ There is insufficient evidence to confirm California Public Work Law was violated.
- ☐ Subject firm was not within the jurisdiction of California Public Work Law on this project.
- ☐ Other: _____

STATE LABOR COMMISSIONER

By Thuy Pham
Thuy Pham
Deputy Labor Commissioner



Labor Commissioner, State of California Department of Industrial Relations Division of Labor Standards Enforcement Bureau of Field Enforcement- Public Works 2031 Howe Avenue, Suite #100 Sacramento, CA 95825 TEL: (916) 263-6675 EMAIL: MNolasco@dir.ca.gov		Gavin Newsom, Governor  928RP	
FFC 3807 Pasadena Ave., Ste 150 Sacramento, CA 95821			
DATE: May 26, 2023		In Reply Refer to Case No: 40-76294-766	

RECEIVED

CASE ASSIGNMENT LETTER

JUN - 2 2023

Project Name	Awarding Body	Project No.	DIR Project ID
04-Son-101-R55.8	California Department of Transportation (Caltrans)	0	409302
Prime Contractor WYLATTI RESOURCE MANAGEMENT, INC.			
Subcontractor			

Foundation for Fair Contracting

Please be advised that I have been assigned to investigate your complaint against the above named contractor.

Any additional information should be directed to my attention, in writing. Please reference the case number on all correspondence.

You will be kept advised of the progress of this investigation as needed and of the final disposition in this matter.

STATE LABOR COMMISSIONER

By Maritza Nolasco
 Maritza Nolasco
 Deputy Labor Commissioner



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Wylatti Resource Management Inc. Settlement

Wylatti Resource Management Inc. Case Settles for \$5,000

In December, 2010, Wylatti Resource Management Inc. agreed to pay \$5,000 in penalties; \$3,750 to the California Air Pollution Fund and \$1,250 to Peralta Community College District, for violating air quality regulations.

An investigation by the Air Resources Board (ARB) showed that Wylatti Resource Management Inc. failed to properly self-inspect their diesel trucks to assure the trucks met state smoke emission standards. ARB documented violations as they related to the Periodic Smoke Inspection Program (PSIP). To settle the case, Wylatti Resource Management Inc. agreed to the \$5,000 penalty and to comply with the PSIP and other ARB programs.

[Return to 2011 Case Settlements](#)

(800) 242-4450 | helpline@arb.ca.gov
1001 I Street, Sacramento, CA 95814
P.O. Box 2815, Sacramento, CA 95812



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The .gov means it's official.

Federal government websites often end in .gov or .mil. Before sharing sensitive information, make sure you're on a federal government site.



The site is secure.

The **https://** ensures that you are connecting to the official website and that any information you provide is encrypted and transmitted securely.



U.S. DEPARTMENT OF LABOR

Occupational Safety and Health Administration

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Inspection Detail

Quick Link Reference

1663036.015 | 1658239.015

Case Status: OPEN

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 1663036.015 – Wylatti Resource Management Inc

Inspection Information - Office: Ca Sacramento M&T District Office

Inspection Nr: 1663036.015

Report ID: 0950651

Date Opened: 04/12/2023

Site Address:

Wylatti Resource Management Inc
1221 N Main St
Fort Bragg, CA 95437

Union Status: NonUnion

SIC:

NAICS: 237310/ Highway, Street, and
Bridge Construction

Mailing Address:

1221 N Main St, Fort Bragg, CA 95437

Inspection Type: Planned

Safety/Health: Safety

Scope: Complete

Close Conference: 07/25/2023

Advanced Notice: N

Emphasis: P:Mining, S:Mining

Ownership: Private

Case Closed:

Case Status: OPEN

Violation Summary

Violations/Penalties	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations				3		3
Current Violations				3		3
Initial Penalty	\$0	\$0	\$0	\$1,400	\$0	\$1,400
Current Penalty	\$0	\$0	\$0	\$1,120	\$0	\$1,120
FTA Penalty	\$0	\$0	\$0	\$0	\$0	\$0

Violation Items

#	Citation ID	Citation Type	Standard Cited	Issuance Date	Abatement Due Date	Current Penalty	Initial Penalty	FTA Penalty	Contest	Latest Event
1.	01001	Other	3212(A)(2)(A)	07/26/2023	08/30/2023	\$420	\$560	\$0		I - Informal Settlement
2.	01002	Other	7014(G)	07/26/2023		\$700	\$840	\$0		I - Informal Settlement
3.	02001	Other	4002(A)	07/26/2023	08/30/2023	\$0	\$0	\$0		I - Informal Settlement

Case Status: OPEN

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 1658239.015 – Wylatti Resource Management Inc

Inspection Information - Office: Ca Sacramento

Inspection Nr: 1658239.015

Report ID: 0950621

Date Opened: 03/22/2023

Site Address:

Wylatti Resource Management Inc
Hwy 128 Closer
Boonville, CA 95415

Union Status: NonUnion

SIC:

NAICS: 237310/ Highway, Street, and Bridge Construction

Mailing Address:

1221 N Main St, Fort Bragg, CA 95437

Inspection Type: Accident

Safety/Health: Safety

Scope: Partial

Close Conference: 08/17/2023

Advanced Notice: N

Emphasis:

Ownership: Private

Case Closed:

Related Activity

Type	Activity Nr	Safety	Health
Accident	2010105		

Case Status: OPEN

Violation Summary

Violations/Penalties	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1			1		2
Current Violations	1			1		2
Initial Penalty	\$20,250	\$0	\$0	\$485	\$0	\$20,735
Current Penalty	\$20,250	\$0	\$0	\$485	\$0	\$20,735
FTA Penalty	\$0	\$0	\$0	\$0	\$0	\$0

Violation Items

#	Citation ID	Citation Type	Standard Cited	Issuance Date	Abatement Due Date	Current Penalty	Initial Penalty	FTA Penalty	Contest	Latest Event	Notes
1.	01001	Other	3421(M)	08/17/2023		\$485	\$485	\$0	09/14/2023	C - Contested	
2.	02001	Serious	3427(C)(3)(C)	08/17/2023		\$20,250	\$20,250	\$0	09/14/2023	C - Contested	

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U.S. DEPARTMENT OF LABOR

Occupational Safety and Health Administration
 200 Constitution Ave NW
 Washington, DC 20210
 ☎ 1-800-321-OSHA
 1-800-321-6742
www.osha.gov

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**BIDDER INFORMATION
GSL PAVEMENT REHABILITATION
BID NO. 23-02**

IN THE CITY OF LAKEPORT, CALIFORNIA

BIDDER certifies that the following information is true and correct:

Name of Bidder: Wylatti Resource Management, Inc.
Business Address: P.O. Box 575, Covelo, CA 95428
Telephone: 707-983-8135 FAX: _____
E-mail: wylatti@gmail.com
Contractor's License No.: 934597 Date License Issued: 06/24/2009
License Expiration Date: 06/30/2025

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal: (Name / Title / Address / Telephone)

.....
.....
.....
.....

Any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows: (Type of Judgment / Date)

N/A
.....
.....
.....

All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows: (Principal / DBA's / Applicable Dates)

N/A
.....
.....

Prior Disqualification

Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No No. If yes, provide the following information. (If more than once, use separate sheets):

Date: _____ Entity: _____
Location: _____
Reason: _____
Provide Status and any Supplemental Statement: _____
.....
.....
.....

Has your firm been reinstated by this entity? Yes / No

Violations of Federal or State Law

A. Has your firm or its officers been assessed any penalties by any agency for noncompliance, violations of Federal or State labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes / No: No Federal / State: _____
If "yes", identify and describe, (including status): _____
.....
.....

Have the penalties been paid? Yes / No: _____

Type text here

B. Does your firm or its officers have any ongoing investigations by any AGENCY regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

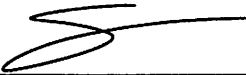
Yes / No: No Codes / Laws:..... Section / Article:.....

If "yes", identify and describe (including status):.....


.....

.....

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this 16th day of January, 2024 at Covelo, California.

Authorized Representative Signature and Title  Selby Ford, Corporate Secretary

Evidence of penalty assessment against Wylatti Resource Management, Inc. for non-compliance and violation of State Labor Code within the past 5 years.

Labor Commissioner, State of California Department of Industrial Relations Division of Labor Standards Enforcement 2031 Howe Avenue, Suite #100 Sacramento, CA 95825 TEL: (916) 263-3923 EMAIL: TPham@dir.ca.gov	Gavin Newsom, Governor  787RP
Foundation for Fair Contracting 3807 Pasadena Ave Ste. 150 Sacramento, CA 95821 40-72475-149	
DATE: April 29, 2022	In Reply Refer to Case No: 40-72475-149

NOTICE OF COMPLAINT CLOSED

Project Name Repair drainage system	Project No. 352136
Prime Contractor WYLATTI RESOURCE MANAGEMENT INC	
Subcontractor	

The complaint against the above-named contractor(s) is being closed for the following reason(s):

- ☒ Subject firm has satisfactorily paid all prevailing wages and/or penalties found due.
- ☐ The statute of limitations for the Labor Commissioner to prosecute California Public Work Law (Labor Code sections 1720 through 1861) has expired. Information for claimant please note: There are other legal claims which you may still pursue even though the statute of limitations has expired for the Labor Commissioner to enforce the public work provisions of the Labor Code. You may want to review the California Court of Appeals decision in the case of Tippet v Terich (1995), 37 Cal.App.4th 1517, 44Cal.Rptr.2d 862 and/or consult with an attorney to determine if you may pursue any of the legal actions discussed in the Tippet v Terich decision.
- ☐ There is insufficient evidence to confirm California Public Work Law was violated.
- ☐ Subject firm was not within the jurisdiction of California Public Work Law on this project.
- ☐ Other: _____
- _____
- _____
- _____

STATE LABOR COMMISSIONER

By Thuy Pham
 Thuy Pham
 Deputy Labor Commissioner



Eva Cruz-Huerta

From: Darbi Griffin
Sent: Thursday, June 23, 2022 2:34 PM
To: Eva Cruz-Huerta
Subject: FW: 40-72475-149 - Wylatti Resource Management, Inc. - 787RP

From: Cory Allbritton <Allbritton@ffccalifornia.com>
Sent: Monday, May 23, 2022 12:16 PM
To: Darbi Griffin <darbi@ffccalifornia.com>
Cc: Jesse Jimenez <Jimenez@ffccalifornia.com>
Subject: FW: 40-72475-149 - Wylatti Resource Management, Inc. - 787RP

Darbi,

Please apply \$240 for a collection on 787RP.
Thank you and have a wonderful day.

Kind regards,

Cory Allbritton

Field Representative
Foundation for Fair Contracting
3807 Pasadena Avenue, Suite 150
Sacramento, California 95821
Office (916) 487-7871; Fax (916) 487-0306; **Direct (916) 549-6373**

One Stop Solutions @ www.ffccalifornia.com



From: Pham, Thuy@DIR <TPham@dir.ca.gov>
Sent: Tuesday, May 17, 2022 3:21 PM
To: Cory Allbritton <Allbritton@ffccalifornia.com>
Subject: RE: 40-72475-149 - Wylatti Resource Management, Inc.

Hello,

The settlement amount was \$240.

Thuy

From: Cory Allbritton <Allbritton@ffccalifornia.com>
Sent: Thursday, May 12, 2022 8:52 AM
To: Pham, Thuy@DIR <TPham@dir.ca.gov>
Subject: 40-72475-149 - Wylatti Resource Management, Inc.

CAUTION: [External Email]

This email originated from outside of our DIR organization. Do not click links or open attachments unless you recognize the sender and know the content is expected and is safe. If in doubt reach out and check with the sender by phone.

Good morning Thuy,

I have received your notice of complaint closed letter for case no. 40-72475-149. Could you please provide the total amount that Wylatti Resource Management paid? Please let me know if you have any questions.

Kind regards,

Cory Allbritton

Field Representative
Foundation for Fair Contracting
3807 Pasadena Avenue, Suite 150
Sacramento, California 95821
Office (916) 487-7871; Fax (916) 487-0306; **Direct (916) 549-6373**

One Stop Solutions @ www.ffccalifornia.com



Labor Commissioner, State of California

Department of Industrial Relations
Division of Labor Standards Enforcement
2031 Howe Avenue, Suite #100
Sacramento, CA 95825
TEL: (916) 263-3923
EMAIL: TPham@dir.ca.gov

Gavin Newsom, Governor



Foundation for Fair Contracting
3807 Pasadena Ave Ste. 150
Sacramento, CA 95821
Attn: Cory Allbritton
40-70109-149

729RP

RECEIVED

DATE:
January 12, 2021

In Reply Refer to Case No:
40-70109-149

JAN 14 2021

NOTICE OF COMPLAINT CLOSEDFoundation for Fair
Contracting

Project Name 2017 Fire Damage Repairs on Potter Valley Roads	Project No. 3030-F1806504, 180100
Prime Contractor Wylatti Resource Management Inc.	
Subcontractor	

The complaint against the above-named contractor(s) is being closed for the following reason(s):

- ☒ Subject firm has satisfactorily paid all prevailing wages and/or penalties found due.
- ☐ The statute of limitations for the Labor Commissioner to prosecute California Public Work Law (Labor Code sections 1720 through 1861) has expired. Information for claimant please note: There are other legal claims which you may still pursue even though the statute of limitations has expired for the Labor Commissioner to enforce the public work provisions of the Labor Code. You may want to review the California Court of Appeals decision in the case of Tippet v Terich (1995), 37 Cal.App.4th 1517, 44Cal.Rptr.2d 862 and/or consult with an attorney to determine if you may pursue any of the legal actions discussed in the Tippet v Terich decision.
- ☐ There is insufficient evidence to confirm California Public Work Law was violated.
- ☐ Subject firm was not within the jurisdiction of California Public Work Law on this project.
- ☒ Other: **Contractor paid \$720.00**

STATE LABOR COMMISSIONER

By Thuy Pham
Thuy Pham
Deputy Labor Commissioner



Labor Commissioner, State of California

Department of Industrial Relations
Division of Labor Standards Enforcement
2031 Howe Avenue, Suite #100
Sacramento, CA 95825
TEL: (916) 263-3923
EMAIL: TPham@dir.ca.gov

Gavin Newsom, Governor



Foundation for Fair Contracting
3807 Pasadena Ave Ste. 150
Sacramento, CA 95821
Attn: Cory Allbritton
40-70154-149

730RP

RECEIVED

DATE:
December 9, 2020

In Reply Refer to Case No:
40-70154-149

DEC 14 2020

NOTICE OF COMPLAINT CLOSEDFoundation for Fair
Contracting

Project Name EFA - Emergency Force Account	Project No. 01A1993, DIR Project ID: 290315
Prime Contractor Wylatti Resource Management Inc.	
Subcontractor	


The complaint against the above-named contractor(s) is being closed for the following reason(s):

- ☒ Subject firm has satisfactorily paid all prevailing wages and/or penalties found due.
- ☐ The statute of limitations for the Labor Commissioner to prosecute California Public Work Law (Labor Code sections 1720 through 1861) has expired. Information for claimant please note: There are other legal claims which you may still pursue even though the statute of limitations has expired for the Labor Commissioner to enforce the public work provisions of the Labor Code. You may want to review the California Court of Appeals decision in the case of Tippet v Terich (1995), 37 Cal.App.4th 1517, 44Cal.Rptr.2d 862 and/or consult with an attorney to determine if you may pursue any of the legal actions discussed in the Tippet v Terich decision.
- ☐ There is insufficient evidence to confirm California Public Work Law was violated.
- ☐ Subject firm was not within the jurisdiction of California Public Work Law on this project.
- ☒ Other: Contractor paid \$ 18,560.00
- _____
- _____
- _____

STATE LABOR COMMISSIONER

By Thuy Pham
Thuy Pham
Deputy Labor Commissioner

ENTERED

Labor Commissioner, State of California Department of Industrial Relations Division of Labor Standards Enforcement 2031 Howe Avenue, Suite #100 Sacramento, CA 95825 TEL: (916) 263-3923 EMAIL: TPham@dir.ca.gov	Gavin Newsom, Governor  735RP RECEIVED
Foundation for Fair Contracting 3807 Pasadena Ave Ste. 150 Sacramento, CA 95821 Attn: Corry Allbritton 40-70236-149	
DATE: January 12, 2021	In Reply Refer to Case No: 40-70236-149

NOTICE OF COMPLAINT CLOSED

JAN 14 2021


Project Name Hearst Willits Road Culvert Replacement	Project No. 0
Prime Contractor Wylatti Resource Management Inc.	
Subcontractor	

Foundation for Fair Contracting

The complaint against the above-named contractor(s) is being closed for the following reason(s):

- ☒ Subject firm has satisfactorily paid all prevailing wages and/or penalties found due.
- ☐ The statute of limitations for the Labor Commissioner to prosecute California Public Work Law (Labor Code sections 1720 through 1861) has expired. Information for claimant please note: There are other legal claims which you may still pursue even though the statute of limitations has expired for the Labor Commissioner to enforce the public work provisions of the Labor Code. You may want to review the California Court of Appeals decision in the case of Tippet v Terich (1995), 37 Cal.App.4th 1517, 44Cal.Rptr.2d 862 and/or consult with an attorney to determine if you may pursue any of the legal actions discussed in the Tippet v Terich decision.
- ☐ There is insufficient evidence to confirm California Public Work Law was violated.
- ☐ Subject firm was not within the jurisdiction of California Public Work Law on this project.
- ☒ Other: Contractor paid \$4,514.15.
- _____
- _____
- _____

STATE LABOR COMMISSIONER

By 
 Thuy Pham
 Deputy Labor Commissioner



Labor Commissioner, State of California

Department of Industrial Relations
Division of Labor Standards Enforcement
2031 Howe Avenue, Suite #100
Sacramento, CA 95825
TEL: (916) 263-3923
EMAIL: TPham@dir.ca.gov

Foundation for Fair Contracting
3807 Pasadena Ave Ste. 150
Sacramento, CA 95821
Attn: Cory Allbritton
40-70151-149

DATE:
December 9, 2020

Gavin Newsom, Governor



736 RP

RECEIVED

In Reply Refer to Case No:
40-70151-149

DEC 14 2020

NOTICE OF COMPLAINT CLOSED

Foundation for Fair Contracting

Project Name Mendocino Coast TMDL Implementation Program	Project No. 32402 / D1613101
Prime Contractor Wylatti Resource Management Inc., a Corporation	
Subcontractor	

The complaint against the above-named contractor(s) is being closed for the following reason(s):

- ☒ Subject firm has satisfactorily paid all prevailing wages and/or penalties found due.
- ☐ The statute of limitations for the Labor Commissioner to prosecute California Public Work Law (Labor Code sections 1720 through 1861) has expired. Information for claimant please note: There are other legal claims which you may still pursue even though the statute of limitations has expired for the Labor Commissioner to enforce the public work provisions of the Labor Code. You may want to review the California Court of Appeals decision in the case of Tippet v Terich (1995), 37 Cal.App.4th 1517, 44Cal.Rptr.2d 862 and/or consult with an attorney to determine if you may pursue any of the legal actions discussed in the Tippet v Terich decision.
- ☐ There is insufficient evidence to confirm California Public Work Law was violated.
- ☐ Subject firm was not within the jurisdiction of California Public Work Law on this project.
- ☒ Other: Contractor paid \$6,240.00

STATE LABOR COMMISSIONER

By

A blue ink signature of Thuy Pham.

Thuy Pham
Deputy Labor Commissioner



Labor Commissioner, State of California

Department of Industrial Relations
Division of Labor Standards Enforcement
2031 Howe Avenue, Suite #100
Sacramento, CA 95825
TEL: (916) 263-3923
EMAIL: TPham@dir.ca.gov

Gavin Newsom, Governor



Foundation for Fair Contracting
3807 Pasadena Ave Ste. 150
Sacramento, CA 95821
Attn: Cory Allbritton
40-70148-149

737RP

RECEIVED

DATE:
December 9, 2020

In Reply Refer to Case No:
40-70148-149

DEC 14 2020

NOTICE OF COMPLAINT CLOSEDFoundation for Fair
Contracting

Project Name Oak Manor Joint Trench Project	Project No. 18-07
Prime Contractor Wylatti Resource Management Inc., a corporation	
Subcontractor	

The complaint against the above-named contractor(s) is being closed for the following reason(s):


- ☒ Subject firm has satisfactorily paid all prevailing wages and/or penalties found due.
- ☐ The statute of limitations for the Labor Commissioner to prosecute California Public Work Law (Labor Code sections 1720 through 1861) has expired. Information for claimant please note: There are other legal claims which you may still pursue even though the statute of limitations has expired for the Labor Commissioner to enforce the public work provisions of the Labor Code. You may want to review the California Court of Appeals decision in the case of Tippet v Terich (1995), 37 Cal.App.4th 1517, 44Cal.Rptr.2d 862 and/or consult with an attorney to determine if you may pursue any of the legal actions discussed in the Tippet v Terich decision.
- ☐ There is insufficient evidence to confirm California Public Work Law was violated.
- ☐ Subject firm was not within the jurisdiction of California Public Work Law on this project.
- ☒ Other: **Contractor paid \$ 1,920.00**

STATE LABOR COMMISSIONER

By

A blue ink signature of Thuy Pham.
Thuy Pham
Deputy Labor Commissioner

ENTERED

Labor Commissioner, State of California Department of Industrial Relations Division of Labor Standards Enforcement 2031 Howe Avenue, Suite #100 Sacramento, CA 95825 TEL: (916) 263-3923 EMAIL: TPham@dir.ca.gov	Gavin Newsom, Governor  738RP RECEIVED DEC 14 2020
Foundation for Fair Contracting 3807 Pasadena Ave Ste. 150 Sacramento, CA 95821 Attn: Cory Allbritton 40-70322-149	
DATE: December 9, 2020	In Reply Refer to Case No: 40-70322-149

NOTICE OF COMPLAINT CLOSED

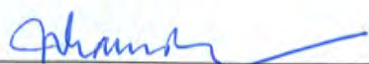
Foundation for Fair Contracting

Project Name South Fork Ten Mile Estuary Habitat Enhancement Project	Project No. DIR Project ID: 243583
Prime Contractor Wylatti Resource Management Inc.	
Subcontractor	

The complaint against the above-named contractor(s) is being closed for the following reason(s):

- ☒ Subject firm has satisfactorily paid all prevailing wages and/or penalties found due.
- ☐ The statute of limitations for the Labor Commissioner to prosecute California Public Work Law (Labor Code sections 1720 through 1861) has expired. Information for claimant please note: There are other legal claims which you may still pursue even though the statute of limitations has expired for the Labor Commissioner to enforce the public work provisions of the Labor Code. You may want to review the California Court of Appeals decision in the case of Tippet v Terich (1995), 37 Cal.App.4th 1517, 44Cal.Rptr.2d 862 and/or consult with an attorney to determine if you may pursue any of the legal actions discussed in the Tippet v Terich decision.
- ☐ There is insufficient evidence to confirm California Public Work Law was violated.
- ☐ Subject firm was not within the jurisdiction of California Public Work Law on this project.
- ☒ Other: Contractor paid \$4,160.00
- _____
- _____
- _____

STATE LABOR COMMISSIONER

By 
 Thuy Pham
 Deputy Labor Commissioner



Labor Commissioner, State of California

Department of Industrial Relations
Division of Labor Standards Enforcement
2031 Howe Avenue, Suite #100
Sacramento, CA 95825
TEL: (916) 263-3923
EMAIL: TPham@dir.ca.gov

Foundation for Fair Contracting
3807 Pasadena Ave Ste. 150
Sacramento, CA 95821
Attn: Cory Allbritton
40-70132-149

DATE:
December 9, 2020

Gavin Newsom, Governor



739RP

RECEIVED

In Reply Refer to Case No:
40-70132-149

DEC 14 2020

NOTICE OF COMPLAINT CLOSED


Foundation for Fair
Contracting

Project Name Remove slide debris, repair slope & drainage, restore roadway, erosion control	Project No. DIR: 277337
Prime Contractor Wylatti Resource Management Inc.	
Subcontractor	

The complaint against the above-named contractor(s) is being closed for the following reason(s):


- ☒ Subject firm has satisfactorily paid all prevailing wages and/or penalties found due.
- ☐ The statute of limitations for the Labor Commissioner to prosecute California Public Work Law (Labor Code sections 1720 through 1861) has expired. Information for claimant please note: There are other legal claims which you may still pursue even though the statute of limitations has expired for the Labor Commissioner to enforce the public work provisions of the Labor Code. You may want to review the California Court of Appeals decision in the case of Tippet v Terich (1995), 37 Cal.App.4th 1517, 44Cal.Rptr.2d 862 and/or consult with an attorney to determine if you may pursue any of the legal actions discussed in the Tippet v Terich decision.
- ☐ There is insufficient evidence to confirm California Public Work Law was violated.
- ☐ Subject firm was not within the jurisdiction of California Public Work Law on this project.
- ☒ Other: Contractor paid \$ 25,760.00

STATE LABOR COMMISSIONER

By 
Thuy Pham
Deputy Labor Commissioner

ENTERED

Evidence of ongoing investigations by any agency
against Wylatti Resource Management, Inc. for State
Labor Code violations.

Labor Commissioner, State of California Department of Industrial Relations Division of Labor Standards Enforcement Bureau of Field Enforcement- Public Works 2031 Howe Avenue, Suite #100 Sacramento, CA 95825 TEL: (916) 263-6675 EMAIL: MNolasco@dir.ca.gov		Gavin Newsom, Governor  928RP	
FFC 3807 Pasadena Ave., Ste 150 Sacramento, CA 95821			
DATE: May 26, 2023		In Reply Refer to Case No: 40-76294-766	

RECEIVED

CASE ASSIGNMENT LETTER

JUN - 2 2023

Project Name 04-Son-101-R55.8	Awarding Body California Department of Transportation (Caltrans)	Project No. 0	DIR Project ID 409302
Prime Contractor WYLATTI RESOURCE MANAGEMENT, INC.			
Subcontractor			

Foundation for Fair Contracting

Please be advised that I have been assigned to investigate your complaint against the above named contractor.

Any additional information should be directed to my attention, in writing. Please reference the case number on all correspondence.

You will be kept advised of the progress of this investigation as needed and of the final disposition in this matter.

STATE LABOR COMMISSIONER

By Maritza Nolasco
 Maritza Nolasco
 Deputy Labor Commissioner



January 25, 2024

Olivia Grupp
City of Lakeport
225 Park Street
Lakeport, CA 95453



RE: Response Requested for FFC Bid Advisory

Ms. Grupp,

In response to the protest letter drafted by the Foundation for Fair Contracting (FFC), Wylatti Resource Management, Inc. (WRM) believes that the issues presented by the FFC in no way resulted in WRM providing an "unbalanced bid". WRM is prospective low bidder, above engineers estimate by 0.4% and below second place Nelson Construction by a margin of 3% and third place Consolidated Engineering by 3.6%. This is in no way representative of the FFC's claim of an "unbalanced bid".

As for the claims that the FFC presents, we will address these in bullet format as they have been presented to us:

- *Ongoing Violations of Prevailing Wage Laws*
WRM has one 'ongoing' case against it in relation to the State Labor Code, a complaint filed by the FFC. As this case is ongoing and no judgement has been issued, as of now it is an allegation not a violation.
- *Evidence of Penalty Assessment Against (WRM) for Non-Compliance of State Labor Code*
All of the State Labor Code violations that the FFC cites in their protest state: "**Subject firm (WRM) has satisfactorily paid all prevailing wages and /or penalties found due**". No protests were filed by WRM in response to these penalties. These violations occurred in a time of growth and staffing turnover and have since been remedied. We have hired more competent staff and remain dedicated to staying on top of the most current State Labor Laws.
- *Failure to Comply with Workforce Development and Formal Apprenticeship Programs*
The FFC states in their protest that "Wylatti has not made a good faith effort to participate in Local Workforce Development, nor have they participated in local hiring of workers in the community through **formal** and recognized pre-apprenticeship programs..." WRM was started in rural Covelo CA and has since expanded to have its main office in Willits. Of the 80 employees employed by WRM, 99% of them live either in Lake or Mendocino Counties. The only allegation that the FCC is making is that we do not use the **formal** programs, programs that most union companies would use. Instead, we do it the old-fashioned way. We hire people face to face giving them full prevailing wages for whatever trade they fall under on public works projects. We provide opportunities, training new hires at **our** risk. It is important to note that this very GSL contract will have three foremen (Paving, Concrete, Traffic Control), all of whom were hired with zero experience in the relative trade by WRM when they started their construction careers (apprentices) and each from Redwood Valley, Covelo, and Ukiah respectively.

The violations that the FFC points towards under Labor Code 1777.5 and 1777.7 in their protest have to do again with the aforementioned staffing turnover and rehiring. The forms (DAS 140 and 142) were not timely submitted; thus, the **formal** apprenticeship programs were not made aware of our work. All fines were paid in full without protest. WRM has since ensured compliance with this program through rehire and training.

- *Air Quality Regulation Violations*

The alleged violation that the FFC is referring to took place between 2008 and 2009 (having to do with smoke emissions testing) and was settled in 2010 for the amount of \$5,000 with no protest. Since, our fleet has grown without any violations in the past 13 years.

- *OSHA Violations Resulting in Fines Issued*

WRM has had (2) alleged OSHA violations of record. The first has to do with minor building repairs at the Geo Aggregates Concrete Plant in Fort Bragg (Under the Wylatti Enterprises Umbrella). These repairs (leaky roof, hole in floor) were immediately fixed following the citations and the case settled.

The second alleged violation took place with a member of our tree crew on a Caltrans Emergency project. Following the incident, WRM hired a third party outside consultant to revamp the tree division's Safety Management Program. Since then, all members of the tree crew have undergone labor specific training given by the outside consultant. This violation is still in the appeals process.

- *Failure to Comply with Bid Specifications/Non-Disclosure of State/Federal Law Violations*

WRM inadvertently marked 'No' to two questions on the Bidder Information form. The two questions with the correct information are set in the Attachment hereto.

The incorrect responses to the two questions on the Bidder Information Form are not material elements of the contract specifications. Legal counsel has informed us that the City has the authority to waive inconsequential variances from the bidding documents. (see *Bay Cities Paving & Grading, Inc. v. City of San Leandro* (20140 223 Cal.App. 4th 1181) In our case, the incorrect responses do not affect WRM's bid, including bonding and insurance requirements. Since the mistake in the Bidder Information Form does not impact WRM's bid in any way whatsoever, WRM has no basis to back out of its bid. WRM has no advantage or benefit from its inconsequential error.

As to the violations of law, and the correct responses to the questions, all of the labor Commissioner rulings, except for the \$240 penalty, were resolved by January 2021 before my (Selby Ford, Corporate Secretary) employment (June 7, 2021) with WRM.

WRM has a proven record of experience, fitness, and capacity to perform public works contracts. In 2023 Caltrans invited us to be Speaking Participants on the North Region (D1, D2, & D3) Caltrans Contractor's Boot Camp panel due to our safety, integrity, and workplace efficiencies proven through our numerous and successful contracts with them. A panel shared jointly with Granite, Ghilotti, Golden State Bridge and Flat Iron Construction, and a panel for which we have been asked to speak on again this coming February 2024. Wylatti Resource Management stands by its *balanced bid* and is prepared to do the work for the contracted price.

**BIDDER INFORMATION
GSL PAVEMENT REHABILITATION
BID NO. 23-02**

IN THE CITY OF LAKEPORT, CALIFORNIA

BIDDER certifies that the following information is true and correct:

Name of Bidder: Wylatti Resource Management, Inc.
Business Address: PO Box 575, Covelo CA 95428
Telephone: 707-983-8135 FAX: _____
E-mail: wylatti@gmail.com
Contractor's License No.: 934597 Date License Issued: 06/24/2009
License Expiration Date: 06/30/2025

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal: (Name / Title / Address / Telephone)

Any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows: (Type of Judgment / Date)

N/A

All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows: (Principal / DBA's / Applicable Dates)

N/A

Prior Disqualification

Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No No. If yes, provide the following information. (If more than once, use separate sheets):

Date: _____ Entity: _____
Location: _____
Reason: _____
Provide Status and any Supplemental Statement: _____

Has your firm been reinstated by this entity? Yes / No _____

Violations of Federal or State Law

A. Has your firm or its officers been assessed any penalties by any agency for noncompliance, violations of Federal or State labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes / No: ~~No~~ Yes Federal / State: _____
If "yes", identify and describe, (including status): _____

See Attached

Have the penalties been paid? Yes / No: Yes

Type text here

B. Does your firm or its officers have any ongoing investigations by any AGENCY regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

Yes / No: ~~No~~ **Yes** Codes / Laws:..... Section / Article:.....

If "yes", identify and describe (including status):.....

See Attached

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this 16th day of January, 2024 at Covelo, California.

Authorized Representative Signature and Title



Selby Ford, Corporate Secretary

Attachment to "Bidder Information GSL Pavement Rehabilitation Bid NO. 23-02"

Has your firm or its officers been assessed any penalties by any agency for noncompliance violations of Federal or State labor laws and/or business licensing within the past five (5) years relating to your construction projects?

Job - DIR Number	Description	Status-Date
Repair Drainage System Pr. No. 352136	Labor Code 1777.7	Closed 04/29/2022
2017 Fire Damage Repairs in Potter Valley - 180100	Labor Code 1777.7	Closed 1/12/2021
Hearst Willits Road	Labor Code 1777.7	Closed 1/12/2021
Caltrans Emergency Force Account- 290315	Labor Code 1777.7	Closed 12/09/2020
Mendocino Coast Conservation District - 255304	Labor Code 1777.7	Closed 12/09/2020
Ukiah Oak Manor - 276051	Labor Code 1777.7	Closed 12/09/2020
South Fork Ten Mile Enhancement - 243583	Labor Code 1777.7	Closed 12/09/2020
Caltrans 01-A1963 - 277337	Labor Code 1777.7	Closed 12/09/2020
Caltrans 01-A1963 - 277337	Labor Code 1775	Closed 12/09/2020
Caltrans 01-A1963 - 277337	Training Funds Due	Closed 12/09/2020
Caltrans Emergency Force Account- 275845	Labor Code 1777.7	Closed 6/18/2020

Does your firm or its officers have any ongoing investigations by any Agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

Job - DIR Number	Description	Status- As of Date
Caltrans 04-1K7504 - 409302	TBD	Ongoing - 05/26/2023



NORCAL CONSTRUCTION INDUSTRY COMPLIANCE



P.O. Box 340596
Sacramento, CA 95834



916.993.2051



www.norcalcic.org
info@norcalcic.org

JOINT LABOR MANAGEMENT COOPERATION COMMITTEE

January 23, 2024

Olivia Grupp
Project Manager
City of Lakeport
225 Park Street, Lakeport, CA 95453
ogrupp@cityoflakeport.com

Re: GSL Pavement Rehabilitation (Bid No. 23-02); Bid Advisory Regarding Wylatti Resource Management, Inc.

This bid advisory is submitted by NorCal Construction Industry Compliance (herein "NCIC"), a joint labor-management organization formed pursuant to the Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a). NCIC is committed to ensuring a level playing field for contractors and workers by promoting equitable contracting, and ensuring compliance with all applicable state and federal labor laws governing the construction industry.

INTRODUCTION

NCIC monitors local construction projects to help ensure that fair and open competitive bidding practices are utilized and that taxpayers get the best value for their tax dollars. This is important because the policies underlying our State's competitive bidding laws not only foster fairness among bidders, but also protect the public trust.

Fair competitive bidding acts as a "guard against favoritism, improvidence, extravagance, fraud, and corruption; to prevent the waste of public funds; and to obtain the best result for the public."¹ "Competitive bidding laws are passed for the benefit and protection of the taxpaying public, not for the benefit and enrichment of bidders."² Proper enforcement of these laws results in more responsible contractors bidding and performing public works jobs, reduces instances of health and safety problems, promotes the timely completion of the contracted work, and helps to ensure the final product is of the highest quality and value for the taxpayer dollar.

The City of Lakeport ("City") opened bids for the GSL Pavement Rehabilitation ("Project") on January 16th, 2024. Wylatti Resource Management, Inc. ("Wylatti") is the apparent low bidder

¹ *M & B Const. v. Yuba County Water Agency* (1999) 68 Cal.App.4th 1353, 1360; *see also Domar Electric, Inc. v. City of Los Angeles* (1994) 9 Cal.4th 161, 170-171.

² *Id.*

on the Project. NCIC has several concerns about Wylatti's history of prior violations, which are set forth in detail below.

In considering whether to accept Wylatti's bid, NCIC urges the City to conduct a factual inquiry to determine whether Wylatti qualifies as a "responsive" and "responsible" bidder as required by law. As explained below, NCIC believes that Wylatti may not be a responsible bidder given its recent history of State Water Resources Control Board ("State Water Board") and Occupational Safety and Health Administration ("OSHA") violations.

DISCUSSION

1. Wylatti May Not Be a "Responsible" Bidder as Required by the Public Contract Code

In addition to requiring that the bids submitted be responsive, the Public Contract Code also requires the bidder to be responsible.³ The Public Contract Code defines a responsible bidder as a "bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract."⁴

Wylatti has the following documented litigation history of violations with the State Water Board, and OSHA. NCIC is therefore concerned that, based on its history and violations, Wylatti lacks the qualities of a responsible bidder. NCIC urges the City to conduct a thorough factual investigation into Wylatti's responsibility, including obtaining more specific information about the following:

A. State Water Board Violation

- a. According to the attached Administrative Civil Liability ("ACL") Order in the matter of failure to file Supplemental Statement of Water Diversion and Use for the 2021 through 2022 reporting year, it was alleged by the State Water Board that Wylatti failed to file their supplemental statement(s) for the subject water right(s) by February 1, 2023. Furthermore, on August 11, 2023, the State Water Board issued a Notice of Violation informing Wylatti that the supplemental statement(s) had not been received, and that if the delinquent supplemental statement(s) were filed by August 25, 2023, then the State Water Board would not issue a complaint. However, as of September 5, 2023, Wylatti had not filed the supplemental statement(s) for the subject claim of water right(s), and according to the ACL, the supplemental statement(s) were 216 days late resulting in a maximum administrative civil liability of \$108,000.00.

B. OSHA Violations

³ *Konica Bus. Machines U.S.A. Inc. v Regents of Univ. of California* (1988) 206 Cal.App.3d 449, 454 ("A basic rule of competitive bidding is that bids must conform to specifications, and if a bid does not so confirm, it may not be accepted.")

⁴ Public Contract Code §22032.

- a. A review of publicly available information from the federal OSHA database shows Wylatti had a serious accident⁵ on March 22, 2023, resulting in \$20,735.00 in penalties. The following safety violations were found during OSHA's inspection:
 1. §3421 (M) Injury and Illness Prevention Program
 2. §3427 (C)(3)(C) Safe Work Procedures (**Serious**)
- b. A review of publicly available information from the federal OSHA database shows there were numerous violations found during a planned safety inspection⁶ on April 12, 2023 resulting in \$1,120.00 in penalties. The following safety violations were found during OSHA's inspection:
 1. §3212 (A)(2)(A) Floor Openings, Floor Holes, Skylights and Roof
 2. §7014(G) Private Roads

CONCLUSION

Adequately investigating issues of non-responsibility goes to the heart of the City's fiduciary responsibility to taxpayers. In light of the issues described above, NCIC respectfully requests that the City exercise its fiduciary responsibility by rejecting Wylatti's bid. The City should investigate Wylatti's recent violations to determine whether they should be considered a "responsible" bidder.

If the City finds that Wylati is not a responsible bidder, the City must either award the Project to the next lowest bidder, Nelson Construction or reject all bids and commence a new round of bidding for the Project.

Please provide a response to this bid advisory by January 26, 2024, that indicates what steps the City will take to fulfill its fiduciary responsibility and to ensure compliance with state competitive bidding laws. We look forward to your response.

Thank you for your time and consideration of this very important matter.

Sincerely,



Matt Hilliard
Senior Compliance Agent
NorCal Construction Industry Compliance (NCIC) (JLMCC)
Cell: (650) 622-2066

⁵ OSHA Inspection Number 1658239.015.

⁶ OSHA Inspection Number 166036.015.

Sent via email to: ogrupp@cityoflakeport.com

CC:

Michael Froio, Mayor, mfroio@cityoflakeport.com

Stacey Mattina, Council Member, smattina@cityoflakeport.com

Brandon Disney, Council Member, bdisney@cityoflakeport.com

Kenneth "Kenny" Parlet, II, Council Member, kparlet@cityoflakeport.com

Kim Costa, Mayor Pro Tem, kcosta@cityoflakeport.com

Attachments:

1. Wylatti Bid Proposal
2. California Environmental Protection Agency State Water Resources Control Board, Administrative Civil Liability Order/Complaint
3. Search Results from the OSHA database

**GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

BIDDERS' CHECKLIST

This checklist has been prepared and furnished to aid bidders in including all necessary supporting information with their bid. Bidders' submittals should include, but are not limited to the following:

	CHECKED
1. Bid Proposal	<u>X</u>
2. Bid Schedule	<u>X</u>
3. Bid Bond	<u>X</u>
4. Bid Guarantee	<u>X</u>
5. Bidder Information	<u>X</u>
6. Experience Statement	<u>X</u>
7. Designation of Suppliers and Subcontractors	<u>X</u>
8. Equal Employment Opportunity Certification	<u>X</u>
9. Debarment and Suspension Certification	<u>X</u>
10. Public Contract Code Questionnaire (Check "has" or "has not": check "Yes" or "No" box)	<u>X</u>
11. Non-Lobbying Certification	<u>X</u>
12. Non-Collusion Affidavit	<u>X</u>
13. Authority to Sign Bid Proposal (if applicable)	<u>X</u>
14. Power of Attorney (if required)	<u>X</u>
15. Disclosure of Lobbying Activities	<u>X</u>
16. Statement Regarding Insurance Coverage	<u>X</u>
17. Workers' Compensation Insurance Certificate	<u>X</u>
18. Statement Regarding Contractor's Licensing Laws	<u>X</u>

**NOTICE INVITING SEALED BIDS
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Lakeport as AGENCY, invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 225 Park Street, Lakeport, CA 95453 up to the hour of 2:00 p.m., on the 16th day of January, 2024. The bids will be publicly opened and read at 2:00 p.m. on the 16th day of January, 2024, in the Lakeport City Hall Council Chambers. Bids received after the time specified will be returned unopened.

General work description: The project consists of rehabilitating the existing pavement on Green Street, Sayre Street, Hillcrest Drive and Loch Drive. The work consists of removing and replacing concrete curb, gutter, sidewalk, installing ADA complaint curb ramps, cold planing, full-depth reclamation-cement, HMA paving, protecting and adjusting utilities, pavement markings and all other necessary work to complete the project per the contract plans and special provisions.

The project will not commence before April 15, 2024, weather dependent. Work shall be completed within 30 working days. The estimated cost of the work is \$432,000.

Copies of the documents may be viewed for information only at the City of Lakeport website at https://www.cityoflakeport.com/bid_opportunities.php under GSL PAVEMENT REHABILITATION. Copies of the plans, specifications, and contract documents necessary to submit a bid are available electronically by contacting Linda Sobieraj (lsobieraj@cityoflakeport.com) or Olivia Grupp (ogrupp@cityoflakeport.com) by email or calling 707-263-5615. You will be required to provide complete contact information for the Bidder's List which will be posted online with other project information. To submit a bid, you must request plans, specifications and bid forms as indicated herein. Only bids submitted on the official printed documents will be accepted.

There will be a non-mandatory pre-bid meeting held Wednesday, January 3, 2024 at 2:00 pm. The meeting will take place at the project site on the corner of Green Street and Sayre Street in Lakeport, CA.

Questions about alleged patent ambiguity of the plans, specifications, or estimate must be submitted in writing prior to 5 PM on January 5, 2024. After this time, the City will not consider these questions as bid questions. All bidder's inquiries must be submitted in writing to Olivia Grupp at ogrupp@cityoflakeport.com.

Bids must be prepared on the approved bid forms in conformance with INSTRUCTIONS TO BIDDERS and submitted in envelopes sealed and plainly marked on the outside:

"SEALED BID FOR GSL PAVEMENT REHABILITATION
BID NO. 23-02
DO NOT OPEN WITH REGULAR MAIL"

The bid must be accompanied by a bid guarantee in the amount of 10% of the total bid by 2:00 p.m. ON THE DATE ADVERTISED FOR THE OPENING OF BIDS. More specifically, pursuant to Public Contract Code §§ 20170 and 20171, all bids for the project shall be presented, under sealed cover and shall be accompanied by one of the following forms of bidder's security in the amount of ten percent (10%) of the bid: (a) cash; (b) a cashier's check made payable to the City of Lakeport; (c) a certified check made payable to the City of Lakeport; or (d) a bidder's bond executed by an admitted surety insurer made payable to the City of Lakeport. Such security shall be forfeited should the successful bidder to whom the

contract is awarded fails to timely execute the contract and to deliver the necessary bonds and insurance certificates as specified in the contract documents.

In accordance with the provisions of California Public Contract Code § 3300, and Business and Professions Code § 7028.15(e), the Agency has determined that the contractor shall possess a valid Class A contractor's license at the time that the contract is awarded. Failure to possess the specified license shall render a bidder's bid as non-responsive and shall bar award of the contract to any bidder not possessing the specified license at the time of the award.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CA 95826. At the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material shall not be made unless and until the Registrar of Contractors verifies to the Agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder. (Public Contract Code § 20103.5)

CONTRACTORS AND SUBCONTRACTORS ARE ALSO REQUIRED TO BE REGISTERED WITH THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS FOR ANY BID PROPOSAL SUBMITTED ON OR AFTER MARCH 1, 2015, AND FOR ANY CONTRACT FOR PUBLIC WORK ENTERED INTO ON OR AFTER APRIL 1, 2015. A contractor or subcontractor shall not be qualified to bid on, be listed on a bid proposal for, or perform any public work contract unless it is currently registered with the California Department of Industrial Relations as described in Labor Code § 1725.5.

To the extent applicable, at any time during the term of the Agreement for the proposed project, the successful bidder may, at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

Pursuant to California Civil Code § 9550, a payment bond is required to be submitted for all projects estimated in excess of \$25,000.00

The Agency has determined that the proposed project is a public works subject to the provisions of Labor Code § 1720 thereby requiring the Contractor to pay the prevailing wage rates for all work performed under the Contract. Accordingly, the proposed project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

The Director of the California Department of Industrial Relations determines the general prevailing wage rates. Obtain the wage rates at the DIR Web site, <http://www.dir.ca.gov/DLSR/PWD>, or from the City's Engineering Division. The project is subject to Department of Labor prevailing wages and requires the payment of the highest wage between the DIR and DOL rates. All provisions of the Department of Labor must be followed and other funding requirements as provided in Section A of the bid package and Exhibit A of the Articles of Agreement.

The City of Lakeport reserves the right to reject any and all bids.

The contract shall be awarded based on the lowest responsible bid.

Bid Items and Estimated Quantities
(Not to be Used for Bidding Purposes)
GSL PAVEMENT REHABILITATION
BID NO. 23-02

Bid Items

Item	Description	Unit	Quantity
1	Mobilization	LS	--
2	Traffic Control	LS	--
3	WPCP	LS	--
4	4" R&R Sidewalk	SF	1,275
5	R&R Curb and Gutter	LF	247
6	Truncated Domes	SF	75
7	Curb Behind Sidewalk	LF	100
8	Install Root Barrier	LF	70
9	Remove Sidewalk, Backfill w/ Topsoil	SF	80
10	1/2" HMA- PG 64-16	TN	990
11	Cold Plane 2.5"	SF	36,991
12	Cold Plane 3"	SF	3,000
13	Cold Plane 4" x 4 feet wide	SF	2,180
14	FDR-C (10")	SF	15,152
15	Misc Paving	SF	56
16	HMA Dike (Type E)	LF	612
17	Lower & Adjust Manholes	EA	3
18	Lower & Adjust Water Valves	EA	7
19	Survey Monument Preservation	EA	1
20	12" White Thermoplastic	LF	83
21	Thermoplastic STOP Legend	EA	6
22	Blue Reflective Markers	EA	3

ENGINEERING DIVISION

**BID PROPOSAL
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

The undersigned, as bidder, declares that he/she has examined all of the contract documents, attachments, exhibits, manuals and specifications contained in this project manual for the above referenced project, and that he/she will contract with the Agency on the form of contract provided herewith to do everything necessary for the fulfillment of this contract at the price, and on the terms and conditions therein contained. The following are included and are to be considered as forming a part of this proposal: **BID PROPOSAL, BID SCHEDULE, BID BOND, BID GUARANTEE** (if submitted in lieu of Bid Bond), **BIDDER INFORMATION, EXPERIENCE STATEMENT, DESIGNATION OF SUPPLIERS & SUBCONTRACTORS, EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION, DEBARMENT AND SUSPENSION CERTIFICATION, PUBLIC CONTRACT CODE QUESTIONNAIRE (SECTION 10232 AND 10285.1 STATEMENTS), NON-LOBBYING CERTIFICATION, NONCOLLUSION AFFIDAVIT, AUTHORITY TO SIGN BID PROPOSAL** (if applicable), **POWER OF ATTORNEY** (if required), **DISCLOSURE OF LOBBYING ACTIVITIES, STATEMENT REGARDING INSURANCE COVERAGE, WORKERS' COMPENSATION INSURANCE CERTIFICATE, STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS, AND DISADVANTAGED BUSINESS AND SECTION 3 BID REQUIREMENTS.**

Contractor acknowledges receipt and inclusion of addenda 1 to 1 into this bid proposal and the contract documents.

Attached is a Bid Bond duly completed by a guarantee company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of this proposal, or alternatively, there is attached a certified or cashier's check payable to the Agency or evidence of a cash payment to the Agency, in the amount of at least 10% of the total amount of our proposal.


If this proposal is accepted, we agree to sign the contract form and to furnish the Performance Bond and the Payment Bond (each to be 100% of the bid amount), the Maintenance Bond (to be 50% of the bid amount), and the required evidences of insurance within ten (10) calendar days after receiving written Notice of Award of Contract.

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the Agency, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in **SECTION E - TIME OF COMPLETION.**

NAME OF BIDDER: Wylatti Resource Management, Inc.

MAILING ADDRESS: PO Box 575
Covelo, CA 95428

STATE OF INCORPORATION: California

AUTHORIZED SIGNATURE: 

TITLE: Selby Ford, Corporate Secretary

DATE: 01/16/2024

(If Company is a corporation, provide corporate resolution per **B 1.06 PROPOSAL.**)

**BID SCHEDULE
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION E-SPECIAL PROVISIONS**. The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The Agency reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the Agency.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. The Contractor shall be responsible for verifying all estimated quantities. The Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents, including addenda, and shown on the plans to neat line and grade.

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The Contractor shall be responsible for calculating and providing totals for the bid schedule. The proposal schedule shall include all costs for labor, services, material, equipment, and installation associated with completing the work in place per the plans, specifications and details.

NAME OF BIDDER:

Wylatti Resource Management, Inc.

CONTRACTOR'S LICENSE NO.:

934597

CONTRACTOR'S DIR REGISTRATION NO.:

1000001453

CONTRACTOR'S SAM.GOV DUNS/UEI NO.: *Not applicable for this contract*

AUTHORIZED SIGNATURE:



TITLE:

Selby Ford, Corporate Secretary

DATE:

01/16/2024

BID SCHEDULE (Continued)

**GSL PAVEMENT REHABILITATION
 BID NO. 23-02
 IN THE CITY OF LAKEPORT, CALIFORNIA**

The Contractor shall be responsible for calculating and providing unit prices for the bid schedule. The bid schedule shall include all costs for services, labor, materials, equipment, and installation associated with completing the work in place per the plans, specifications and details.

GSL PAVEMENT REHABILITATION					
BID NO. 23-02					
Bid Schedule-ADDENDUM 1					
Item	Description	Unit	Quantity	Unit Price	Extension
1	Mobilization	LS	--	\$32,255.54	\$32,255.54
2	Traffic Control	LS	--	\$22,629.09	\$22,629.09
3	WPCP	LS	--	\$2,794.11	\$2,794.11
4	4" R&R Sidewalk	SF	1,275	\$27.06	\$34,501.50
5	R&R Curb and Gutter	LF	220	\$76.52	\$16,834.40
6	Truncated Domes	SF	75	\$34.29	\$2,571.75
7	Curb Behind Sidewalk	LF	100	\$77.00	\$7,700.00
8	Install Root Barrier	LF	70	\$58.95	\$4,126.50
9	Remove Sidewalk, Backfill w/ Topsoil	SF	80	\$9.63	\$770.40
10	1/2" HMA- PG 64-16	TN	990	\$193.81	\$191,871.90
11	Cold Plane 2.5"	SF	36,991	\$0.53	\$19,605.23
12	Cold Plane 3"	SF	15,152	\$0.64	\$9,697.28
13	Cold Plane 3" x 4 feet wide	SF	2,180	\$1.80	\$3,924.00
14	FDR-C (10")	SF	15,152	\$4.02	\$60,911.04
15	Misc Paving	SF	56	\$17.86	\$1,000.16
16	HMA Dike (Type E)	LF	612	\$16.93	\$10,361.16
17	Lower & Adjust Manholes	EA	3	\$1,900.00	\$5,700.00
18	Lower & Adjust Water Valves	EA	7	\$1,000.00	\$7,000.00
19	Survey Monument Preservation	EA	1	\$5,000.00	\$5,000.00
20	12" White Thermoplastic	LF	83	\$17.65	\$1,464.95
21	Thermoplastic STOP Legend	EA	6	\$470.59	\$2,823.54
22	Blue Reflective Markers	EA	3	\$35.30	\$105.90
23	Cross Gutter	SF	10	\$46.49	\$464.90
Total					

Bid Schedule Total: \$444,113.35

Bid Schedule Total (in words): Four Hundred Forty Four Thousand One Hundred Thirteen

Dollars and Thirty Five Cents

Wylatti Resource Management, Inc. 01/16/2024

(Company Name of Bidder)

(Date)

**BID BOND
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

KNOW ALL MEN BY THESE PRESENTS that Bidder Wylatti Resource Management, Inc., as PRINCIPAL, and United Fire and Casualty Company, as SURETY, are held and firmly bound unto the City of Lakeport as AGENCY, in the penal sum of Ten percent of the amount of the bid dollars (\$ 10%), which is ten percent (10%) of the total amount bid by PRINCIPAL to AGENCY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which the AGENCY may accept such Bid; and said SURETY does hereby waive notice of any such extension.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit a bid to AGENCY 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 PRINCIPAL in the manner and time specified, and PRINCIPAL provides the required payment and performance bonds and insurance coverages to AGENCY, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 12th day of December, 2024.

PRINCIPAL*

Brian K. Hurt
Wylatti Resource Management, Inc., P.O. Box 575, Covelo, Ca. 95428, 707-983-8135

SURETY*

Manuel B. Mello, Attorney In Fact
United Fire and Casualty Company, 118 Second Avenue SE, Cedar Rapids, IA. 52401
Jordan Feltman, Surety Territory Manager, 916-206-2271

*Provide BIDDER and SURETY name, address and telephone number and the name, title, address and telephone number for their authorized representatives. Power of Attorney must be attached.
Subscribed and sworn to this day of, 2024.

NOTARY PUBLIC _____

(SEAL)

See attached Jurat



1898

1898

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

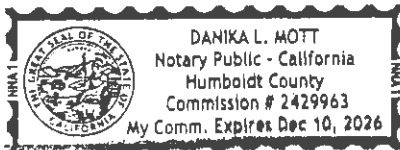
State of California

County of HUMBOLDT

Subscribed and sworn to (or affirmed) before me

on this 12th day of December, 2023
by _____ Date _____ Month _____ Year _____(1) Manuel Braja Mello(and (2) _____),
Name(s) of Signer(s)proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature

Danika L. Mott
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

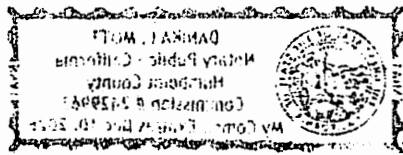
Title or Type of Document: _____ Document Date: ____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

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[Faint, illegible handwriting]



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

ROBB DAER, JEFF OKREPKIE, CHERYL GRIGGS, MANUEL BRAGA MELLO, DYLAN ANTHONY SACCO, LAWRENCE FORD, JAMES GARY, JORDIS HALLMAN, DANIKA L. MOTT, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$25,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 2nd day of June, 2025 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

2nd day of June, 2023



UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By:

Dennis J. Richmann
Vice President

State of Iowa, County of Linn, ss:

On 2nd day of June, 2023, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
Iowa Notarial Seal
Commission number 173041
My Commission Expires 4/23/2024

Judith A. Jones
Notary Public
My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 12th day of December, 2023.



By: *Mary A. Bertsch*
Assistant Secretary,
UF&C & UF&I & FPIC

**BID GUARANTEE
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

Note: The following statement shall be used if other than a bid surety bond accompanies bid.

“Accompanying this proposal is a money order*, certified check*, cashier’s check*, cash*, payable to the order of the City of Lakeport in the amount of _____ Dollars (\$_____) which is at least ten percent (10%) of the total amount of this bid. The proceeds of this bid guarantee shall become the property of the City of Lakeport provided this bid is accepted by said City, through action of its legally constituted contracting authorities, and the undersigned fails to execute a contract and furnish the required bonds and insurance within the stipulated time. Otherwise, the proceeds of this bid guarantee shall be returned to the undersigned.”

NAME OF BIDDER:

MAILING ADDRESS:

.....

.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

(*Delete the inapplicable words)

**BIDDER INFORMATION
GSL PAVEMENT REHABILITATION
BID NO. 23-02**

IN THE CITY OF LAKEPORT, CALIFORNIA

BIDDER certifies that the following information is true and correct:

Name of Bidder: Wylatti Resource Management, Inc.
Business Address: P.O. Box 575, Covelo, CA 95428
Telephone: 707-983-8135 FAX: _____
E-mail: wylatti@gmail.com
Contractor's License No.: 934597 Date License Issued: 06/24/2009
License Expiration Date: 06/30/2025

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal: (Name / Title / Address / Telephone)

Any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows: (Type of Judgment / Date)

N/A

All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows: (Principal / DBA's / Applicable Dates)

N/A

Prior Disqualification

Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No No. If yes, provide the following information. (If more than once, use separate sheets):

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

Type text here

B. Does your firm or its officers have any ongoing investigations by any AGENCY regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

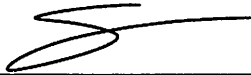
Yes / No: No Codes / Laws: Section / Article:

If "yes", identify and describe (including status):

.....

.....

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this 16th day of January, 2024 at Covelo, California.

Authorized Representative Signature and Title  Selby Ford, Corporate Secretary

**EXPERIENCE STATEMENT
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

Pursuant to this **BID PROPOSAL** and **QUALIFICATION OF BIDDERS**, the following is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The Contractor must demonstrate that he/she has experience with this type of project and can manage this project effectively. If necessary, additional numbered pages can be attached to this page. The Contractor must be properly licensed to perform the work in this project as determined by the State Contractor's License Board.

Project Title: 01A6194 Lakeport Maintenance Station Client: Caltrans
Date: 2022-2023 Project Value: \$348,184.70 Contact: Kassaye Seyoum Tel # 707-223-1213
Description: Paving parking lot (1280 Tons) and concrete work (driveway and ADA).
30 Working Days

Subject to Federal Labor Standards:

☒ Yes ☐ No

Project Title: COVELO SR 162 CORRIDOR MULTI-PURPOSE TRAIL PHASES I AND II Client: Mendocino Council of Governments
Date: 2022-2023 Project Value: \$5,012,131.99 Contact: Matt McKeon Tel # 707-291-3656
Description: Work includes paving (1900 tons HMA) and concrete work (driveways,
drainage construction).
160 Working Days

Subject to Federal Labor Standards:

☒ Yes ☐ No

EXPERIENCE STATEMENT (Continued)
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA

Anderson Valley Community Services Anderson Valley Community Services
Project Title: District Park Improvement Client: District
Date: 2022 Project Value: \$181,706.51 Contact: Cora Richard Tel # 707-895-2075
Description: Paving and concrete work (pathways and ADA)
15 Working Days

Subject to Federal Labor Standards: ☒ Yes No

Project Title: _____ Client: _____ :
Date: _____ Project Value: _____ Contact: _____ Tel # _____
Description: _____

Subject to Federal Labor Standards: Yes No

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **EXPERIENCE STATEMENT** are true and correct. Executed this 16th day of January, 2024 at Covelo, California.

Authorized Representative Signature and Title  Selby Ford, Corporate Secretary

**DESIGNATION OF SUBCONTRACTORS
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

The following is a list of subcontractors, as defined in 2-3 SUBCONTRACTS of the Standard Specifications, who will perform work of value in excess of one-half percent of the total bid price or \$10,000, whichever is greater. No subcontractor shall perform work in excess of the amount specified in 2-3 SUBCONTRACTS of the Standard Specifications, without the written approval of the Agency. Note the maximum percentage of work that can be subcontracted specified in 2-3.2 ADDITIONAL RESPONSIBILITY of the Standard Specifications. The Contractor is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to the contract requirements as contained herein. Each subcontractor must agree to comply with all applicable Federal, State, and local requirements.

Subcontractor		Work Subcontracted	Proportion of Work (% of contract price)
Name	NCRM, Inc.	Prepare WPCP WPCP Inspections	.5%
Address	2501 N. State St		
	Ukiah, CA 95428		
Contractor License No.	N/A		
Contractor License Category			
Employer ID No.	80-0937306		
DIR Number	1000041875		
MBE/WBE (yes/no)	No		
Name	Striping Graphics	Traffic Striping, Markings and Markers Mobilization Traffic Control	1.2%
Address	501 Aaron St		
	Cotati, CA 94931		
Contractor License No.	576756		
Contractor License Category	C-32		
Employer ID No.	68-0144410		
DIR Number	1000006495		
MBE/WBE (yes/no)	No		
Name	Pavement Recycling Systems, Inc.	Cold Plane AC FDR-C	9.5%
Address	2150 Bell Avenue Suite 125		
	Sacramento, CA 95838		
Contractor License No.	569352		
Contractor License Category	A, C-12		
Employer ID No.	33-0353433		
DIR Number	1000003363		
MBE/WBE (yes/no)	No		
Name	A.C. Dike Co.	Install Asphalt Dike	1.6%
Address	2788 Venture Drive		
	Lincoln CA, 95648		
Contractor License No.	407417		
Contractor License Category	A		
Employer ID No.	94-2748922		
DIR Number	1000005929		
MBE/WBE (yes/no)	No		

Subcontractor		Work Subcontracted	Proportion of Work (% of contract price)
Name	Toby's Trucking, Inc.	Trucking	4.5%
Address	421 Payran St Petaluma, CA 94952		
Contractor License No.			
Contractor License Category			
Employer ID No.	94-1716642		
DIR Number	1000043115		
MBE/WBE (yes/no)	No		
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			

Subcontractor		Work Subcontracted	Proportion of Work (% of contract price)
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			

These representations are made under the penalty of perjury under the laws of the State of California. The undersigned hereby certifies that each subcontractor has been notified in writing of its equal opportunity obligations.

NAME OF BIDDER: Wylatti Resource Management, Inc.

AUTHORIZED SIGNATURE: 

Date: 01/16/2024

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
GSL PAVEMENT REHABILITATION
BID NO. 23-02
No IN THE CITY OF LAKEPORT, CALIFORNIA

The bidder's execution on the signature portion of this bid shall also constitute an endorsement and execution of those certifications which are a part of this bid

Wylatti Resource
The bidder Management, Inc. proposed subcontractor _____, hereby certifies that he has X, has not ____, participated in a previous contract or subcontract subject to the equal opportunity clause, 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
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

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 Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

**PUBLIC CONTRACT CODE QUESTIONNAIRE
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____. has not X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappeasable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**NON-LOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

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 conformance 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 bid 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 sub-recipients shall certify and disclose accordingly.

NoN

NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA

To the CITY OF LAKEPORT
ENGINEERING DIVISION.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**AUTHORITY TO SIGN BID
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

If the "Signature of Bidder" on the Bid is by an agent, or someone other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Owner prior to opening of Bids or submitted with the Bid, otherwise, the Bid will be regarded as not properly authorized. This requirement is described in more detail in Section 2, "Proposal Requirements and Conditions", of the Special Provisions.

The bidder who signed the "Signature of Bidder" line of the Bid shall check box A, box B or box C below. If the bidder does not check a box, it will be deemed that he has checked box A.

The bidder certifies that:

- A. ☒ The bidder who signed the "Signature of Bidder" line of the Bid has the authority to sign Bid Proposals for the corporation or co-partnership named in the proposal.
- B. ☒ The bidder who signed the "Signature of Bidder" line of the Bid is not an officer of a corporation authorized to sign Bid Proposals on behalf of that corporation; or the bidder who signed is not a partner authorized to sign Bid Proposals on behalf of a co-partnership; but the bidder who signed the Bid is an agent of the corporation or partnership and a Power of Attorney authorizing the agent to sign Bid Proposals is already on file with the City of Lakeport Purchasing Department.
- C. ☒ The bidder who signed the "Signature of Bidder" line of the Bid is an agent for the corporation or co-partnership named in the Bid, and a Power of Attorney demonstrating that the agent is authorized to sign Bid Proposals for the corporation or co-partnership has been included in the bidder's Bid by stapling it to this sheet.

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

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 sub-awardee 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 sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the first tier. Sub-awards include but are not limited to subcontracts, sub-grants 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 influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

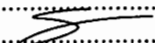
Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding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

SF-LLL-Instructions

Rev. 06-04-90 (ENR) IF

**STATEMENT REGARDING INSURANCE COVERAGE
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **7-3 LIABILITY INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER:	Wylatti Resource Management, Inc.
MAILING ADDRESS:	PO Box 575
	Covelo, CA 95428
AUTHORIZED SIGNATURE:	
TITLE:	Selby Ford, Corporate Secretary
DATE:	01/16/2024

No

**GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: 01/16/2024 Wylatti Resource Management, Inc

(Contractor)

By: 

(Signature)

Selby Ford, Corporate Secretary

(Title)

Attest:

By: 

(Signature)

Office
(Title)

Note: See Section 7 Responsibility of the Contractor, Paragraph 7-3 of the Standard Specifications for insurance carrier rating requirements.

**STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS
GSL PAVEMENT REHABILITATION
BID NO. 23-02**

IN THE CITY OF LAKEPORT, CALIFORNIA

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

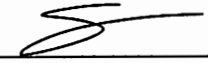
- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except in any of the following cases:**
 - (1) The person is particularly exempted from this chapter.
 - (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.
- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.
In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**
- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

Contractor's License Number: 934597

License Expiration Date: 06/30/2025

Authorized Signature:  Selby Ford, Corporate Secretary

Date: 01/16/2024

CITY OF LAKEPORT

*Over 100 years of community, pride,
progress, and service*



ADDENDUM NO. 1 GSL PAVEMENT REHABILITATION Bid No. 23-02

Issue Date: January 9, 2024

The following revisions are hereby made to the above referenced project:

1. Replace the bid schedule with attached BID SCHEDULE Addendum 1. (1 page).

Revisions (in red):

- A. The quantity of Bid Item 5 has been changed to 220.
 - B. The quantity of Bid Item 12 has been changed to 15,152 sf.
 - C. Bid Item 13 has been changed to "Cold Plane 3" x 4 feet wide.
 - D. Bid Item 23, "Cross Gutter" with an estimated quantity of 10 sf has been added.
2. Delete Note 4 on Typical Section No. 2 detail on sheet 5 of the plans. Contractor is responsible for disposal of all materials.
 3. Pre-bid meeting agenda, meeting minutes and attendee list attached (7 pages).
 4. The bid date remains the same.

Questions and clarifications:

1. Q. Bid Item 5 [sic] has 247 LF of R&R curb, Take Off is only Showing 182 LF. Please Confirm qty.
 - A. Quantity has been changed to 220 lf. The quantity includes removal of the curb and 18 inches of the cross gutter spandrel at the NW corner of Green St and Lakeshore Blvd and the SW corner at Green St and Sayre St.
2. Q. Plans show on the South East corner of Green and Lakeshore to remove and replace the curb, Believe there is a valley gutter there. How would we address this with removals and pay (make it a spandrel like other side? Would be better for FDR) Also Google maps shows a utility pole there (I didn't grab a photo of that corner to verify but plans don't show it) Is that going to be a problem?
 - A. Bid Item 23, Cross Gutter with a quantity of 10 sf has been added to address squaring off this corner. The utility pole will remain the same.
3. Q. It was discussed in pre bid moving the bio barrier to behind the sidewalk, If it does not get moved would the section in the fdr portion still be relevant?

A. Place root barrier as shown on the plans for the location on Sayre Street. For the 2 locations on Green Street, the barrier can be moved to the back of the sidewalk if doing so is determined to not damage the roots too extensively. In the FDR area, place after FDR work completed, prior to paving.

4. Q. Will an arborist be needed for work around the tree with sidewalk removal since the roots have pushed the curb out and might need to be cut back?

A. If an arborist is needed, the City will provide that service. Allow 3 working days in schedule for arborist inspection after concrete removal and prior to starting concrete replacement.

5. Q. Bid item 18 has 7 and plans shows 9- please confirm qty.

A. The City will be performing work on the waterlines prior to this contract which will affect the actual number of valves to be lowered and raised, so bid with quantity shown on plans. Payment will be based on actual number of water valves adjusted.

6. Q. What was the location of the survey monument preservation? Was it in the FDR section?

A. There is no known monumentation in the roadway that the City is aware of. However, on past projects, unknown monumentation has been buried below the paving. This bid item is to cover that contingency.

7. Q. In pre bid meeting it was mentioned that we would be correcting the profile of the road while cold milling. Will we be required to grind more than the 2.5" section to correct quarter crowns? Some locations look to have significant depressions, will we need to level those out prior to the overlay with HMA if they are over 1" deeper than the new road profile? would we still be using 1/2" HMA for those or a 3/8" mix? Should this be a separate pay item?

A. The intent of the specifications is to adjust the cross slope as much as feasible while not exceeding an average mill depth of 2-1/2" inches in the mill and fill areas. In the FDR areas, there should be sufficient material to make the uniform grades without import. Make note of the grade control/surveying notes provided in the pre-bid agenda. The overall intent is to improve the grade without going to excessive measures to do so. If some leveling is required, the same 1/2" HMA will be used. However, we don't anticipate any.

8. Q. Most FDR typically have a Micro Mill after cure and before paving, the city did not include it and wanted to make it aware as an option.

A. The City requires the finished FDR grade to comply with the specification requirements. If the contractor anticipates that using a Micro Mill is the best approach to achieving this result, this approach would be acceptable. However, the City is not requiring it.

9. Q. Lab testing required for HMA, the materials testing schedule which includes aggregate gradation, sand equivalent, asphalt binder etc. Is this all necessary? Just confirming since labs were asking.

A. Yes. Include all the material tests as listed.

10. Q. Following the cold planing of the existing asphalt, if the subgrade is determined to be defective or unusable, who is responsible (contractor or owner) for the repair/replacement of said subgrade?

A. In the FDR-C area, the contractor would be required to rework the FDR-C as there is no reason that it would not be stable if performed correctly. In the mill and fill areas, unstable areas would be addressed either by utilizing Bid Items 10 and 13, or other extra work procedures.

11. Q. Are there benchmarks or control points set?

A. The benchmark is near the utility pole at approximately Sta 12+10 The City Inspector will locate the benchmarks used to determine elevations. There are no control points.

12. Q. Are grades required on mill and fill areas?

A. Refer to grade control/surveying in pre-bid meeting agenda and notes.

13. Q. What if material needs to be imported to meet grades? How will this be paid?

A. See No. 7 above.

14. Q. What are the requirements for concrete testing?

A. No concrete testing is required.

15. Q. Will transitions be required?

A. Section 708-3.4, subsection F. 2. Delete references to South City Limits and Peckham Court. Transitions shall be provided at driveways and streets. Driveway transitions shall be 2 feet wide for the 2-1/2" mill areas and 3 feet wide at the 3" mill areas. At streets, transitions shall be 5 feet minimum at the 2-1/2" mill areas and 10 feet wide at the 3" mill (FDR-C) areas. The temporary transitions shall be constructed of either hot mix or cold mix AC.

All questions regarding this project shall be transmitted in writing as indicated in the bid documents.

Please indicate receipt of this addendum on the proposal at the location indicated. Failure to do so may cause rejection of your bid. There are 11 total pages in this addendum.

Approved:



Paul Curren
City Engineer

BID SCHEDULE (Continued)

**GSL PAVEMENT REHABILITATION
 BID NO. 23-02
 IN THE CITY OF LAKEPORT, CALIFORNIA**

The Contractor shall be responsible for calculating and providing unit prices for the bid schedule. The bid schedule shall include all costs for services, labor, materials, equipment, and installation associated with completing the work in place per the plans, specifications and details.

GSL PAVEMENT REHABILITATION					
BID NO. 23-02					
Bid Schedule-ADDENDUM 1					
Item	Description	Unit	Quantity	Unit Price	Extension
1	Mobilization	LS	--		
2	Traffic Control	LS	--		
3	WPCP	LS	--		
4	4" R&R Sidewalk	SF	1,275		
5	R&R Curb and Gutter	LF	220		
6	Truncated Domes	SF	75		
7	Curb Behind Sidewalk	LF	100		
8	Install Root Barrier	LF	70		
9	Remove Sidewalk, Backfill w/ Topsoil	SF	80		
10	1/2" HMA- PG 64-16	TN	990		
11	Cold Plane 2.5"	SF	36,991		
12	Cold Plane 3"	SF	15,152		
13	Cold Plane 3" x 4 feet wide	SF	2,180		
14	FDR-C (10")	SF	15,152		
15	Misc Paving	SF	56		
16	HMA Dike (Type E)	LF	612		
17	Lower & Adjust Manholes	EA	3		
18	Lower & Adjust Water Valves	EA	7		
19	Survey Monument Preservation	EA	1		
20	12" White Thermoplastic	LF	83		
21	Thermoplastic STOP Legend	EA	6		
22	Blue Reflective Markers	EA	3		
23	Cross Gutter	SF	10		
Total					

Bid Schedule Total: \$_____

Bid Schedule Total (in words):_____

 (Company Name of Bidder)

 (Date)

City of Lakeport
GSL Pavement Rehabilitation
Bid 23-02
Pre-Bid Meeting
January 3, 2024 2 pm
Agenda



1. Introductions
 - Jim Kennedy, Public Works Superintendent
 - Ron Ladd, Public Works Director-absent
 - Olivia Grupp, Project Manager
 - Vince Salsedo, Inspector-absent
 - Paul Curren-City Engineer-absent
2. Project Schedule Overview
 - 30 Working Days
 - Working hours-7 am to 5 pm
 - Estimated start April 15, 2024, weather dependent.
3. Administration Considerations
 - Prevailing Wage Certified Payrolls from Prime and Subs, all must be registered as Public Works Contractor at time of bid.
 - **January 5, 2024 by 5 pm** is the last day for questions.
 - Addendum, including meeting notes, will be issued by EOD January 9, 2024.
 - Bids are due and will be opened **January 16, 2024 at 2 PM.**
4. Construction Scheduling & Phasing
 - Concrete work
 - ADA per code requirements. Ramps 7.5% or less, Cross slopes 1.5% average, 1.0% minimum, 2.0% maximum.
 - Grade Control/Surveying
 - Does not need to be licensed surveyor
 - Work with City inspector to establish stationing on both sides of roadway and locate centerline stations.
 - Verify existing grades on plan, provide any discrepancies to City which exceed 0.02 feet. City will review and adjust grades as necessary. Perform work a minimum of 3 days prior to cold planning work.
 - In FDR areas, determine cuts (with allowance for swell) at 25-foot intervals including at quarter points.

- On Loch, work with City inspector to establish cuts to provide a uniform slope between western gutter lip, centerline and eastern pavement edge. Provide existing elevations and proposed elevations to City a minimum of 72 hours prior to cold planning. City reviewed (and modified if necessary) grades shall be used to establish cuts at 25-foot intervals at centerline, quarter points and eastern edge.
- On Green in the non-FDR area, the City will be performing grading at the location of the Type E curb prior to the contract. The City will provide elevations at 10 foot intervals at the pavement edge. Contractor will use design information from the City to set "bluetop" stakes at pavement edge prior to cold planning. The "bluetops" shall be verified and adjusted if needed on paving day. The contractor shall provide existing elevations at the centerline, quarter points and unconfined pavement edges at 25 foot intervals at least 3 days prior to cold planning. Centerline finished pavement grades shall generally match the centerline. Cuts at quarter points shall be established to provide a uniform slope from gutter lip/pavement edge to centerline.
- On Sayre, The contractor shall provide existing elevations at the centerline, quarter points and unconfined pavement edges at 25 foot intervals at least 72 hours prior to cold planning. Centerline finished pavement grades shall generally match the centerline. Cuts at quarter points shall be established to provide a uniform slope from gutter lip/pavement edge to centerline.
- Utility protection
 - Lower all utilities within paving area prior to cold planning.
 - Mark utility covers by end of paving day.
 - Raise utilities within 48 hours of paving.
- Cold planning
 - In FDR area, cold plane to provide for final design slope.
 - In FDR areas, cold plane sufficient material to allow for swell of FDR material. Usually about 10% or 1 inch.
 - On non-FDR areas, cold plane to grades established per grade control above. Average depth shall be 2-1/2" (0.20 feet)
 - On Loch, cold plane 4-foot digout **after** cold planning the 2-1/2 inch surface.

- 700-5.11.A: The 4-foot digout shall be performed with a 4 foot width grinder. If the contractor desires to use a wider grinder, no additional compensation for either the cold planning or HMA to backfill will be paid.
 - Contractor responsible for disposal of all excess materials including grindings.
- FDR-Cement-including fog seal to protect and maintain until paved
 - Submit QC laboratory qualifications and quality control plan per specs.
 - All compaction test curves (CT 216) shall be performed using field mixed samples. At least two CT 216 test curves for maximum density shall be performed. If differing more than 5 lbs/cf, additional curves shall be performed. Perform compaction tests at 5 locations minimum in each lane. Each lane shall be considered a separate lot for computing average compaction.
 - Construct UCS test samples on site. Test at 7 days from mixing. Provide at least 2 UCS samples for each side (4 minimum).
 - All locations not accessible to mixing equipment shall be pulled out to depth, the correct cement ratio applied, and then replaced. Contractor QC personnel shall have phenolphthalein or equivalent substance to demonstrate that all areas have been treated.
 - Past experience has indicated that the FDR-C sets up fairly rapidly with a maximum working time of 2 hours after final mixing. Contractor needs to provide sufficient manpower and equipment to provide final grading to the indicated tolerances prior to the FDR-C setting up.
 - Must place emulsion seal with sand protective coating at end of trimming to grade and compaction (same day). Must reapply damaged areas until paving.
 - Core FDR prior to paving to check for thickness. See specs for tolerances and required corrections (707-3G)
 - Microcrack prior to paving per specs.
- Paving
 - ½" HMA with 25% RAP and PG 64-16 binder. No binder bump allowed. Grantie has provided this mix in the past.
 - See 709-2.2 for QC requirements. Full time QC personnel and compaction testing. Copy of compaction test results prior to leaving jobsite for the day. Mix testing required.
- Pavement markings-minimal

5. Considerations

- Streets may be closed to all traffic for active cold planning, FDR and paving from 7 am-5 pm weekdays. Green and Loch shall not be closed at the same time.
- Access for residents
- Construction yard-Dutch Harbor at 910 North Main St.
- Construction water-hydrant meter required.

6. Site Walk & Questions



MEETING MINUTES

Page 1 of 2

General Information **Pre-Bid**

Inspector	Vince Salsedo	Report Date	1/3/2024
Resident Engineer		Report Day	Wednesday
Client Project Name	GSL Pavement Rehabilitation Bid No. 23-02		

Contractor Information

General	TDB	Foreman	
---------	-----	---------	--

Meeting Information

Meeting Location	Start Time	Stop Time
Green St/Sayre Intersection	2:00 pm	2:45 pm

Attendees

Name	Representing	Telephone	Email
See attached sign-in sheet			

Meeting Minutes

1. Contractors and City staff met on site at Green/Sayre intersection. Sign-in sheet completed and agenda distributed to attendees.
2. Reviewed schedule and administrative considerations.
3. Jim Kennedy reviewed points in construction scheduling and phasing.
4. Benchmark location will be verified in addendum
5. Clarification of mill & fill grade control requirements: Contractor is to provide grades to engineer as per the specifications and this meeting agenda. Cold planning and paving will be to the grades the engineer establishes after review of the existing grades.
6. The intent is to remove the quarter crown in the roadway.
7. There is a question regarding any anticipation of imported material needed to meet grading requirements. This will be clarified in addendum.
8. The curb ramp on the SW corner of Green/Sayre intersection may include R&R of valley gutter. Payment for this will be clarified in addendum.
9. The inconsistencies in 3" versus 4" HMA Remove & Replace on the plans and bid schedule will be revised in addendum.
10. Using a paving machine is not required for the 4-foot shoulder section of HMA R&R on Loch Drive.
11. The low hanging trees on Loch Drive will be trimmed by the City prior to the contract start date.
12. No CMS boards will be required. Contractor will be required to submit a traffic control plan for approval. Road sections may be closed as allowed in specifications.
13. Delete Section 702-3.4-E. 1. of the Special Provisions. The contractor is responsible for properly disposing of all unused materials including all

Olivia Krupp

Project Manager



MEETING MINUTES

Page 2 of 2

grindings.
14. Root barrier installation location will be verified.
15. There is no natural gas utility in Lakeport.

Olivia Krupp

Project Manager

GSL Pavement Rehabilitation Project 23-02

Pre-Bid Meeting 1/3/2024

Name	Company	Email	Phone
Kevin Bouthillier	Bouthillier's Construction Inc.	weandigit@orange.com	707 459 4041
LARRY BROOKS	NORTHCAST CONST.	CLORTHCSTCC@GMAIL.COM	707-485-6210
Christer Berglund	Ghilotti Brothers	christer@gb1914.com	707 953-8641
Gary Williamson	LOCAL 3	gwilliamson@OES.org	707-787-0719
Robert Henton	Nelson Const.	Rhenton1177@gmail.com	775-750-6644
Selby Ford	Wylatti Resource Mgt.	sford.wylatti@gmail.com	(707) 354-3673
Matt Codipilly	R&M Paving Contractors	matt@roadmapaving.com	408 724-0525
Travis Coleman	Coleman Construction	travis@colemanconst.net	767-489-9599
Jim Cappuccini	City of Lakeport		
Olivia Grupp	City of Lakeport	ogrupp@cityoflakeport.com	707-972-6989
Jim Kennedy	City of Lakeport	jkennedy@cityoflakeport.com	

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
STATE WATER RESOURCES CONTROL BOARD

DIVISION OF WATER RIGHTS

ORDER 2023-0060-DWR

ADMINISTRATIVE CIVIL LIABILITY ORDER

In the Matter of Failure to File Supplemental Statement of Water Diversion and Use
for the 2021 through 2022 Reporting Year

Wylatti Enterprises LLC

Diversions Reported Under Statement(s) S013332

Initial Amount of Diversion: 189 Acre-Feet per Year
Mendocino Coast Watershed, Mendocino County

1.0 INTRODUCTION

The Assistant Deputy Director of the Division of Water Rights (“Division”), through authority delegated by the State Water Resources Control Board (“State Water Board”), issues this Administrative Civil Liability Order (“Order”) to Wylatti Enterprises LLC (“Respondent”). On September 5, 2023, the Division issued the Respondent an Administrative Civil Liability Complaint (“Complaint”), which is incorporated by reference as part of this Order.

2.0 LEGAL AND PROCEDURAL BACKGROUND

1. Water Code section 5101 states, in part, “Each person who...diverts water shall file with the board a statement of their diversion and use...For diversions after September 30, 2021, the statement...shall be filed before February 1.”¹

¹ Recent statutory changes amended Annual Water Diversion and Use Report deadlines. Effective September 24, 2021, Senate Bill (AB) 155 amended, among other things, the deadline to submit initial and supplemental statements of diversion and use as required under Water Code sections 5101 and 5104.

2. Water Code section 5104 states, in part, “Supplemental statements shall be filed annually...For diversions after September 30, 2021, the supplemental statement...shall be filed before February 1.”
3. Title 23, Chapter 2.7 of the California Code of Regulations (“Water Diversion and Use Report Regulations”) identifies requirements for mandatory filing of reports to the State Water Resources Control Board (“State Water Board”). Specifically, Article 2, section 920 of the Water Diversion and Use Report Regulations states that Supplemental Statements of Water Diversion and Use (“Supplemental Statement”) shall be filed electronically with the State Water Board annually, detailing the amount of water diverted and used within the twelve-month reporting period.
4. Title 23, Chapter 2.7, Article 2, section 908 of the California Code of Regulations states, “Failure to meet the requirements of this chapter is a violation subject to civil liability of up to \$500 per day pursuant to Water Code section 1846.”
5. Statement ID S013332 has a claimed amount of 189 acre-feet per year in the initial statement filed November 20, 1989.
6. The Respondent failed to file their supplemental statement(s) for the subject claims(s) before February 1, 2023.
7. On August 11, 2023, the Division sent a Notice of Violation (“NOV”) via United States Postal Service informing the Respondent that the required supplemental statement(s) have not been received. The NOV informed the Respondent that if the delinquent supplemental statement(s) were filed by August 25, 2023, then the Division would not issue an ACL Complaint.
8. The NOV informed the Respondent that failure to submit the supplemental statement is a violation of the Water Diversion and Use Report Regulations for which the potential civil liability of five hundred dollars (\$500) may be assessed for each day that the supplemental statement was not submitted after the deadline.
9. On September 5, 2023, the Division issued the Respondent an Administrative Civil Liability Complaint (ACLC). The ACLC alleged the Respondent failed to file supplemental statement(s) for water diversion and use before February 1, 2023 for the 2021-2022 water year (October 1, 2021 through September 30, 2022). The ACLC recommended a penalty of \$2,400 and extended an opportunity to contest the penalty by requesting a hearing within 20 days of receiving the Complaint.
10. The ACLC was mailed to the Respondent via certified mail. The Division confirmed with the United States Postal Service that the ACLC was delivered to the Respondent’s address of record on October 17, 2023.
11. On October 18, 2023, Respondent filed their delinquent statement(s).

12. The Respondent did not request a hearing within 20 days of receipt of the ACLC, in accordance with Water Code section 1055, subdivision (b).
13. Water Code section 1846 states that a person or entity may be liable for a violation of a regulation adopted by the State Water Board in an amount not to exceed five hundred dollars (\$500) for each day in which the violation occurs.
14. Pursuant to Water Code section 7, the State Water Board is authorized to delegate authority to the Deputy Director of Water Rights. Water Code section 1055, subdivision (b), Resolution No. 2012-0029, and subsequent redelegation memorandums authorize the Assistant Deputy Director of the Permitting and Enforcement Branch to issue an Order to the Respondent assessing administrative civil liability in the amount proposed in the Complaint.
15. Water Code section 1055.3 states that when determining the appropriate amount of civil liability to be imposed, the State Water Board shall take into consideration all relevant circumstances, including but not limited to the extent of the harm caused by the violation, the nature and persistence of the violation, the length of time over which the violation occurs, and the corrective actions, if any, taken by the violator.
16. In this case, the recommended administrative civil liability of \$900 is based on consideration of the relevant circumstances alleged in the ACLC and the fact that the Respondent did file their delinquent statement(s), albeit following the receipt of the ACLC. In consideration of these circumstances, the State Water Board has determined that the administrative civil liability of \$900 is appropriate.

ORDER

IT IS HEREBY ORDERED THAT:

1. The attached Complaint is incorporated herein and made part of this Order.
2. In adopting this Order, the State Water Board, or its delegee, has considered all relevant circumstances, including those specifically identified in the Complaint pursuant to Water Code section 1055.3.
3. Respondent shall remit, within 30 days of the date of this Order, a check or money order payment of the full penalty of \$900 to:

State Water Resources Control Board
Division of Water Rights
Attn: Enforcement Section – Failure to File 2021-2022
P.O. Box 2000
Sacramento, CA 95812-2000

4. Fulfillment of the Respondent's obligations under this Order constitutes full and final satisfaction of liability for the alleged violation specifically identified in this Order. The State Water Board reserves the right to take further enforcement action for any future violations.
5. The State Water Board is authorized to seek recovery of the liability imposed, as authorized by California Water Code section 1055.4, or refer this matter to the Office of Attorney General for further enforcement action if the Respondent fails to comply with remitting payment of the full penalty within 30 days of the date of this Order.

STATE WATER RESOURCES CONTROL BOARD



Julé Rizzardo, Assistant Deputy Director
Division of Water Rights

Dated: November 22, 2023

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
STATE WATER RESOURCES CONTROL BOARD

ADMINISTRATIVE CIVIL LIABILITY COMPLAINT

In the Matter of Failure to File Supplemental Statement of Water Diversion and Use
for the 2021 through 2022 Reporting Year

Wylatti Enterprises LLC
Diversions Reported Under Statement(s) S013332

YOU ARE HEREBY GIVEN NOTICE THAT:

1. Wylatti Enterprises LLC (“Respondent”) is alleged to have violated Title 23, Chapter 2.7, Article 2, section 920 of the California Code of Regulations.
2. Water Code section 5101 states, in part, “Each person who...diverts water shall file with the board a statement of their diversion and use...For diversions after September 30, 2021, the statement...shall be filed before February 1.”¹
3. Water Code section 5104 states, in part, “Supplemental statements shall be filed annually...For diversions after September 30, 2021, the supplemental statement...shall be filed before February 1.”
4. Title 23, Chapter 2.7 of the California Code of Regulations (“Water Diversion and Use Report Regulations”) identifies requirements for mandatory filing of reports to the State Water Resources Control Board (“State Water Board”). Specifically, Article 2, section 920 of the Water Diversion and Use Report Regulations states that Supplemental Statements of Water Diversion and Use (“Supplemental Statement”) shall be filed electronically with the State Water Board annually, detailing the amount of water diverted and used within the twelve-month reporting period.
5. Title 23, Chapter 2.7, Article 2, section 908 of the California Code of Regulations states, “Failure to meet the requirements of this chapter is a violation subject to civil liability of up to \$500 per day pursuant to Water Code section 1846.”

¹ Recent statutory changes amended Annual Water Diversion and Use Report deadlines. Effective September 24, 2021, Senate Bill (AB) 155 amended, among other things, the deadline to submit initial and supplemental statements of diversion and use as required under Water Code sections 5101 and 5104.

6. Water Code section 1846(a) states, "A person or entity may be liable for a violation of any of the following in an amount not to exceed five hundred dollars (\$500) for each day in which the violation occurs:...(2) a regulation or order adopted by the [State Water Board]." Civil liability may be imposed administratively by the State Water Board pursuant to Water Code section 1055.
7. The Executive Director for the State Water Board may issue an Administrative Civil Liability ("ACL") Complaint to any person or entity to whom administrative civil liability may be imposed.
8. The Executive Director delegated the authority to issue ACL complaints to the Deputy Director for the Division ("Deputy Director"). Pursuant to Resolution 2012-0029, the Deputy Director is authorized to issue order imposing an ACL when a complaint has been issued and no hearing has been requested within 20 days of receipt of the complaint. The Deputy Director has redelegated this authority to the Assistant Deputy Director.

ALLEGATIONS

9. The Respondent, or Respondent's predecessor in interest, previously filed an initial Statement of Water Diversion and Use report for Statement(s) S013332 ("subject claim of right(s)"), as required under Water Code section 5101.
10. The Respondent must, pursuant to Water Code section 5104, file a Supplemental Statement of Water Diversion and Use annually, before February 1 of each year.
11. The Respondent must, pursuant to section 920 of the Water Diversion and Use Report Regulations, file the Supplemental Statement of Water Diversion and Use electronically before February 1 of each year on forms available at the State Water Board's website.
12. The Respondent failed to file their supplemental statement(s) for the subject water right(s) by February 1, 2023.
13. On August 11, 2023, the Division sent a Notice of Violation ("NOV") via United States Postal Service informing the Respondent that the required supplemental statement(s) have not been received. The NOV informed the Respondent that if the delinquent supplemental statement(s) were filed by August 25, 2023, then the Division would not issue an ACL Complaint.
14. The NOV informed the Respondent that failure to submit the supplemental statement is a violation of the Water Diversion and Use Report Regulations for which the potential civil liability of five hundred dollars (\$500) may be assessed for each day that the supplemental statement was not submitted after the deadline.
15. As of September 5, 2023, the Respondent has not filed the supplemental statement(s) for the subject claim of water right(s). The supplemental statement(s) is now 216 days late.

PROPOSED CIVIL LIABILITY

16. Under Water Code section 1846, subdivision (a)(2), “a person or entity may be liable... in an amount not to exceed five hundred dollars (\$500) for each day” the violation of a “regulation or order adopted by the Board” occurs.
17. The Respondent violated section 920 of the Water Diversion and Use Report Regulations by failing to file their supplemental statement by the February 1, 2023 deadline for the claims of right. Each day after the deadline a Supplemental Statement of Water Diversion and Use is not filed is a day in which the violation occurs.
18. As of the date of this ACL complaint, the Respondent’s supplemental statement has yet to be filed and is thus 216 days late. The maximum administrative civil liability is \$108,000 (216 days x \$500 per day x 1 report).
19. In determining the appropriate amount of a civil liability, both Water Code section 1848(d) and Water Code section 1055.3 provide that the State Water Board shall consider all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the nature and persistence of the violation, the length of time over which the violation occurs, and any corrective action undertaken by the violator.
20. The Water Diversion and Use Report Regulations were adopted by the State Water Board for the purpose of developing a publicly available database. The information contained within the database allows the State Water Board and the water user community access to information that is necessary to make informed water management decisions. The value of the database is directly tied to the amount and accuracy of information the State Water Board collects through compliance with the Water Diversion and Use Report Regulations.
21. Water diversion and use information is critical to understanding and planning for limited water supplies, identifying water conservation opportunities, assuring compliance with the quantity and seasonal use limitations of existing water rights, protecting water right holders’ priority of right, and providing for efficient management and use of water during times of shortages.
22. The value of the data contained within the supplemental statement corresponds to its timely submittal, and therefore an increased time lapse between the deadline and the ultimate submittal date results in increased harm to the regulatory program. The State Water Board’s forecasting of water availability and ability to regulate the resources it is required to protect is diminished by the failure to timely submit the supplemental statements.

23. The Respondent's supplemental statement(s) is past due. The length of time over which this violation has continued to occur is significant; the supplemental statement is now 216 days late. Moreover, as of the date of this Complaint, no action has been taken to correct this violation despite the August 11, 2023 NOV putting the Respondent on notice of the potential for formal enforcement action if the violation continued.
24. Having taken into consideration all relevant circumstances, including but not limited to the failure of the Respondent to submit the supplemental statement, the harm of the missing data to the State Water Board's effectiveness in regulating water diversions, staff costs associated with pursuing compliance, together with the overall need to preserve the integrity of the regulatory program, the Division of Water Rights Prosecution Team recommends the imposition of \$2,400 total (\$2400 per report x 1 report) in administrative civil liability ("Proposed Liability").

RIGHT TO HEARING

25. The Respondent may request a hearing on this matter before the State Water Board, Administrative Hearings Office ("AHO"). Any such request for hearing must be delivered to the AHO **within 20 days after the date that this notice is received** as required by Water Code section 1055, subdivision (b).
26. If the Respondent requests a hearing, the Respondent will have an opportunity to contest the allegations in this complaint and the imposition of a liability by the AHO. The AHO will issue a notice setting the specific time and place for the hearing. The hearing notice will be mailed not less than 10 days before the hearing date.
27. At the hearing, a Hearing Officer will consider whether to impose a monetary liability, and if so, whether to adjust the Proposed Liability within the amount authorized by statute. Any Board order imposing an ACL shall be final and effective upon issuance.
28. **If the Respondent does not request a hearing within 20 days, then the right to a hearing on the matter is waived.** The Assistant Deputy Director for the Division of Water Rights may then issue a final Administrative Civil Liability Order assessing the Proposed Liability.

STATE WATER RESOURCES CONTROL BOARD

Julé Rizzardo, Assistant Deputy Director
Division of Water Rights

Dated: September 5, 2023



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Establishment Search Results


Establishment	Inspection Date Range	OSHA Office	Site Zip Code	State
Wylatti	01/18/2019 to 01/18/2024	all	all	CA

▲ Note: *Inspections which are known to be incomplete will have the identifying Activity Nr shown in italic. Information for these open cases is especially dynamic, e.g., violations may be added or deleted.*

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	#	Activity	Date Opened	RID	ST	Type	Scope	SIC	NAICS	Violations	Establishment Name
<input type="checkbox"/>	1	1663036.015	04/12/2023	0950651	CA	Planned	Complete		237310	3	Wylatti Resource Management Inc
<input type="checkbox"/>	2	1658239.015	03/22/2023	0950621	CA	Accident	Partial		237310	2	Wylatti Resource Management Inc



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Inspection Detail

Case Status: OPEN

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 1663036.015 – Wylatti Resource Management Inc

Inspection Information - Office: Ca Sacramento M&T District Office

Inspection Nr: 1663036.015

Report ID: 0950651

Date Opened: 04/12/2023

Site Address:

Wylatti Resource Management Inc
1221 N Main St
Fort Bragg, CA 95437

Union Status: NonUnion

SIC:

NAICS: 237310/ Highway, Street, and
Bridge Construction

Mailing Address:

1221 N Main St, Fort Bragg, CA 95437

Inspection Type: Planned

Safety/Health: Safety

Scope: Complete

Close Conference: 07/25/2023

Advanced Notice: N

Emphasis: P:Mining, S:Mining

Ownership: Private

Case Closed:

Case Status: OPEN

Violation Summary

Violations/Penalties	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations				3		3
Current Violations				3		3
Initial Penalty	\$0	\$0	\$0	\$1,400	\$0	\$1,400
Current Penalty	\$0	\$0	\$0	\$1,120	\$0	\$1,120
FTA Penalty	\$0	\$0	\$0	\$0	\$0	\$0

Violation Items

#	Citation ID	Citation Type	Standard Cited	Issuance Date	Abatement Due Date	Current Penalty	Initial Penalty	FTA Penalty	Contest	Latest Event
1.	01001	Other	3212(A)(2)(A)	07/26/2023	08/30/2023	\$420	\$560	\$0		I - Informal Settlement
2.	01002	Other	7014(G)	07/26/2023		\$700	\$840	\$0		I - Informal Settlement
3.	02001	Other	4002(A)	07/26/2023	08/30/2023	\$0	\$0	\$0		I - Informal Settlement

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Inspection Detail

Case Status: OPEN

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 1658239.015 – Wylatti Resource Management Inc

Inspection Information - Office: Ca Sacramento

Inspection Nr: 1658239.015

Report ID: 0950621

Date Opened: 03/22/2023

Site Address:

Wylatti Resource Management Inc
Hwy 128 Closer
Boonville, CA 95415

Union Status: NonUnion

SIC:

NAICS: 237310/ Highway, Street, and
Bridge Construction

Mailing Address:

1221 N Main St, Fort Bragg, CA 95437

Inspection Type: Accident

Safety/Health: Safety

Scope: Partial

Close Conference: 08/17/2023

Advanced Notice: N

Emphasis:

Ownership: Private

Case Closed:

Related Activity

Type	Activity Nr	Safety	Health
Accident	2010105		

Case Status: OPEN

Violation Summary

Violations/Penalties	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1			1		2
Current Violations	1			1		2
Initial Penalty	\$20,250	\$0	\$0	\$485	\$0	\$20,735
Current Penalty	\$20,250	\$0	\$0	\$485	\$0	\$20,735
FTA Penalty	\$0	\$0	\$0	\$0	\$0	\$0

Violation Items

#	Citation ID	Citation Type	Standard Cited	Issuance Date	Abatement Due Date	Current Penalty	Initial Penalty	FTA Penalty	Contest	Latest Event	Notes
1.	01001	Other	3421(M)	08/17/2023		\$485	\$485	\$0	09/14/2023	C - Contested	
2.	02001	Serious	3427(C)(3)(C)	08/17/2023		\$20,250	\$20,250	\$0	09/14/2023	C - Contested	

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VIA EMAIL – ogrupp@cityoflakeport.com

January 25, 2024

Olivia Grupp
City of Lakeport
225 Park Street
Lakeport, CA 95453



RE: Response Requested for NCIC Bid Advisory

Ms. Grupp,

In response to the protest letter drafted by NorCal Construction Industry Compliance (NCIC), Wylatti Resource Management, Inc. (WRM) believes that the issues presented by the NCIC in no way resulted in WRM violating any "Fair competitive bidding" practices. WRM is prospective low bidder, above engineers estimate by 0.4% and below second place Nelson Construction by a margin of 3% and third place Consolidated Engineering by 3.6%. This in no way represents a non-competitive bid spread.

As for the claims that NCIC presents, we will address these in bullet format as they have been presented to us:

- State Water Board Violation

The alleged State Water Board violation presented by NCIC took place at the Geo Aggregates Concrete plant in Fort Bragg (Under the Wylatti Enterprises umbrella). This was a result of not filing the Supplemental Statement of Water Diversion documents in a timely manner, the repercussions of this resulted in Wylatti Enterprises paying a total **fine of \$900**, a fine we paid without protest. Note that it was in no way the \$108,000.00 that NCIC used as a tag line in their protest, nor does WRM paying the **\$900** fine alter the legitimacy and fairness of the GSL bid price.

- OSHA Violations Resulting in Fines Issued

WRM has had (2) alleged OSHA violations of record. The first has to do with minor building repairs at the Geo Aggregates Concrete Plant in Fort Bragg (Under the Wylatti Enterprises Umbrella). These repairs (leaky roof, hole in floor) were immediately fixed following the citations and the case settled.

The second alleged OSHA violation took place with a member of our tree crew on a Caltrans Emergency project. Following the incident, WRM hired a third party outside consultant to revamp the tree division's Safety Management Program. Since then, all members of the tree crew have undergone labor specific training given by the outside consultant. This violation is still in the appeals process.

WRM has a proven record of experience, fitness, and capacity to perform public works contracts. In 2023 Caltrans invited us to be Speaking Participants on the North Region (D1, D2, & D3) Caltrans Contractor's Boot Camp panel due to our safety, integrity, and workplace efficiencies proven through our numerous and successful contracts with them. A panel shared jointly with Granite, Ghilotti, Golden State Bridge and Flat Iron Construction, and a panel for which we have been asked to speak on again this coming February 2024. Wylatti Resource Management stands by its *balanced bid* and is prepared to do the work for the contracted price.

January 25, 2024

Via U.S. Mail & Email

Olivia Grupp
Project Manager
City of Lakeport
225 Park Street
Lakeport, CA 95453
ogrupp@cityoflakeport.com

Re: Bid Advisory Against Wylatti Resource Management, Inc.'s Bid for City of Lakeport's GSL Pavement Rehabilitation Project

Dear Ms. Grupp:

I send this correspondence on behalf of my client, the Construction Industry Force Account Council ("CIFAC"), regarding the City of Lakeport's ("City") GSL Pavement Rehabilitation Project ("Project").

CIFAC is a non-profit coalition of construction industry associations, contractors and labor unions that monitors state and local agencies' compliance with competitive bidding laws. These laws, enshrined mostly in the California Public Contract Code, ensure that agencies use taxpayer funds responsibly and "obtain the best result for the public," while allowing contractors on public construction projects to compete on an open and level playing field.¹ CIFAC seeks to promote fair and open bidding on all public projects in California and does not advocate on behalf of any specific contractors.

CIFAC writes to apprise the City that Wylatti Resource Management, Inc.'s ("Wylatti") provided **false answers to two questions** in its bid for the above-referenced Project. These questions are critical to the City's determination whether a bidder is responsible, as they concern any legal penalties assessed against the bidder within the last five years relating to its work on a construction project and any ongoing agency investigations against the bidder. CIFAC asks the City to reject Wylatti's bid on the ground of responsibility due to Wylatti's plainly false answers and its documented history of violating labor and safety laws.

I. Wylatti Provides False Answers to Two Critical Questions in its Bid for the City Project

As part of the Bidder Information form of its bid package for the Project, Wylatti stated "**No**" to **both** of the following questions:

¹ *M & B Construction v. Yuba County Water Agency* (1999) 68 Cal.App.4th 1353, 1360; *see also Domar Electric, Inc. v. City of Los Angeles* (1994) 9 Cal.4th 161, 170-171.

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SHANE M. REED
DYLAN R. HOLMES

OF COUNSEL

ROBERTA D. PERKINS
ROBERT E. SZYKOWNY
ANDREA K. DON
LORI K. AQUINO

LABOR EDUCATOR

NINA FENDEL (Retired Attorney)

Admitted in California, unless
otherwise noted

Admitted in Hawaii

Also admitted in Nevada

Also admitted in Illinois

Also admitted in New York and
Alaska

Admitted in Nevada and
Washington

Also admitted in Idaho

Also admitted in New York

Has your firm or its officer been assessed any penalties by any agency for noncompliance, violations of Federal or State labor laws and/or business or licensing regulations within past five (5) years relating to your construction projects?

Does your firm or its officers have any ongoing investigations by any AGENCY regarding violations of the State Labor Code, California Business and Professions Code or State Licensing Laws?

However, publicly available information reveals these answers to be **plainly false** for multiple reasons.

First, Cal/OSHA both (1) has assessed penalties against Wylatti for violations of State labor laws and business regulations in the past five years and (2) is currently investigating Wylatti for violations of health and safety regulations promulgated under the Labor Code.

A review of the federal Occupational Safety & Health Administration (OSHA) enforcement inspection database reveals Cal/OSHA currently has two “OPEN” cases against Wylatti: Inspection #1663036.015, opened on April 12, 2023, and Inspection # 1658239.015, opened on March 22, 2023. (See Inspection and Violation Details, attached hereto as Attachment 1.) In both cases, Cal/OSHA has issued penalties against Wylatti. In the former case, Cal/OSHA found three violations and issued an initial \$1400 penalty against Wylatti. In the latter case, labeled an “accident” case, Cal/OSHA found two violations, including one “Serious” violation with a 10/10 gravity rating and issued a \$20,735 penalty against Wylatti.

Second, the California Department of Industrial Relations (DIR) both (1) has assessed penalties against Wylatti for prevailing wage and apprenticeship violations in the past five years and (2) is currently investigating Wylatti for violations of the Labor Code.

A review of recent Department of Industrial Relations (DIR) Case Assignment Letters and Civil Wage and Penalty Assessments against Wylatti (attached hereto as Attachment 2)² reveal at least four cases in the last five years in which DIR assessed Wylatti penalties and at least one ongoing investigation:

- On September 15, 2020, DIR assessed Wylatti \$42,602.03, including \$6,820 in penalties under Labor Code section 1775 and \$25,760 in penalties under Labor Code section 1777.7 for prevailing wage and apprenticeship violations on a Caltrans project in Mendocino County (DIR # 40-70132-149);
- On September 23, 2020, DIR assessed Wylatti \$4,480 in penalties under Labor Code section 1777.7 for apprenticeship violations on a Caltrans project in Mendocino County (DIR # 40-70142-149);
- Also on September 23, 2020, DIR assessed Wylatti \$1,920 in penalties under Labor Code section 1777.7 for apprenticeship violations on a City of Ukiah project (DIR #40-70148-149);

² CIFAC has only reviewed the Civil Wage and Penalty Assessments (CWPA) shared by the Foundation for Fair Contracting (FFC) in FFC’s January 23, 2024 correspondence with the City. All these CWPAs were initiated by FFC complaints. CIFAC strongly encourages the City to do its own investigation to determine whether other recent DIR has issued other CWPAs against Wylatti based on complaints by non-FFC entities.

- On September 28, 2020, DIR assessed Wylatti \$6,240 in penalties under Labor Code section 1777.7 for apprenticeship violations on a Mendocino County Resource Conservation District project (DIR # 40-70151-149); and
- DIR is currently investigating Wylatti on a Caltrans project in Sonoma (DIR Case # 40-76294-766). DIR assigned the case to an investigator in May 2023.

The above demonstrates that Wylatti provided plainly false answers to two critical bidder questions in its bid package for the Project, and that Wylatti has a practice of violating state labor and worker safety laws.

II. The City Can and Should Reject Wylatti's Bid on the Ground of Responsibility

The Public Contract Code requires a public agency to award its public works contracts to the lowest responsive and responsible bidder. Of particular relevance here, Public Contract Code section 20160 *et seq.* governs cities and requires public projects over \$5,000 to be competitively bid and awarded to the "lowest responsible bidder after notice."³ The Public Contract Code defines a "responsible" bidder as "a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract."⁴

Here, Wylatti's false answers to the two questions described above as well as its demonstrated practice of violating state labor and worker safety laws renders it untrustworthy and unfit to perform the Project for the City of Lakeport and therefore irresponsible for purposes of the Public Contract Code.

Accordingly, CIFAC respectfully requests that the City reject Wylatti's bid for the Project on the ground of responsibility and ensure that the Project is awarded to the lowest responsive and responsible bidder.

III. Conclusion

Please respond to this letter by February 9, 2024 indicating that the City will reject Wylatti's bid for the Project and ensure that the Project is awarded to the lowest responsive and responsible bidder pursuant to Public Contract Code section 20160 *et seq.* Please provide your response to me at amatsuoka@unioncounsel.net and to CIFAC's Executive Director, Michelle Pickens, at mpickens@cifac.org.

Please feel free to call me with any questions at (916) 443-6600. Thank you in advance for your consideration of this matter.

Sincerely,



Andrea Matsuoka

ACM:ct

Cc via Email: Michelle Pickens, CIFAC, Executive Director, mpickens@cifac.org

³ Pub. Contract Code, § 20162.

⁴ Pub. Contract Code, § 1103.

ATTACHMENT 1



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Inspection: 1663036.015 – Wylatti Resource Management Inc

Inspection Information - Office: Ca Sacramento M&T District Office

Inspection Nr: 1663036.015

Report ID: 0950651

Date Opened: 04/12/2023

Site Address:

Wylatti Resource Management Inc
1221 N Main St
Fort Bragg, CA 95437

Union Status: NonUnion

SIC:

NAICS: 237310/ Highway, Street, and
Bridge Construction

Mailing Address:

1221 N Main St, Fort Bragg, CA 95437

Inspection Type: Planned

Safety/Health: Safety

Scope: Complete

Close Conference: 07/25/2023

Advanced Notice: N

Emphasis: P:Mining, S:Mining

Ownership: Private

Case Closed:

Case Status: OPEN

Violation Summary

Violations/Penalties	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations				3		3
Current Violations				3		3
Initial Penalty	\$0	\$0	\$0	\$1,400	\$0	\$1,400
Current Penalty	\$0	\$0	\$0	\$1,120	\$0	\$1,120
FTA Penalty	\$0	\$0	\$0	\$0	\$0	\$0

Violation Items

#	Citation ID	Citation Type	Standard Cited	Issuance Date	Abatement Due Date	Current Penalty	Initial Penalty	FTA Penalty	Contest	Latest Event
1.	01001	Other	3212(A)(2)(A)	07/26/2023	08/30/2023	\$420	\$560	\$0		I - Informal Settlement
2.	01002	Other	7014(G)	07/26/2023		\$700	\$840	\$0		I - Informal Settlement
3.	02001	Other	4002(A)	07/26/2023	08/30/2023	\$0	\$0	\$0		I - Informal Settlement

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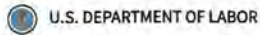
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Violation Detail

Standard Cited: 3212(A)(2)(A)

Inspection Nr: 1663036.015

Issuance Date: 07/26/2023

Report ID: 0950651

Citation: 01001

Nr Instances: 3

Contest Date:

Citation Type: Other

Nr Exposed: 1

Final Order: 08/09/2023

Abatement Date: 08/30/2023

Related Event Code (REC):

Emphasis:

Initial Penalty: \$560.00

Gravity: 5

Current Penalty: \$420.00

Penalty and Failure to Abate Event History

Type	Latest Event	Event Date	Penalty	Abatement Due Date	Citation Type	Failure to Abate Inspection
Penalty I: Informal Settlement		08/09/2023	\$420.00	08/30/2023	Other	
Penalty Z: Issued		07/26/2023	\$560.00	08/30/2023	Other	

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Violation Detail

Standard Cited: 7014(G)

Inspection Nr: 1663036.015

Citation: 01002

Citation Type: Other

Abatement Date: 3

Initial Penalty: \$840.00

Current Penalty: \$700.00

Issuance Date: 07/26/2023

Nr Instances: 2

Nr Exposed: 1

Related Event Code (REC):

Gravity: 5

Report ID: 0950651

Contest Date:

Final Order: 08/09/2023

Emphasis:

Penalty and Failure to Abate Event History

Type	Latest Event	Event Date	Penalty	Abatement Due Date	Citation Type	Failure to Abate Inspection
Penalty I: Informal Settlement		08/09/2023	\$700.00		Other	
Penalty Z: Issued		07/26/2023	\$840.00		Other	

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Violation Detail

Standard Cited: 4002(A)

Inspection Nr: 1663036.015

Issuance Date: 07/26/2023

Report ID: 0950651

Citation: 02001

Nr Instances: 3

Contest Date:

Citation Type: Other

Nr Exposed: 1

Final Order: 08/09/2023

Abatement Date: 08/30/2023

Related Event Code (REC):

Emphasis:

Initial Penalty: \$0.00

Gravity:

Current Penalty: \$0.00

Penalty and Failure to Abate Event History

Type	Latest Event	Event Date	Penalty	Abatement Due Date	Citation Type	Failure to Abate Inspection
Penalty I: Informal Settlement		08/09/2023	\$0.00	08/30/2023	Other	
Penalty Z: Issued		07/26/2023	\$0.00	08/30/2023	Other	

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
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Inspection Detail

Case Status: OPEN

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Inspection: 1658239.015 – Wylatti Resource Management Inc

Inspection Information - Office: Ca Sacramento

Inspection Nr: 1658239.015

Report ID: 0950621

Date Opened: 03/22/2023

Site Address:

Wylatti Resource Management Inc
Hwy 128 Closer
Boonville, CA 95415

Union Status: NonUnion

SIC:

NAICS: 237310/ Highway, Street, and
Bridge Construction

Mailing Address:

1221 N Main St, Fort Bragg, CA 95437

Inspection Type: Accident

Safety/Health: Safety

Scope: Partial

Close Conference: 08/17/2023

Advanced Notice: N

Emphasis:

Ownership: Private

Case Closed:

Related Activity

Type	Activity Nr	Safety	Health
Accident	2010105		

Case Status: OPEN

Violation Summary

Violations/Penalties	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1			1		2
Current Violations	1			1		2
Initial Penalty	\$20,250	\$0	\$0	\$485	\$0	\$20,735
Current Penalty	\$20,250	\$0	\$0	\$485	\$0	\$20,735
FTA Penalty	\$0	\$0	\$0	\$0	\$0	\$0

Violation Items

#	Citation ID	Citation Type	Standard Cited	Issuance Date	Abatement Due Date	Current Penalty	Initial Penalty	FTA Penalty	Contest	Latest Event	Notes
1.	01001	Other	3421(M)	08/17/2023		\$485	\$485	\$0	09/14/2023	C - Contested	
2.	02001	Serious	3427(C)(3)(C)	08/17/2023		\$20,250	\$20,250	\$0	09/14/2023	C - Contested	

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Violation Detail

Standard Cited: 3421(M)

Inspection Nr: 1658239.015

Issuance Date: 08/17/2023

Report ID: 0950621

Citation: 01001

Nr Instances: 2

Contest Date: 09/14/2023

Citation Type: Other

Nr Exposed: 10

Final Order:

Abatement Date: 3

Related Event Code (REC):

Emphasis:

Initial Penalty: \$485.00

Gravity: 5

Current Penalty: \$485.00

Penalty and Failure to Abate Event History

Type	Latest Event	Event Date	Penalty	Abatement Due Date	Citation Type	Failure to Abate Inspection
Penalty	C: Contested	09/20/2023	\$485.00		Other	
Penalty	Z: Issued	08/17/2023	\$485.00		Other	

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Violation Detail

Standard Cited: 3427(C)(3)(C)

Inspection Nr: 1658239.015

Issuance Date: 08/17/2023

Report ID: 0950621

Citation: 02001

Nr Instances: 1

Contest Date: 09/14/2023

Citation Type: Serious

Nr Exposed: 1

Final Order:

Abatement Date: 3

Related Event Code (REC):

Emphasis:

Initial Penalty: \$20,250.00

Gravity: 10

Current Penalty: \$20,250.00

Penalty and Failure to Abate Event History

Type	Latest Event	Event Date	Penalty	Abatement Due Date	Citation Type	Failure to Abate Inspection
Penalty	C: Contested	09/20/2023	\$20,250.00		Serious	
Penalty	Z: Issued	08/17/2023	\$20,250.00		Serious	

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ATTACHMENT 2

Labor Commissioner, State of California
Department of Industrial Relations
Division of Labor Standards Enforcement
Bureau of Field Enforcement- Public Works
TEL: (916) 263-3923
Email: tpham@dir.ca.gov

Gavin Newsom, Governor



DATE:
September 15, 2020

In Reply In Reply Refer to Case No.
40-70132-149

CIVIL WAGE AND PENALTY ASSESSMENT

739RP

Awarding Body: California Department of Transportation	Work Performed in County of Mendocino	
Project Name Remove slide debris, repair slope & drainage, restore roadway, erosion control	Project No. 01A1963	DIR Project ID No. 277337
Prime Contractor Wylatti Resource Management Inc.	CSLB License No. 934597	Contractor Registration (PWC) No. 1000001453
Subcontractor(s)	CSLB License No.	Contractor Registration (PWC) No.
Second or Third-tier Subcontractor, if applicable	CSLB License No.	Contractor Registration (PWC) No.

After an investigation concerning the payment of wages to workers employed in the execution of the contract for the above-named public works project, compliance with the apprenticeship standards found in Labor Code section 1777.5, or compliance with the registration requirements set forth in Labor Code section 1725.5, the Labor Commissioner has determined that violations of the California Labor Code have been committed by the contractor and/or subcontractor(s) identified above. In accordance with Labor Code section 1741, the Labor Commissioner hereby issues this Civil Wage and Penalty Assessment.

TOTAL ASSESSMENT: \$42,602.03

The nature of the violations of the Labor Code and the basis for the assessment are as follows:

Wage Violations: Violation of Labor Code Section 1773.1 for failure to pay training fund contributions pursuant to the determination Teamster NC-23-261-1-2018-1, Laborer and Construction Specialist NC-23-102-1-2018-2, and Operating Engineer NC-23-102-1-2018-2.
Pursuant to Labor Code Section 1775, penalty assessed at \$5.00 per violation.

The attached Audit Summary further details the basis for this Assessment and itemizes the calculation of wages and penalties due under Labor Code sections 1775 and 1813, if applicable.

The Labor Commissioner has determined the total amount of **wages** due is: **\$10,022.03**

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section 1775 is: **\$6,820.00**

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section 1813 is: **\$0.00**

(continued on next page)

STATE LABOR COMMISSIONER

By Thuy Pham
Thuy Pham
Deputy Labor Commissioner



Apprenticeship Violations: Violation of Labor Code Section 1777.5 for failure to submit Public Works Contract Award Information (form DAS 140) and Request for Dispatch of an Apprentice (form DAS 142) to DAS-approved apprenticeship programs, and failure to employ apprentices in compliance with apprentice to journeyman ratio for Laborer / Construction Specialist and Operating Engineer classifications.

Pursuant to Labor Code Section 1777.7, penalty assessed at \$80.00 per violation.

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section 1777.7 is:

\$25,760.00

Labor Code Section 1776 Violations:

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section 1776(h) against is: \$0.00

Public Works Contractor Registration Violations:

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section 1771.1 against

General contractor Wylatti Resource Management Inc.

is: \$0.00

Subcontractor

is: \$0.00

Second-tier subcontractor

is: \$0.00

Third-tier subcontractor, if applicable

is: \$0.00

Please refer to page 6 for specific withholding obligations pertaining to these amounts.

(continued on next page)

Notice of Right to Obtain Review - Formal Hearing

In accordance with Labor Code section 1742, an affected contractor or subcontractor may obtain review of this Civil Wage and Penalty Assessment by transmitting a written request to the office of the Labor Commissioner that appears below within 60 days after service of the assessment.

To obtain a hearing, a written Request for Review must be transmitted to the following address:

Labor Commissioner - State of California
Civil Wage and Penalty Assessment Review Office
PO Box 255809
2801 Arden Way
Sacramento, CA 95825

A Request for Review either shall clearly identify the Civil Wage and Penalty Assessment from which review is sought, including the date of the assessment, or it shall include a copy of the assessment as an attachment, and shall also set forth the basis upon which the assessment is being contested. In accordance with Labor Code section 1742, the contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Commissioner at the hearing within 20 days of the Labor Commissioner's receipt of the written Request for Review.

Failure by a contractor or subcontractor to submit a timely Request for Review will result in a final order which shall be binding on the contractor and subcontractor, and which shall also be binding, with respect to the amount due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. Labor Code section 1743.

In accordance with Labor Code section 1742(d), a certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the State against the person assessed in the amount shown on the certified order.

(continued on next page)

Payment of Civil Wage and Penalty Assessment

Payment of the assessed wages and/or penalties, including interest on all due and unpaid wages pursuant to Labor Code section 1741(b), must be made by check or money order payable to the Division of Labor Standards Enforcement and mailed to the following address along with a copy of this Civil Wage and Penalty Assessment:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Cashiering Unit
2031 Howe Avenue, Suite 100
Sacramento, CA 95825-0196

Opportunity for Settlement Meeting

In accordance with Labor Code section 1742.1(c), the Labor Commissioner shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of this Civil Wage and Penalty Assessment, afford the contractor or subcontractor the opportunity to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding the assessment. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period for seeking a hearing as set forth under the heading Notice of Right to Obtain Review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. This opportunity to timely request an informal settlement meeting is in addition to the right to obtain a formal hearing, and a settlement meeting may be requested even if a written Request for Review has already been made.

Requesting a settlement meeting, however, does not extend the 60-day period during which a formal hearing may be requested.

A written request to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding this assessment must be transmitted to Thuy Pham at the following address:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Public Works Unit
2031 Howe Avenue, Suite #100
Sacramento, CA 95825

(continued on next page)

Liquidated Damages

In accordance with Labor Code section 1742.1(a), after 60 days following the service of this Civil Wage and Penalty Assessment, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment shall be liable for liquidated damages in an amount equal to the wages, or portion that still remain unpaid. If the assessment subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid.

Notwithstanding the above, in accordance with Labor Code section 1742.1(b), there shall be no liability for liquidated damages if the full amount of the assessment or notice, including penalties, has been deposited with the Department of Industrial Relations, within 60 days following service of the Assessment or Notice, for the Department to hold in escrow pending administrative and judicial review. The Department shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities who are found to be entitled to such funds.

The full amount of the assessment that should be deposited is:

\$42,602.03

Deposits must be made by check or money order payable to the Department of Industrial Relations with a cover letter and a copy of the Civil Wage and Penalty Assessment and mailed to:

Department of Industrial Relations
Attention Cashiering Unit
P.O. Box 420603
San Francisco, CA 94142

(continued on next page)

Statutory Withholding Obligations

1. Awarding Body Withholding Obligations

In accordance with Labor Code section 1727(a), before making payments to the contractor of money due under a contract for public work, the awarding body shall withhold and retain therefrom all amounts required to satisfy this Civil Wage and Penalty Assessment. The amount required to satisfy this Civil Wage and Penalty Assessment shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

The amount which must be withheld and retained by the awarding body pursuant to this Civil Wage and Penalty Assessment is:

Wages Due:	\$0.00
Training Funds Due:	\$10,022.03
Penalties Due Under Labor Code section 1775:	\$6,820.00
Penalties Due Under Labor Code section 1813:	\$0.00
Penalties Due Under Labor Code section 1777.7:	\$25,760.00
Penalties Due Under Labor Code section 1776(h):	\$0.00
Penalties Due Under Labor Code section 1771.1:	\$0.00
Total Withholding Amount:	\$42,602.03

2. Prime Contractor Withholding Obligations:

In accordance with Labor Code section 1727(b), if the awarding body has not retained sufficient money under the contract to satisfy this Civil Wage and Penalty Assessment based on a subcontractor's violations, the contractor shall, upon the request of the Labor Commissioner, withhold sufficient money due the subcontractor under the contract to satisfy the assessment and transfer the money to the awarding body. This amount shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

☒ **If this box is checked**, the Labor Commissioner hereby requests that the prime contractor withhold the following amount from money due the subcontractor and transfer the money to the awarding body to satisfy this assessment:

Wages Due:	\$0.00
Training Funds Due:	\$10,022.03
Penalties Due Under Labor Code section 1775:	\$6,820.00
Penalties Due Under Labor Code section 1813:	\$0.00
Penalties Due Under Labor Code section 1777.7:	\$25,760.00
Penalties Due Under Labor Code section 1776(h):	\$0.00
Penalties Due Under Labor Code section 1771.1:	\$0.00
Total Withholding Amount:	\$42,602.03


Distribution:

Awarding Body

Surety(s) on Bond

Prime Contractor

Subcontractor(s)

Labor Commissioner, State of California Department of Industrial Relations Division of Labor Standards Enforcement Bureau of Field Enforcement- Public Works TEL: (916) 263-3923 Email: tpham@dir.ca.gov	Gavin Newsom, Governor  <div style="text-align: right; color: blue;">RECEIVED</div>
DATE: September 23, 2020	In Reply In Reply Refer to Case No: 40-70142-149

CIVIL WAGE AND PENALTY ASSESSMENT 733RP SEP 25 2020

Awarding Body California Department of Transportation - Division of Procurement and Contracts	Work Performed in County of Mendocino		Foundation for Fair Contracting
Project Name Emergency Force Account	Project No. 01A1952	DIR Project ID No. 275845	
Prime Contractor Wylatti Resource Management Inc., a Corporation	CSLB License No. 934597	Contractor Registration (PWCR) No. 1000001453	
Subcontractor(s)	CSLB License No.	Contractor Registration (PWCR) No.	
Second or Third-tier Subcontractor, if applicable	CSLB License No.	Contractor Registration (PWCR) No.	

After an investigation concerning the payment of wages to workers employed in the execution of the contract for the above-named public works project, compliance with the apprenticeship standards found in Labor Code section 1777.5, or compliance with the registration requirements set forth in Labor Code section 1725.5, the Labor Commissioner has determined that violations of the California Labor Code have been committed by the contractor and/or subcontractor(s) identified above. In accordance with Labor Code section 1741, the Labor Commissioner hereby issues this Civil Wage and Penalty Assessment.

TOTAL ASSESSMENT:	<u>\$4,480.00</u>
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The nature of the violations of the Labor Code and the basis for the assessment are as follows:

Wage Violations: N/A

The attached Audit Summary further details the basis for this Assessment and itemizes the calculation of wages and penalties due under Labor Code sections 1775 and 1813, if applicable.

The Labor Commissioner has determined the total amount of wages due is: \$0.00

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section 1775 is: \$0.00

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section 1813 is: \$0.00

(continued on next page)

STATE LABOR COMMISSIONER

By 
 Thuy Pham
 Deputy Labor Commissioner



Apprenticeship Violations: Violation of Labor Code Section 1777.5 for failure to submit Public Works Contract Award Information (form DAS 140) and Request for Dispatch of an Apprentice (form DAS 142) to DAS-approved apprenticeship programs, and failure to employ apprentices in compliance with apprentice to journeyman ratio for Laborer and Operating Engineer classifications.
Pursuant to Labor Code Section 1777.7, penalty assessed at \$80.00 per violation.

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section **1777.7** is:

\$4,480.00

Labor Code Section 1776 Violations:

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section **1776(h)** against is: \$0.00

Public Works Contractor Registration Violations:

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section **1771.1** against

General contractor is: \$0.00

Subcontractor is: \$0.00

Second-tier subcontractor is: \$0.00

Third-tier subcontractor, if applicable is: \$0.00

Please refer to page 6 for specific withholding obligations pertaining to these amounts.

(continued on next page)

Notice of Right to Obtain Review - Formal Hearing

In accordance with Labor Code section 1742, an affected contractor or subcontractor may obtain review of this Civil Wage and Penalty Assessment by transmitting a written request to the office of the Labor Commissioner that appears below within 60 days after service of the assessment.

To obtain a hearing, a written Request for Review must be transmitted to the following address:

Labor Commissioner - State of California
Civil Wage and Penalty Assessment Review Office
PO Box 255809
2801 Arden Way
Sacramento, CA 95825

A Request for Review either shall clearly identify the Civil Wage and Penalty Assessment from which review is sought, including the date of the assessment, or it shall include a copy of the assessment as an attachment, and shall also set forth the basis upon which the assessment is being contested. In accordance with Labor Code section 1742, the contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Commissioner at the hearing within 20 days of the Labor Commissioner's receipt of the written Request for Review.

Failure by a contractor or subcontractor to submit a timely Request for Review will result in a final order which shall be binding on the contractor and subcontractor, and which shall also be binding, with respect to the amount due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. Labor Code section 1743.

In accordance with Labor Code section 1742(d), a certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the State against the person assessed in the amount shown on the certified order.

(continued on next page)

Payment of Civil Wage and Penalty Assessment

Payment of the assessed wages and/or penalties, including interest on all due and unpaid wages pursuant to Labor Code section 1741(b), must be made by check or money order payable to the Division of Labor Standards Enforcement and mailed to the following address along with a copy of this Civil Wage and Penalty Assessment:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Cashiering Unit
2031 Howe Avenue, Suite 100
Sacramento, CA 95825-0196

Opportunity for Settlement Meeting

In accordance with Labor Code section 1742.1(c), the Labor Commissioner shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of this Civil Wage and Penalty Assessment, afford the contractor or subcontractor the opportunity to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding the assessment. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period for seeking a hearing as set forth under the heading Notice of Right to Obtain Review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. This opportunity to timely request an informal settlement meeting is in addition to the right to obtain a formal hearing, and a settlement meeting may be requested even if a written Request for Review has already been made.

Requesting a settlement meeting, however, does not extend the 60-day period during which a formal hearing may be requested.

A written request to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding this assessment must be transmitted to Thuy Pham at the following address:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Public Works Unit
2031 Howe Avenue, Suite #100
Sacramento, CA 95825

(continued on next page)

Liquidated Damages

In accordance with Labor Code section 1742.1(a), after 60 days following the service of this Civil Wage and Penalty Assessment, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment shall be liable for liquidated damages in an amount equal to the wages, or portion that still remain unpaid. If the assessment subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid.

Notwithstanding the above, in accordance with Labor Code section 1742.1(b), there shall be no liability for liquidated damages if the full amount of the assessment or notice, including penalties, has been deposited with the Department of Industrial Relations, within 60 days following service of the Assessment or Notice, for the Department to hold in escrow pending administrative and judicial review. The Department shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities who are found to be entitled to such funds.

The full amount of the assessment that should be deposited is:

\$4,480.00

Deposits must be made by check or money order payable to the Department of Industrial Relations with a cover letter and a copy of the Civil Wage and Penalty Assessment and mailed to:

Department of Industrial Relations
Attention Cashiering Unit
P.O. Box 420603
San Francisco, CA 94142

(continued on next page)

Statutory Withholding Obligations

1. Awarding Body Withholding Obligations

In accordance with Labor Code section 1727(a), before making payments to the contractor of money due under a contract for public work, the awarding body shall withhold and retain therefrom all amounts required to satisfy this Civil Wage and Penalty Assessment. The amount required to satisfy this Civil Wage and Penalty Assessment shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

The amount which must be withheld and retained by the awarding body pursuant to this Civil Wage and Penalty Assessment is:

Wages Due:	\$0.00
Training Funds Due:	\$0.00
Penalties Due Under Labor Code section 1775:	\$0.00
Penalties Due Under Labor Code section 1813:	\$0.00
Penalties Due Under Labor Code section 1777.7:	\$4,480.00
Penalties Due Under Labor Code section 1776(h):	\$0.00
Penalties Due Under Labor Code section 1771.1:	\$0.00
Total Withholding Amount:	\$4,480.00

2. Prime Contractor Withholding Obligations:

In accordance with Labor Code section 1727(b), if the awarding body has not retained sufficient money under the contract to satisfy this Civil Wage and Penalty Assessment based on a subcontractor's violations, the contractor shall, upon the request of the Labor Commissioner, withhold sufficient money due the subcontractor under the contract to satisfy the assessment and transfer the money to the awarding body. This amount shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

☒ If this box is checked, the Labor Commissioner hereby requests that the prime contractor withhold the following amount from money due the subcontractor and transfer the money to the awarding body to satisfy this assessment:

Wages Due:	\$0.00
Training Funds Due:	\$0.00
Penalties Due Under Labor Code section 1775:	\$0.00
Penalties Due Under Labor Code section 1813:	\$0.00
Penalties Due Under Labor Code section 1777.7:	\$4,480.00
Penalties Due Under Labor Code section 1776(h):	\$0.00
Penalties Due Under Labor Code section 1771.1:	\$0.00
Total Withholding Amount:	\$4,480.00

Distribution:
Awarding Body
Surety(s) on Bond
Prime Contractor
Subcontractor(s)

Labor Commissioner, State of California
Department of Industrial Relations
Division of Labor Standards Enforcement
Bureau of Field Enforcement- Public Works
TEL: (916) 263-3923
Email: tpham@dir.ca.gov

Gavin Newsom, Governor



DATE:
September 23, 2020

In Reply In Reply Refer to Case No:
40-70148-149

RECEIVED

CIVIL WAGE AND PENALTY ASSESSMENT

737RP SEP 25 2020

Awarding Body City of Ukiah	Work Performed in County of Mendocino	Foundation for Fair Contracting
Project Name Oak Manor Joint Trench Project	Project No. 18-07	DIR Project ID No. 276051
Prime Contractor Wylatti Resource Management Inc., a corporation	CSLB License No. 934597	Contractor Registration (PWCR) No. 1000001453
Subcontractor(s)	CSLB License No.	Contractor Registration (PWCR) No.
Second or Third-tier Subcontractor, if applicable	CSLB License No.	Contractor Registration (PWCR) No.

After an investigation concerning the payment of wages to workers employed in the execution of the contract for the above-named public works project, compliance with the apprenticeship standards found in Labor Code section 1777.5, or compliance with the registration requirements set forth in Labor Code section 1725.5, the Labor Commissioner has determined that violations of the California Labor Code have been committed by the contractor and/or subcontractor(s) identified above. In accordance with Labor Code section 1741, the Labor Commissioner hereby issues this Civil Wage and Penalty Assessment.

TOTAL ASSESSMENT: \$1,920.00

The nature of the violations of the Labor Code and the basis for the assessment are as follows:

Wage Violations:

The attached Audit Summary further details the basis for this Assessment and itemizes the calculation of wages and penalties due under Labor Code sections 1775 and 1813, if applicable.

The Labor Commissioner has determined the total amount of wages due is: \$0.00

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section 1775 is: \$0.00

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section 1813 is: \$0.00

(continued on next page)

STATE LABOR COMMISSIONER

By

Thuy Pham

Deputy Labor Commissioner



Apprenticeship Violations: Violation of Labor Code Section 1777.5 for failure to submit Public Works Contract Award Information (form DAS 140) and Request for Dispatch of an Apprentice (form DAS 142) to DAS-approved apprenticeship programs, and failure to employ apprentices in compliance with apprentice to journeyman ratio for Laborer classification.

Pursuant to Labor Code Section 1777.7, penalty assessed at \$80.00 per violation.

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section 1777.7 is:

\$1,920.00

Labor Code Section 1776 Violations:

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section 1776(h) against
is: \$0.00

Public Works Contractor Registration Violations:

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section 1771.1 against

General contractor is: \$0.00

Subcontractor is: \$0.00

Second-tier subcontractor is: \$0.00

Third-tier subcontractor, if applicable is: \$0.00

Please refer to page 6 for specific withholding obligations pertaining to these amounts.

(continued on next page)

Notice of Right to Obtain Review - Formal Hearing

In accordance with Labor Code section 1742, an affected contractor or subcontractor may obtain review of this Civil Wage and Penalty Assessment by transmitting a written request to the office of the Labor Commissioner that appears below within 60 days after service of the assessment.

To obtain a hearing, a written Request for Review must be transmitted to the following address:

Labor Commissioner - State of California
Civil Wage and Penalty Assessment Review Office
PO Box 255809
2801 Arden Way
Sacramento, CA 95825

A Request for Review either shall clearly identify the Civil Wage and Penalty Assessment from which review is sought, including the date of the assessment, or it shall include a copy of the assessment as an attachment, and shall also set forth the basis upon which the assessment is being contested. In accordance with Labor Code section 1742, the contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Commissioner at the hearing within 20 days of the Labor Commissioner's receipt of the written Request for Review.

Failure by a contractor or subcontractor to submit a timely Request for Review will result in a final order which shall be binding on the contractor and subcontractor, and which shall also be binding, with respect to the amount due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. Labor Code section 1743.

In accordance with Labor Code section 1742(d), a certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the State against the person assessed in the amount shown on the certified order.

(continued on next page)

Payment of Civil Wage and Penalty Assessment

Payment of the assessed wages and/or penalties, including interest on all due and unpaid wages pursuant to Labor Code section 1741(b), must be made by check or money order payable to the Division of Labor Standards Enforcement and mailed to the following address along with a copy of this Civil Wage and Penalty Assessment:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Cashiering Unit
2031 Howe Avenue, Suite 100
Sacramento, CA 95825-0196

Opportunity for Settlement Meeting

In accordance with Labor Code section 1742.1(c), the Labor Commissioner shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of this Civil Wage and Penalty Assessment, afford the contractor or subcontractor the opportunity to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding the assessment. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period for seeking a hearing as set forth under the heading Notice of Right to Obtain Review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. This opportunity to timely request an informal settlement meeting is in addition to the right to obtain a formal hearing, and a settlement meeting may be requested even if a written Request for Review has already been made.

Requesting a settlement meeting, however, does not extend the 60-day period during which a formal hearing may be requested.

A written request to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding this assessment must be transmitted to Thuy Pham at the following address:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Public Works Unit
2031 Howe Avenue, Suite #100
Sacramento, CA 95825

(continued on next page)

Liquidated Damages

In accordance with Labor Code section 1742.1(a), after 60 days following the service of this Civil Wage and Penalty Assessment, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment shall be liable for liquidated damages in an amount equal to the wages, or portion that still remain unpaid. If the assessment subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid.

Notwithstanding the above, in accordance with Labor Code section 1742.1(b), there shall be no liability for liquidated damages if the full amount of the assessment or notice, including penalties, has been deposited with the Department of Industrial Relations, within 60 days following service of the Assessment or Notice, for the Department to hold in escrow pending administrative and judicial review. The Department shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities who are found to be entitled to such funds.


The full amount of the assessment that should be deposited is:

\$1,920.00

Deposits must be made by check or money order payable to the Department of Industrial Relations with a cover letter and a copy of the Civil Wage and Penalty Assessment and mailed to:

Department of Industrial Relations
Attention Cashiering Unit
P.O. Box 420603
San Francisco, CA 94142

(continued on next page)

Labor Commissioner, State of California Department of Industrial Relations Division of Labor Standards Enforcement Bureau of Field Enforcement - Public Works Email: tpham@dir.ca.gov	Gavin Newsom, Governor  RECEIVED
DATE: September 28, 2020	In Reply In Reply Refer to Case No: 40-70151-149

CIVIL WAGE AND PENALTY ASSESSMENT 736 RP

OCT - 1 2020

Foundation for Fair Contracting

Awarding Body Mendocino County Resource Conservation District	Work Performed in County of Mendocino	
Project Name Mendocino Coast TMDL Implementation Program	Project No. 32402	DIR Project ID No. 255304
Prime Contractor Wylatti Resource Management Inc., a Corporation	CSLB License No. 934597	Contractor Registration (PWC) No. 1000001453
Subcontractor(s)	CSLB License No.	Contractor Registration (PWC) No.
Second or Third-tier Subcontractor, if applicable	CSLB License No.	Contractor Registration (PWC) No.

After an investigation concerning the payment of wages to workers employed in the execution of the contract for the above-named public works project, compliance with the apprenticeship standards found in Labor Code section 1777.5, or compliance with the registration requirements set forth in Labor Code section 1725.5, the Labor Commissioner has determined that violations of the California Labor Code have been committed by the contractor and/or subcontractor(s) identified above. In accordance with Labor Code section 1741, the Labor Commissioner hereby issues this Civil Wage and Penalty Assessment.

TOTAL ASSESSMENT:	<u>\$6,240.00</u>
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The nature of the violations of the Labor Code and the basis for the assessment are as follows:

Wage Violations: N/A

The attached Audit Summary further details the basis for this Assessment and itemizes the calculation of wages and penalties due under Labor Code sections 1775 and 1813, if applicable.

The Labor Commissioner has determined the total amount of **wages** due is: \$0.00

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section **1775** is: \$0.00

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section **1813** is: \$0.00

(continued on next page)

STATE LABOR COMMISSIONER

By 
 Thuy Pham
 Deputy Labor Commissioner



Apprenticeship Violations: Violation of Labor Code Section 1777.5 for failure to submit Public Works Contract Award Information (form DAS 140) and Request for Dispatch of an Apprentice (form DAS 142) to DAS-approved apprenticeship programs, and failure to employ apprentices in compliance with apprentice to journeyman ratio for Laborer and Operating Engineer classifications.
Pursuant to Labor Code Section 1777.7, penalty assessed at \$80.00 per violation.

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section **1777.7** is:

\$6,240.00

Labor Code Section 1776 Violations:

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section **1776(h)** against _____ is: \$0.00

Public Works Contractor Registration Violations:

The Labor Commissioner has determined the amount of penalties assessed under Labor Code section **1771.1** against

General contractor is: \$0.00

Subcontractor is: \$0.00

Second-tier subcontractor is: \$0.00

Third-tier subcontractor, if applicable is: \$0.00

Please refer to page 6 for specific withholding obligations pertaining to these amounts.

(continued on next page)

Notice of Right to Obtain Review - Formal Hearing

In accordance with Labor Code section 1742, an affected contractor or subcontractor may obtain review of this Civil Wage and Penalty Assessment by transmitting a written request to the office of the Labor Commissioner that appears below within 60 days after service of the assessment.

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Civil Wage and Penalty Assessment Review Office
PO Box 255809
2801 Arden Way
Sacramento, CA 95825

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In accordance with Labor Code section 1742(d), a certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the State against the person assessed in the amount shown on the certified order.

(continued on next page)

Payment of Civil Wage and Penalty Assessment

Payment of the assessed wages and/or penalties, including interest on all due and unpaid wages pursuant to Labor Code section 1741(b), must be made by check or money order payable to the Division of Labor Standards Enforcement and mailed to the following address along with a copy of this Civil Wage and Penalty Assessment:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Cashiering Unit
2031 Howe Avenue, Suite 100
Sacramento, CA 95825-0196

Opportunity for Settlement Meeting

In accordance with Labor Code section 1742.1(c), the Labor Commissioner shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of this Civil Wage and Penalty Assessment, afford the contractor or subcontractor the opportunity to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding the assessment. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period for seeking a hearing as set forth under the heading Notice of Right to Obtain Review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. This opportunity to timely request an informal settlement meeting is in addition to the right to obtain a formal hearing, and a settlement meeting may be requested even if a written Request for Review has already been made.

Requesting a settlement meeting, however, does not extend the 60-day period during which a formal hearing may be requested.

A written request to meet with the Labor Commissioner or his or her designee to attempt to settle a dispute regarding this assessment must be transmitted to Thuy Pham at the following address:

State of California - Department of Industrial Relations
Division of Labor Standards Enforcement - Public Works Unit
2031 Howe Avenue, Suite #100
Sacramento, CA 95825

(continued on next page)

Liquidated Damages

In accordance with Labor Code section 1742.1(a), after 60 days following the service of this Civil Wage and Penalty Assessment, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment shall be liable for liquidated damages in an amount equal to the wages, or portion that still remain unpaid. If the assessment subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid.

Notwithstanding the above, in accordance with Labor Code section 1742.1(b), there shall be no liability for liquidated damages if the full amount of the assessment or notice, including penalties, has been deposited with the Department of Industrial Relations, within 60 days following service of the Assessment or Notice, for the Department to hold in escrow pending administrative and judicial review. The Department shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities who are found to be entitled to such funds.

The full amount of the assessment that should be deposited is:

\$6,240.00

Deposits must be made by check or money order payable to the Department of Industrial Relations with a cover letter and a copy of the Civil Wage and Penalty Assessment and mailed to:

Department of Industrial Relations
Attention Cashiering Unit
P.O. Box 420603
San Francisco, CA 94142

(continued on next page)

Statutory Withholding Obligations

1. Awarding Body Withholding Obligations

In accordance with Labor Code section 1727(a), before making payments to the contractor of money due under a contract for public work, the awarding body shall withhold and retain therefrom all amounts required to satisfy this Civil Wage and Penalty Assessment. The amount required to satisfy this Civil Wage and Penalty Assessment shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

The amount which must be withheld and retained by the awarding body pursuant to this Civil Wage and Penalty Assessment is:

Wages Due:	\$0.00
Training Funds Due:	\$0.00
Penalties Due Under Labor Code section 1775:	\$0.00
Penalties Due Under Labor Code section 1813:	\$0.00
Penalties Due Under Labor Code section 1777.7:	\$6,240.00
Penalties Due Under Labor Code section 1776(h):	\$0.00
Penalties Due Under Labor Code section 1771.1:	\$0.00
Total Withholding Amount:	\$6,240.00

2. Prime Contractor Withholding Obligations:

In accordance with Labor Code section 1727(b), if the awarding body has not retained sufficient money under the contract to satisfy this Civil Wage and Penalty Assessment based on a subcontractor's violations, the contractor shall, upon the request of the Labor Commissioner, withhold sufficient money due the subcontractor under the contract to satisfy the assessment and transfer the money to the awarding body. This amount shall not be disbursed by the awarding body until receipt of a final order that is no longer subject to judicial review.

☒ If this box is checked, the Labor Commissioner hereby requests that the prime contractor withhold the following amount from money due the subcontractor and transfer the money to the awarding body to satisfy this assessment:

Wages Due:	\$0.00
Training Funds Due:	\$0.00
Penalties Due Under Labor Code section 1775:	\$0.00
Penalties Due Under Labor Code section 1813:	\$0.00
Penalties Due Under Labor Code section 1777.7:	\$6,240.00
Penalties Due Under Labor Code section 1776(h):	\$0.00
Penalties Due Under Labor Code section 1771.1:	\$0.00
Total Withholding Amount:	\$6,240.00


Distribution:

Awarding Body

Surety(s) on Bond

Prime Contractor

Subcontractor(s)

Labor Commissioner, State of California Department of Industrial Relations Division of Labor Standards Enforcement Bureau of Field Enforcement- Public Works 2031 Howe Avenue, Suite #100 Sacramento, CA 95825 TEL: (916) 263-6675 EMAIL: MNolasco@dir.ca.gov		Gavin Newsom, Governor  928RP
FFC 3807 Pasadena Ave., Ste 150 Sacramento, CA 95821		RECEIVED
DATE: May 26, 2023	In Reply Refer to Case No: 40-76294-766	

CASE ASSIGNMENT LETTER

Project Name: 04-Son-101-R55.8	Awarding Body: California Department of Transportation (Caltrans)	Project No.: 0	DIR Project ID: 409302
Prime Contractor WYLATTI RESOURCE MANAGEMENT, INC.			
Subcontractor			

JUN - 2 2023

Foundation for Fair Contracting

Please be advised that I have been assigned to investigate your complaint against the above named contractor.

Any additional information should be directed to my attention, in writing. Please reference the case number on all correspondence.

You will be kept advised of the progress of this investigation as needed and of the final disposition in this matter.

STATE LABOR COMMISSIONER

By Maritza Nolasco
 Maritza Nolasco
 Deputy Labor Commissioner



CITY OF LAKEPORT

PLANS FOR THE

GSL PAVEMENT REHABILITATION

GREEN STREET, SAYRE STREET, HILLCREST DRIVE & LOCH DRIVE

Bid No. 23-02



CITY OF LAKEPORT
GSL PAVEMENT REHABILITATION

TITLE SHEET



CITY OF LAKEPORT: VICINITY MAP
NOT TO SCALE

SHEET INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	SITE PLAN
3	SITE PLAN
4	ENLARGEMENT 'A'
5	DETAILS

CITY OF LAKEPORT: CONTACT INFORMATION

RON LADD
PUBLIC WORKS DIRECTOR
591 MARTIN STREET
LAKEPORT, CA 95453
(707) 263-3578

PAUL R. CURREN, P.E.
CITY ENGINEER
225 PARK STREET
LAKEPORT, CA 95453
(707) 263-5615 EXT. 407

KEVIN INGRAM
CITY MANAGER
200 PARK STREET
LAKEPORT, CA 95435
(707) 263-5615 EXT. 201

APPROVED:

11/27/2023

KEVIN M. INGRAM, CITY MANAGER

DATE

11/27/2023

RON LADD, PUBLIC WORKS DIRECTOR

DATE

CERTIFICATION:

I CERTIFY THAT THIS PROJECT WAS DESIGNED BY ME OR UNDER MY DIRECTION IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES.

11/27/2023

PAUL R. CURREN, CITY ENGINEER

DATE



PROJECT ENGINEER:

PAUL R. CURREN, P.E.

LICENSE:
C34527

EXPIRATION:
9-30-25

DATE NOV. 2023

SCALE --

DRAWN BY MPW

ORIGINAL SHEET SIZE 11x17

SCALE VERIFICATION










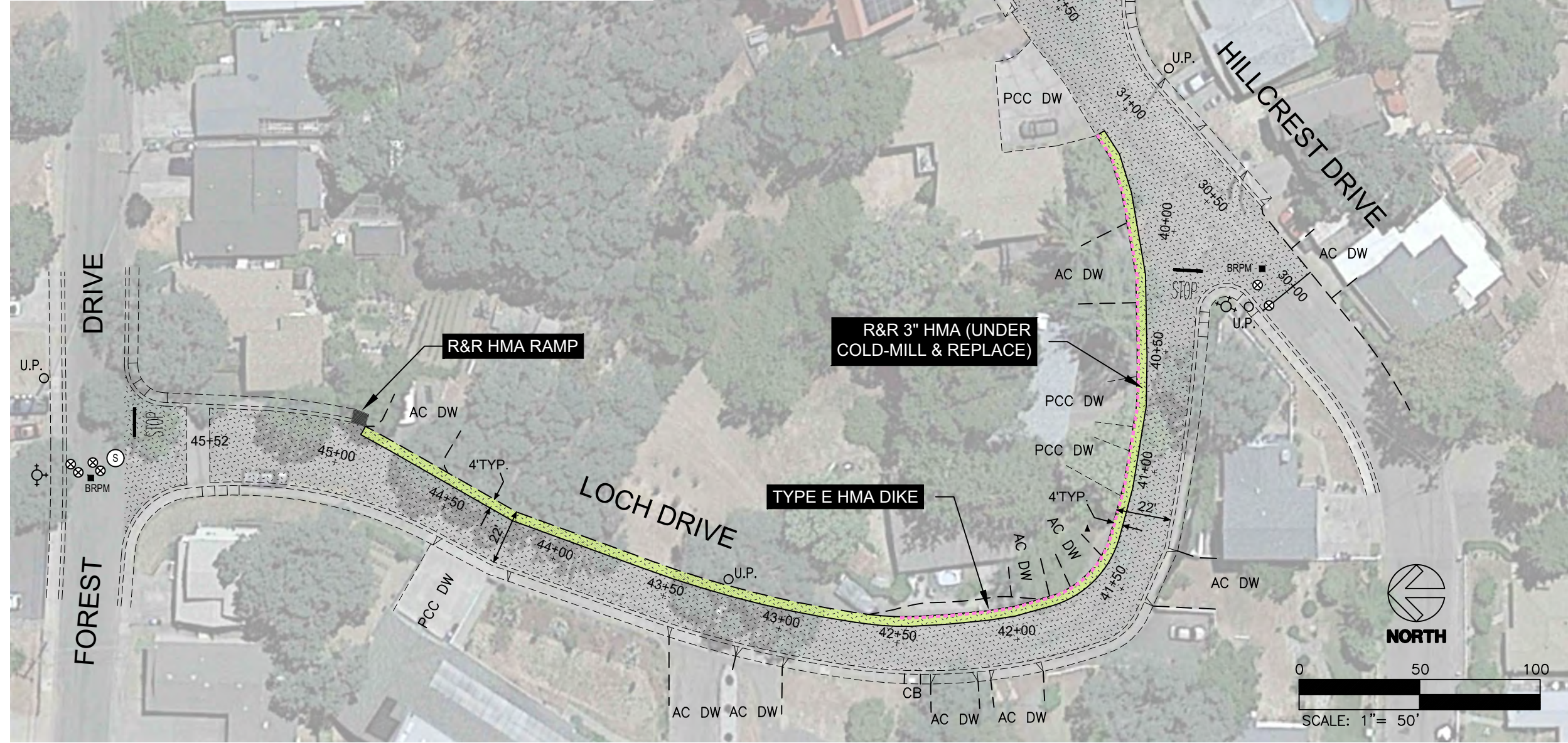
Bar measures
1" on original

SHEET

1 of 5

LEGEND

- 
- COLD MILL & REPLACE 2-1/2" HMA
- 
- REMOVE & REPLACE 3" HMA
(UNDER COLD-MILL & REPLACE)
- 
- COLD-MILL, FULL-DEPTH RECLAMATION,
REGRADE & PLACE 3" HMA
- 
- R&R PCC SIDEWALK, CURB &/OR GUTTER
- 
- REMOVE SIDEWALK, BACKFILL W/TOPSOIL
- 
- REMOVE & REPLACE / INSTALL TYPE E HMA DIKE
- 
- INSTALL ROOT BARRIER



MATCH LINE STA. 15+00 - SEE SHEET 3



CITY OF LAKEPORT
GSL PAVEMENT REHABILITATION

SITE PLAN: LOCH DRIVE,
HILLCREST DRIVE, GREEN STREET

PROJECT ENGINEER:
PAUL R. CURREN, P.E.

LICENSE:
C34527

EXPIRATION:
9-30-25

DATE
NOV. 2023

SCALE
1"= 50'

DRAWN BY
MPW

ORIGINAL SHEET SIZE
11x17

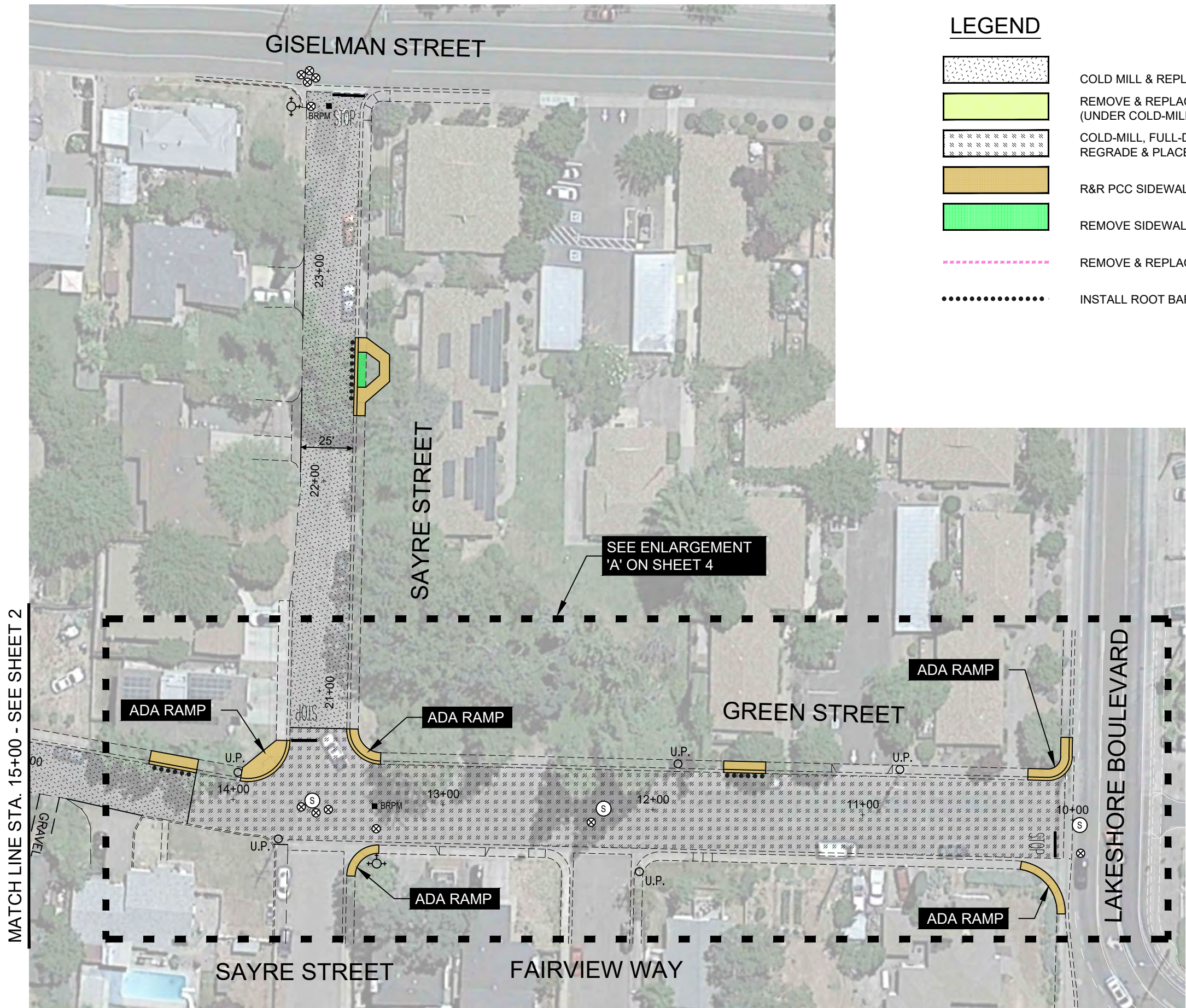
SCALE VERIFICATION



Bar measures
1" on original

SHEET

2 of 5



LEGEND

- COLD MILL & REPLACE 2-1/2" HMA
- REMOVE & REPLACE 3" HMA (UNDER COLD-MILL & REPLACE)
- COLD-MILL, FULL-DEPTH RECLAMATION, REGRADE & PLACE 3" HMA
- R&R PCC SIDEWALK, CURB &/OR GUTTER
- REMOVE SIDEWALK, BACKFILL W/TOPSOIL
- REMOVE & REPLACE / INSTALL TYPE E HMA DIKE
- INSTALL ROOT BARRIER



CITY OF LAKEPORT
GSL PAVEMENT REHABILITATION

SITE PLAN: GREEN STREET, SAYRE STREET

PROJECT ENGINEER:
PAUL R. CURREN, P.E.

LICENSE: C34527 EXPIRATION: 9-30-25

DATE NOV. 2023

SCALE 1"= 50'

DRAWN BY MPW

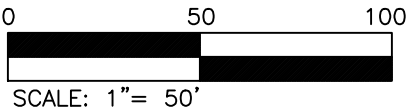
ORIGINAL SHEET SIZE 11x17

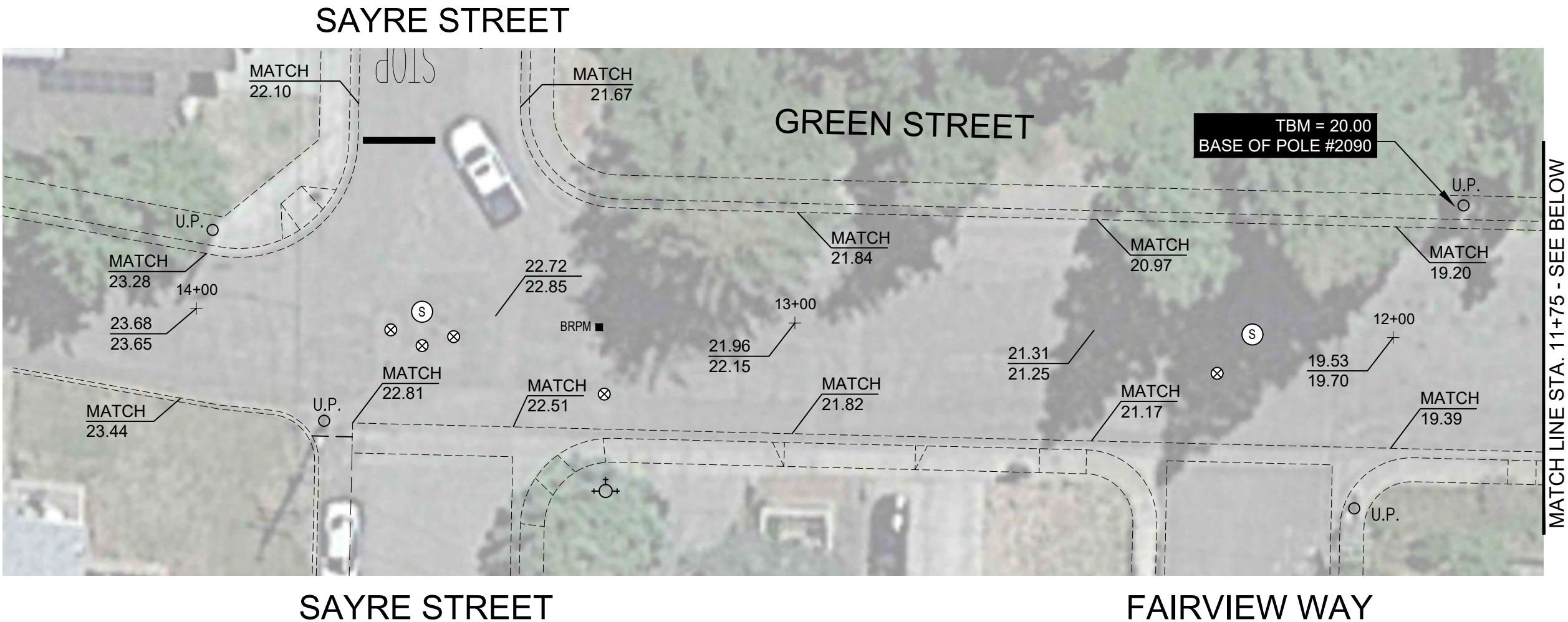
SCALE VERIFICATION



Bar measures 1" on original

SHEET
3 of 5





CITY OF LAKEPORT
GSL PAVEMENT REHABILITATION

ENLARGEMENT 'A'

PROJECT ENGINEER:
PAUL R. CURREN, P.E.

LICENSE:
C34527

EXPIRATION:
9-30-25

DATE
NOV. 2023

SCALE
1" = 20'

DRAWN BY
MPW

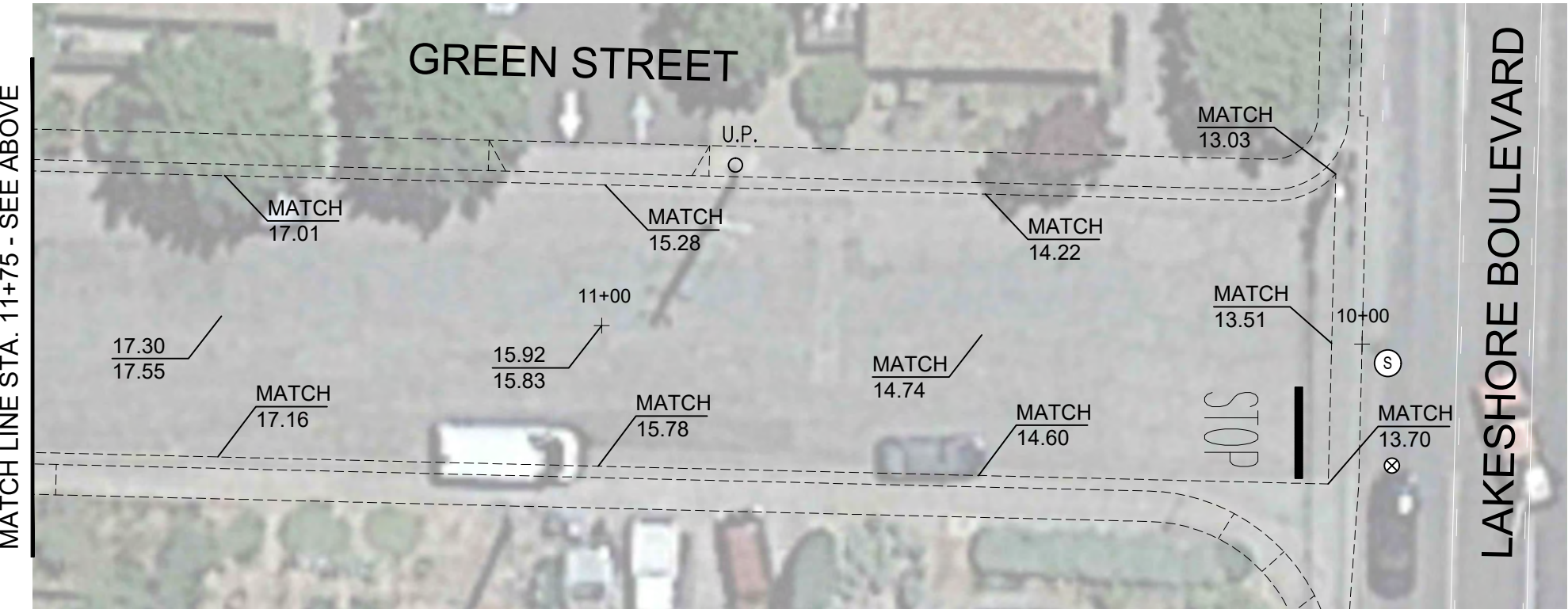
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SCALE VERIFICATION

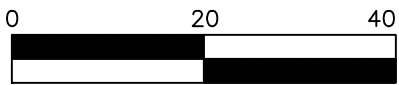


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1" on original

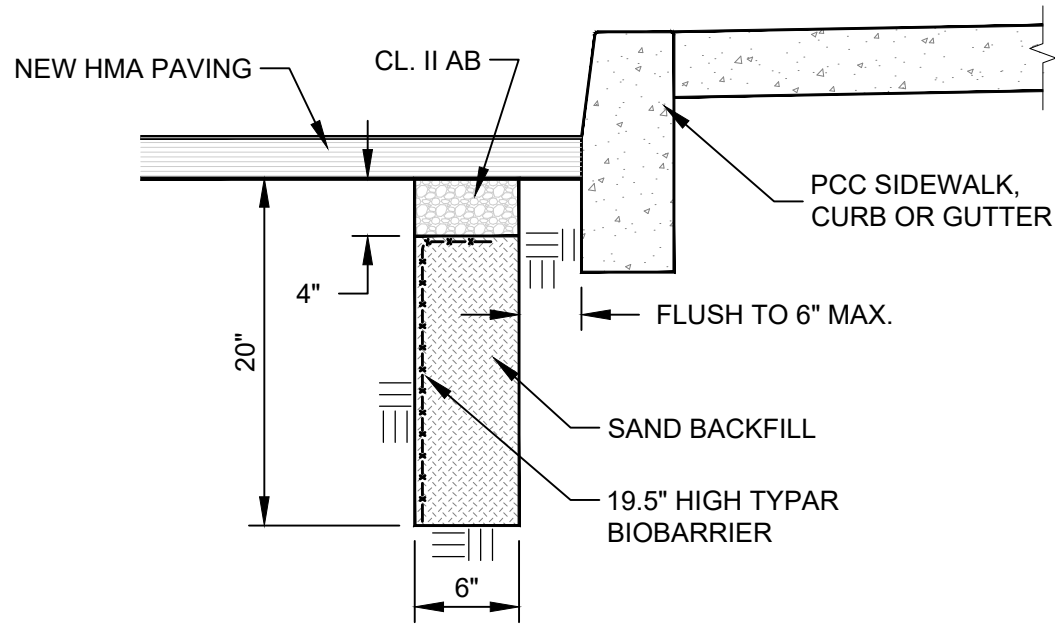
SHEET
4 of 5



NORTH

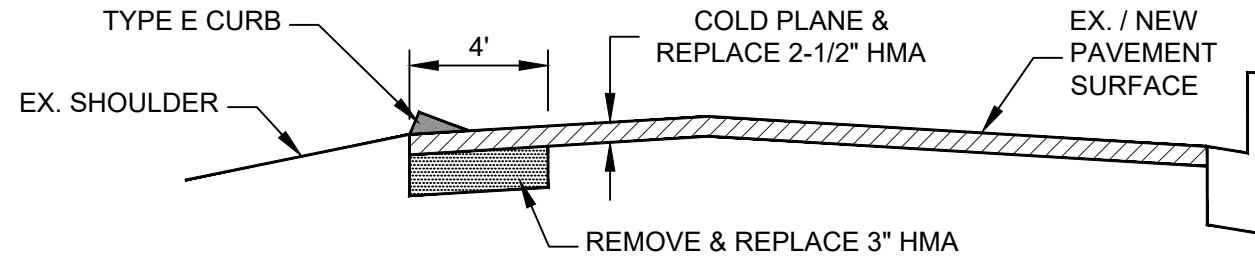


SCALE: 1" = 20'



3
5
NTS

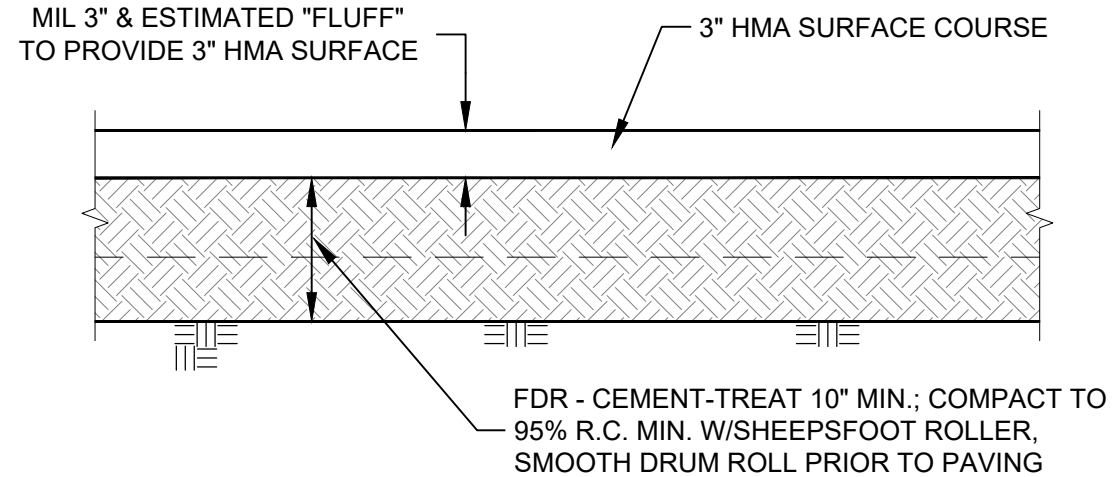
ROOT BARRIER DETAIL



1
5
NTS

TYPICAL SECTION NO. 1

COLD PLANE & REPLACE 2-1/2" HMA



NOTES:

1. UNDERGROUND SERVICE ALERT (U.S.A.) SHALL BE NOTIFIED PRIOR TO ANY EXCAVATION, MILLING OR FDR WORK ON THIS PROJECT. A REFERENCE NUMBER FROM U.S.A. SHALL BE PROVIDED TO OWNER'S REPRESENTATIVE BEFORE ANY UNDERGROUND EXCAVATION OR PULVERIZATION WILL BE ALLOWED.
2. SEE SPECIFICATIONS FOR SOIL TREATMENT INFORMATION.
3. CONTRACTOR SHALL VERIFY ELECTRICAL LIGHTING IS OPERATING PROPERLY PRIOR TO PAVING.
4. MILLINGS SHALL BE DISPOSED OF AT THE CITY OF LAKEPORT RECYCLING YARD ON HWY 175. EXCESS CEMENT-TREATED MATERIAL SHALL BE REMOVED & LEGALLY DISPOSED OF BY THE CONTRACTOR.
5. SEE GRADING PLAN INFORMATION ON SHEET 4.

2
5
NTS

TYPICAL SECTION NO. 2

3" HMA OVER 10" FULL-DEPTH RECLAMATION (CEMENT)



CITY OF LAKEPORT GSL PAVEMENT REHABILITATION

DETAILS

PROJECT ENGINEER:
PAUL R. CURREN, P.E.

LICENSE:
C34527

EXPIRATION:
9-30-25

DATE NOV. 2023

SCALE --

DRAWN BY MPW

ORIGINAL SHEET SIZE 11x17

SCALE VERIFICATION



Bar measures
1" on original

SHEET

5 of 5



**CITY OF LAKEPORT
PUBLIC WORKS DEPARTMENT
LAKEPORT, CALIFORNIA**

**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS
For
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN
LAKEPORT, CALIFORNIA**

**For Information on this Project, Contact
Paul Curren, City Engineer
or
Olivia Grupp, Project Manager
at
(707) 263-5615**

Bid Book dated November 2023

I certify that this project was designed by me or under my direction in accordance with generally accepted engineering practices.

Paul R. Curren, R.C.E. #C34527
Expires: 9/30/2025

Date: November 27, 2023



TABLE OF CONTENTS
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA

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INSTRUCTIONS TO BIDDERS.....	B
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CONTRACT INFORMATION AND DOCUMENTS.....	D
STANDARD SPECIFICATIONS.....	E
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ATTACHMENTS.....	G
Soil Testing Report	
City of Lakeport Details	
Caltrans Standard Plans	

SECTION A
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA

BID BOOK

BIDDERS CHECKLIST
NOTICE INVITING SEALED BIDS
BID PROPOSAL
BID SCHEDULE
BID BOND
BID GUARANTEE
BIDDER INFORMATION
EXPERIENCE STATEMENT
DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS
EQUAL OPPORTUNITY CLAUSE CERTIFICATION
 (Contractor or subcontractor name & check “has” or “has not”)
DEBARMENT AND SUSPENSION CERTIFICATION
PUBLIC CONTRACT CODE QUESTIONNAIRE
 (Check “has” or “has not”: check “Yes” or “No” box)
NON-LOBBYING CERTIFICATION
NON-COLLUSION AFFIDAVIT
AUTHORITY TO SIGN BID PROPOSAL (IF APPLICABLE)
POWER OF ATTORNEY (IF REQUIRED)
DISCLOSURE OF LOBBYING ACTIVITIES
STATEMENT REGARDING INSURANCE COVERAGE
WORKERS’ COMPENSATION INSURANCE CERTIFICATE
STATEMENT REGARDING CONTRACTOR’S LICENSING LAWS

**GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

BIDDERS' CHECKLIST

This checklist has been prepared and furnished to aid bidders in including all necessary supporting information with their bid. Bidders' submittals should include, but are not limited to the following:

	CHECKED
1. Bid Proposal	_____
2. Bid Schedule	_____
3. Bid Bond	_____
4. Bid Guarantee	_____
5. Bidder Information	_____
6. Experience Statement	_____
7. Designation of Suppliers and Subcontractors	_____
8. Equal Employment Opportunity Certification	_____
9. Debarment and Suspension Certification	_____
10. Public Contract Code Questionnaire (Check "has" or "has not": check "Yes" or "No" box)	_____
11. Non-Lobbying Certification	_____
12. Non-Collusion Affidavit	_____
13. Authority to Sign Bid Proposal (if applicable)	_____
14. Power of Attorney (if required)	_____
15. Disclosure of Lobbying Activities	_____
16. Statement Regarding Insurance Coverage	_____
17. Workers' Compensation Insurance Certificate	_____
18. Statement Regarding Contractor's Licensing Laws	_____

**NOTICE INVITING SEALED BIDS
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Lakeport as AGENCY, invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, 225 Park Street, Lakeport, CA 95453 up to the hour of 2:00 p.m., on the 16th day of January, 2024. The bids will be publicly opened and read at 2:00 p.m. on the 16th day of January, 2024, in the Lakeport City Hall Council Chambers. Bids received after the time specified will be returned unopened.

General work description: The project consists of rehabilitating the existing pavement on Green Street, Sayre Street, Hillcrest Drive and Loch Drive. The work consists of removing and replacing concrete curb, gutter, sidewalk, installing ADA complaint curb ramps, cold planing, full-depth reclamation-cement, HMA paving, protecting and adjusting utilities, pavement markings and all other necessary work to complete the project per the contract plans and special provisions.

The project will not commence before April 15, 2024, weather dependent. Work shall be completed within 30 working days. The estimated cost of the work is \$432,000.

Copies of the documents may be viewed for information only at the City of Lakeport website at https://www.cityoflakeport.com/bid_opportunities.php under GSL PAVEMENT REHABILITATION. Copies of the plans, specifications, and contract documents necessary to submit a bid are available electronically by contacting Linda Sobieraj (lsobieraj@cityoflakeport.com) or Olivia Grupp (ogrupp@cityoflakeport.com) by email or calling 707-263-5615. You will be required to provide complete contact information for the Bidder's List which will be posted online with other project information. To submit a bid, you must request plans, specifications and bid forms as indicated herein. Only bids submitted on the official printed documents will be accepted.

There will be a non-mandatory pre-bid meeting held Wednesday, January 3, 2024 at 2:00 pm. The meeting will take place at the project site on the corner of Green Street and Sayre Street in Lakeport, CA.

Questions about alleged patent ambiguity of the plans, specifications, or estimate must be submitted in writing prior to 5 PM on January 5, 2024. After this time, the City will not consider these questions as bid questions. All bidder's inquires must be submitted in writing to Olivia Grupp at ogrupp@cityoflakeport.com.

Bids must be prepared on the approved bid forms in conformance with INSTRUCTIONS TO BIDDERS and submitted in envelopes sealed and plainly marked on the outside:

"SEALED BID FOR GSL PAVEMENT REHABILITATION
BID NO. 23-02
DO NOT OPEN WITH REGULAR MAIL"

The bid must be accompanied by a bid guarantee in the amount of 10% of the total bid by 2:00 p.m. ON THE DATE ADVERTISED FOR THE OPENING OF BIDS. More specifically, pursuant to Public Contract Code §§ 20170 and 20171, all bids for the project shall be presented, under sealed cover and shall be accompanied by one of the following forms of bidder's security in the amount of ten percent (10%) of the bid: (a) cash; (b) a cashier's check made payable to the City of Lakeport; (c) a certified check made payable to the City of Lakeport; or (d) a bidder's bond executed by an admitted surety insurer made payable to the City of Lakeport. Such security shall be forfeited should the successful bidder to whom the

contract is awarded fails to timely execute the contract and to deliver the necessary bonds and insurance certificates as specified in the contract documents.

In accordance with the provisions of California Public Contract Code § 3300, and Business and Professions Code § 7028.15(e), the Agency has determined that the contractor shall possess a valid Class A contractor's license at the time that the contract is awarded. Failure to possess the specified license shall render a bidder's bid as non-responsive and shall bar award of the contract to any bidder not possessing the specified license at the time of the award.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CA 95826. At the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material shall not be made unless and until the Registrar of Contractors verifies to the Agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder. (Public Contract Code § 20103.5)

CONTRACTORS AND SUBCONTRACTORS ARE ALSO REQUIRED TO BE REGISTERED WITH THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS FOR ANY BID PROPOSAL SUBMITTED ON OR AFTER MARCH 1, 2015, AND FOR ANY CONTRACT FOR PUBLIC WORK ENTERED INTO ON OR AFTER APRIL 1, 2015. A contractor or subcontractor shall not be qualified to bid on, be listed on a bid proposal for, or perform any public work contract unless it is currently registered with the California Department of Industrial Relations as described in Labor Code § 1725.5.

To the extent applicable, at any time during the term of the Agreement for the proposed project, the successful bidder may, at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

Pursuant to California Civil Code § 9550, a payment bond is required to be submitted for all projects estimated in excess of \$25,000.00

The Agency has determined that the proposed project is a public works subject to the provisions of Labor Code § 1720 thereby requiring the Contractor to pay the prevailing wage rates for all work performed under the Contract. Accordingly, the proposed project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

The Director of the California Department of Industrial Relations determines the general prevailing wage rates. Obtain the wage rates at the DIR Web site, <http://www.dir.ca.gov/DLSR/PWD>, or from the City's Engineering Division. The project is subject to Department of Labor prevailing wages and requires the payment of the highest wage between the DIR and DOL rates. All provisions of the Department of Labor must be followed and other funding requirements as provided in Section A of the bid package and Exhibit A of the Articles of Agreement.

The City of Lakeport reserves the right to reject any and all bids.

The contract shall be awarded based on the lowest responsible bid.

Bid Items and Estimated Quantities
(Not to be Used for Bidding Purposes)
GSL PAVEMENT REHABILITATION
BID NO. 23-02

Bid Items

Item	Description	Unit	Quantity
1	Mobilization	LS	--
2	Traffic Control	LS	--
3	WPCP	LS	--
4	4" R&R Sidewalk	SF	1,275
5	R&R Curb and Gutter	LF	247
6	Truncated Domes	SF	75
7	Curb Behind Sidewalk	LF	100
8	Install Root Barrier	LF	70
9	Remove Sidewalk, Backfill w/ Topsoil	SF	80
10	1/2" HMA- PG 64-16	TN	990
11	Cold Plane 2.5"	SF	36,991
12	Cold Plane 3"	SF	3,000
13	Cold Plane 4" x 4 feet wide	SF	2,180
14	FDR-C (10")	SF	15,152
15	Misc Paving	SF	56
16	HMA Dike (Type E)	LF	612
17	Lower & Adjust Manholes	EA	3
18	Lower & Adjust Water Valves	EA	7
19	Survey Monument Preservation	EA	1
20	12" White Thermoplastic	LF	83
21	Thermoplastic STOP Legend	EA	6
22	Blue Reflective Markers	EA	3

ENGINEERING DIVISION

**BID PROPOSAL
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

The undersigned, as bidder, declares that he/she has examined all of the contract documents, attachments, exhibits, manuals and specifications contained in this project manual for the above referenced project, and that he/she will contract with the Agency on the form of contract provided herewith to do everything necessary for the fulfillment of this contract at the price, and on the terms and conditions therein contained. The following are included and are to be considered as forming a part of this proposal: **BID PROPOSAL, BID SCHEDULE, BID BOND, BID GUARANTEE** (if submitted in lieu of Bid Bond), **BIDDER INFORMATION, EXPERIENCE STATEMENT, DESIGNATION OF SUPPLIERS & SUBCONTRACTORS, EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION, DEBARMENT AND SUSPENSION CERTIFICATION, PUBLIC CONTRACT CODE QUESTIONNAIRE (SECTION 10232 AND 10285.1 STATEMENTS), NON-LOBBYING CERTIFICATION, NONCOLLUSION AFFIDAVIT, AUTHORITY TO SIGN BID PROPOSAL** (if applicable), **POWER OF ATTORNEY** (if required), **DISCLOSURE OF LOBBYING ACTIVITIES, STATEMENT REGARDING INSURANCE COVERAGE, WORKERS' COMPENSATION INSURANCE CERTIFICATE, STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS, AND DISADVANTAGED BUSINESS AND SECTION 3 BID REQUIREMENTS.**

Contractor acknowledges receipt and inclusion of addenda _____ to _____ into this bid proposal and the contract documents.

Attached is a Bid Bond duly completed by a guarantee company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of this proposal, or alternatively, there is attached a certified or cashier's check payable to the Agency or evidence of a cash payment to the Agency, in the amount of at least 10% of the total amount of our proposal.

If this proposal is accepted, we agree to sign the contract form and to furnish the Performance Bond and the Payment Bond (each to be 100% of the bid amount), the Maintenance Bond (to be 50% of the bid amount), and the required evidences of insurance within ten (10) calendar days after receiving written Notice of Award of Contract.

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the Agency, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in **SECTION E - TIME OF COMPLETION.**

NAME OF BIDDER: _____

MAILING ADDRESS: _____

STATE OF INCORPORATION: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

(If Company is a corporation, provide corporate resolution per **B 1.06 PROPOSAL.**)

**BID SCHEDULE
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION E–SPECIAL PROVISIONS**. The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The Agency reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the Agency.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. The Contractor shall be responsible for verifying all estimated quantities. The Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents, including addenda, and shown on the plans to neat line and grade.

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The Contractor shall be responsible for calculating and providing totals for the bid schedule. The proposal schedule shall include all costs for labor, services, material, equipment, and installation associated with completing the work in place per the plans, specifications and details.

NAME OF BIDDER:

CONTRACTOR’S LICENSE NO.:

CONTRACTOR’S DIR REGISTRATION NO.:

CONTRACTOR’S SAM.GOV DUNS/UEI NO.: *Not applicable for this contract*

AUTHORIZED SIGNATURE:

TITLE: _

DATE:

BID SCHEDULE (Continued)

GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA

The Contractor shall be responsible for calculating and providing unit prices for the bid schedule. The bid schedule shall include all costs for services, labor, materials, equipment, and installation associated with completing the work in place per the plans, specifications and details.

GSL PAVEMENT REHABILITATION					
BID NO. 23-02					
Bid Schedule					
Item	Description	Unit	Quantity	Unit Price	Extension
1	Mobilization	LS	--		
2	Traffic Control	LS	--		
3	WPCP	LS	--		
4	4" R&R Sidewalk	SF	1,275		
5	R&R Curb and Gutter	LF	247		
6	Truncated Domes	SF	75		
7	Curb Behind Sidewalk	LF	100		
8	Install Root Barrier	LF	70		
9	Remove Sidewalk, Backfill w/ Topsoil	SF	80		
10	1/2" HMA- PG 64-16	TN	990		
11	Cold Plane 2.5"	SF	36,991		
12	Cold Plane 3"	SF	3,000		
13	Cold Plane 4" x 4 feet wide	SF	2,180		
14	FDR-C (10")	SF	15,152		
15	Misc Paving	SF	56		
16	HMA Dike (Type E)	LF	612		
17	Lower & Adjust Manholes	EA	3		
18	Lower & Adjust Water Valves	EA	7		
19	Survey Monument Preservation	EA	1		
20	12" White Thermoplastic	LF	83		
21	Thermoplastic STOP Legend	EA	6		
22	Blue Reflective Markers	EA	3		
Total					

Bid Schedule Total: \$ _____

Bid Schedule Total (in words): _____

(Company Name of Bidder)

(Date)

BID BOND
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA

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

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which the AGENCY may accept such Bid; and said SURETY does hereby waive notice of any such extension.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL is about to submit a bid to AGENCY 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 PRINCIPAL in the manner and time specified, and PRINCIPAL provides the required payment and performance bonds and insurance coverages to AGENCY, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this__ day of _____, 2024.

PRINCIPAL*

SURETY*

*Provide BIDDER and SURETY name, address and telephone number and the name, title, address and telephone number for their authorized representatives. Power of Attorney must be attached.
Subscribed and sworn to this day of....., 2024.

NOTARY PUBLIC _____ (SEAL)

**BID GUARANTEE
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

Note: The following statement shall be used if other than a bid surety bond accompanies bid.

“Accompanying this proposal is a money order*, certified check*, cashier’s check*, cash*, payable to the order of the City of Lakeport in the amount of _____ Dollars (\$_____) which is at least ten percent (10%) of the total amount of this bid. The proceeds of this bid guarantee shall become the property of the City of Lakeport provided this bid is accepted by said City, through action of its legally constituted contracting authorities, and the undersigned fails to execute a contract and furnish the required bonds and insurance within the stipulated time. Otherwise, the proceeds of this bid guarantee shall be returned to the undersigned.”

NAME OF BIDDER:
MAILING ADDRESS:
.....
.....
.....
AUTHORIZED SIGNATURE:
TITLE:
DATE:

(*Delete the inapplicable words)

**BIDDER INFORMATION
GSL PAVEMENT REHABILITATION
BID NO. 23-02**

IN THE CITY OF LAKEPORT, CALIFORNIA

BIDDER certifies that the following information is true and correct:

Name of Bidder:.....

Business Address:

Telephone:.....FAX:.....

E-mail:

Contractor's License No.:.....Date License Issued:

License Expiration Date:.....

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal: (Name / Title / Address / Telephone)

.....
.....
.....
.....

Any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows: (Type of Judgment / Date)

.....
.....
.....
.....

All current and prior DBA's, aliases, and/or fictitious business names for any principal having an interest in this proposal are as follows: (Principal / DBA's / Applicable Dates)

.....
.....
.....

Prior Disqualification

Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No _____. If yes, provide the following information. (If more than once, use separate sheets):

Date:.....Entity:

Location:

Reason:.....

Provide Status and any Supplemental Statement:

.....
.....
.....
.....

Has your firm been reinstated by this entity? Yes / No

Violations of Federal or State Law

A. Has your firm or its officers been assessed any penalties by any agency for noncompliance, violations of Federal or State labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes / No: Federal / State:

If "yes", identify and describe, (including status):.....

.....
.....
.....

Have the penalties been paid? Yes / No: _____

B. Does your firm or its officers have any ongoing investigations by any AGENCY regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

Yes / No: Codes / Laws:..... Section / Article:.....

If “yes”, identify and describe (including status):.....

.....

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **BIDDER INFORMATION** are true and correct. Executed this _____ day of _____, 2024 at _____, California.

Authorized Representative Signature and Title _____

**EXPERIENCE STATEMENT
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

Pursuant to this **BID PROPOSAL** and **QUALIFICATION OF BIDDERS**, the following is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this contract. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The Contractor must demonstrate that he/she has experience with this type of project and can manage this project effectively. If necessary, additional numbered pages can be attached to this page. The Contractor must be properly licensed to perform the work in this project as determined by the State Contractor's License Board.

Project Title: _____ Client: _____
Date: _____ Project Value: _____ Contact: _____ Tel # _____
Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____
Date: _____ Project Value: _____ Contact: _____ Tel # _____
Description: _____

Subject to Federal Labor Standards: Yes No

EXPERIENCE STATEMENT (Continued)
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA

Project Title: _____ Client: _____
Date: _____ Project Value: _____ Contact: _____ Tel # _____
Description: _____

Subject to Federal Labor Standards: Yes No

Project Title: _____ Client: _____
Date: _____ Project Value: _____ Contact: _____ Tel # _____
Description: _____

Subject to Federal Labor Standards: Yes No

I declare under penalty of perjury under the laws of the State of California that all of the representations made in this **EXPERIENCE STATEMENT** are true and correct. Executed this _____ day of _____, 2024 at _____, California.

Authorized Representative Signature and Title _____

**DESIGNATION OF SUBCONTRACTORS
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

The following is a list of subcontractors, as defined in 2-3 SUBCONTRACTS of the Standard Specifications, who will perform work of value in excess of one-half percent of the total bid price or \$10,000, whichever is greater. No subcontractor shall perform work in excess of the amount specified in 2-3 SUBCONTRACTS of the Standard Specifications, without the written approval of the Agency. Note the maximum percentage of work that can be subcontracted specified in 2-3.2 ADDITIONAL RESPONSIBILITY of the Standard Specifications. The Contractor is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to the contract requirements as contained herein. Each subcontractor must agree to comply with all applicable Federal, State, and local requirements.

Subcontractor		Work Subcontracted	Proportion of Work (% of contract price)
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			

Subcontractor		Work Subcontracted	Proportion of Work (% of contract price)
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			

Subcontractor		Work Subcontracted	Proportion of Work (% of contract price)
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			
Name			
Address			
Contractor License No.			
Contractor License Category			
Employer ID No.			
DIR Number			
MBE/WBE (yes/no)			

These representations are made under the penalty of perjury under the laws of the State of California. The undersigned hereby certifies that each subcontractor has been notified in writing of its equal opportunity obligations.

NAME OF BIDDER: _____

AUTHORIZED SIGNATURE: _____

Date: _____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA

The bidder's execution on the signature portion of this bid shall also constitute an endorsement and execution of those certifications which are a part of this bid

The bidder _____, proposed subcontractor _____, hereby certifies that he **has** ____, **has not** ____, participated in a previous contract or subcontract subject to the equal opportunity clause, 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
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA

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 Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

**PUBLIC CONTRACT CODE QUESTIONNAIRE
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____, has not ____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:
Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ____ No ____

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappeasable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**NON-LOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

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 conformance 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 bid 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 sub-recipients shall certify and disclose accordingly.

NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA

To the CITY OF LAKEPORT
ENGINEERING DIVISION.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**AUTHORITY TO SIGN BID
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

If the "Signature of Bidder" on the Bid is by an agent, or someone other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Owner prior to opening of Bids or submitted with the Bid, otherwise, the Bid will be regarded as not properly authorized. This requirement is described in more detail in Section 2, "Proposal Requirements and Conditions", of the Special Provisions.

The bidder who signed the "Signature of Bidder" line of the Bid shall check box A, box B or box C below. If the bidder does not check a box, it will be deemed that he has checked box A.

The bidder certifies that:

- A. ☐ The bidder who signed the "Signature of Bidder" line of the Bid has the authority to sign Bid Proposals for the corporation or co-partnership named in the proposal.
- B. ☐ The bidder who signed the "Signature of Bidder" line of the Bid is not an officer of a corporation authorized to sign Bid Proposals on behalf of that corporation; or the bidder who signed is not a partner authorized to sign Bid Proposals on behalf of a co-partnership; but the bidder who signed the Bid is an agent of the corporation or partnership and a Power of Attorney authorizing the agent to sign Bid Proposals is already on file with the City of Lakeport Purchasing Department.
- C. ☐ The bidder who signed the "Signature of Bidder" line of the Bid is an agent for the corporation or co-partnership named in the Bid, and a Power of Attorney demonstrating that the agent is authorized to sign Bid Proposals for the corporation or co-partnership has been included in the bidder's Bid by stapling it to this sheet.

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> 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) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> 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 <input type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

Federal Use Only:

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

This disclosure form shall be completed by the reporting entity, whether sub-awardee 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 sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the first tier. Sub-awards include but are not limited to subcontracts, sub-grants 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 influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

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

SF-LLL-Instructions

Rev. 06-04-90«ENDIF

**STATEMENT REGARDING INSURANCE COVERAGE
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **7-3 LIABILITY INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER:

MAILING ADDRESS:

.....

.....

.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

**GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: _____
(Contractor)

By: _____
(Signature)

(Title)

Attest:

By: _____
(Signature)

(Title)

Note: See Section 7 Responsibility of the Contractor, Paragraph 7-3 of the Standard Specifications for insurance carrier rating requirements.

**STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except in any of the following cases:**
 - (1)The person is particularly exempted from this chapter.
 - (2)The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.
- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**
- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

Contractor's License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

**SECTION B
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

INSTRUCTIONS TO BIDDERS

**INSTRUCTIONS TO BIDDERS
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

B1.01 INSPECTION OF SITE OF WORK

Bidders are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during the course of his/her examination, a bidder finds facts or conditions which appear to him/her to conflict with the letter or spirit of the contract documents, or with any other data furnished him/her, he/she may apply to the Agency in writing in accordance with **B1.04 INTERPRETATION OF CONTRACT DOCUMENTS** for additional information and explanation before submitting his/her bid.

The submission of a proposal by the bidder shall constitute the acknowledgment that, if awarded the contract, he/she has relied and is relying on his/her own examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and on his/her own knowledge of existing services and utilities on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of the Agency. No claim for additional compensation will be allowed which is based upon a lack of knowledge of these items.

B1.02 EXAMINATION OF CONTRACT DOCUMENTS

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). The submission of a proposal shall constitute an acknowledgment upon which the Agency may rely that the bidder has thoroughly examined and is familiar with the contract documents. The bidders' attention is directed to the need, if any, for special invoicing for this project. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve him/her from any obligations with respect to his/her proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract document.

B1.03 CONTRACT PERIOD/CONSTRUCTION COMPLETION DATE

Bidder's attention is called to the provisions set forth in **SECTION E, STANDARD SPECIFICATIONS**, particularly those pertaining to the contract period and liquidated damages for avoidable delays.

The Contractor shall begin work within fifteen (15) calendar days after the date of the Notice to Proceed, and shall diligently prosecute said work to completion before the expiration of working days as stated in the Notice Inviting Sealed Bids. The Contractor shall pay to the Agency the sum of **\$1,500.00** per day, for each and every calendar day delay in finishing the work in excess of the number of working days or after the designated completion date as prescribed above.

B1.04 INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretations will be made to any bidder as to the meaning of the contract documents. Requests for an interpretation shall be made in writing and delivered to the Agency at least ten (10) days before the time announced for opening the proposals. Interpretations by the Agency will be in the form of addenda to the contract documents and, when issued, will be sent as promptly as is practical to all parties to whom the contract documents have been issued. Agency makes no guarantee that all bidders will receive all addenda. Copies of addenda will be made available for inspection at the office where contract documents

are on file for inspection as indicated on the Invitation for Bids. All such addenda shall become part of the contract. All questions shall be as indicated in the Notice Inviting Bids

B1.05 SOIL INFORMATION

Soil testing report attached.

B1.06 PROPOSAL

Proposals shall be made on the forms enclosed in **SECTION A** of these specifications with or without removal from the bound contract documents. All proposals shall give the prices proposed, both in words and in numbers, shall give all other information requested herein, and shall be signed by the bidder or his/her authorized representative, with his/her address. If the proposal is made by an individual, his/her name, signature and mailing address must be shown; if made by firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and mailing address of the corporation, and the name and title of the person who signs on behalf of the corporation. If the proposal is made by a corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished demonstrating the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

Each proposal shall be enclosed in a sealed envelope, labeled as specified in **SECTION A - NOTICE INVITING SEALED BIDS**. Bidders are warned against making erasures or alterations of any kind, and proposals which contain omissions, erasures or irregularities of any kind may be rejected. No oral, telegraphic or telephonic proposals or modifications will be considered.

In conformance with the Business and Profession Code, § 7028.15, the Contractor must state clearly his/her license number and expiration date. In addition, he/she shall sign a statement that these representations were made under the penalty of perjury. This statement shall be made on the **EXPERIENCE STATEMENT** in **SECTION A**.

The contractor will be required to pay prevailing wage pursuant to California Law, including California Labor Code §§ 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the offices of the Agency.

B1.07 ADDENDA

Each proposal shall include specific acknowledgment in the space provided on **SECTION A - BID PROPOSAL** of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

B1.08 BID PRICES

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents. In the event of a difference between a price quoted in words and a price quoted in numbers for the same quotation, the words shall be the amount bid.

In preparing bid prices, bidder represents that he/she has carefully examined the Contract Documents and the site where the work is to be performed and that he/she has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules, and regulations that may affect the performance of the work in any manner. The bidder further represents that he/she has studied all surveys and investigation reports about subsurface and physical conditions pertaining to the job site, that he/she has performed such additional surveys and investigations as he/she deems necessary to complete the work at his/her bid price, and that he/she has correlated the results of all such data with the requirements of the

Contract Documents. The submittal of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather and all other contingencies, and as to the character, quality, quantities, and scope of the work.

The plans and specifications for the work show subsurface conditions or otherwise hidden conditions as the Design Engineer supposes or believes them to exist, but is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions are actually existent. Except as otherwise specifically provided in the Contract Documents, the Agency, the Design Engineer and their consultants or agents shall not be liable for any loss sustained by the Contractor as a result of any variance of such conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in the **BID SCHEDULE** in **SECTION A** are intended only as a guide for the Contractor as to the anticipated order of magnitude of work. Contractor shall be responsible for verifying all estimated quantities. Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents and shown on the plans to neat line and grade.

The Contractor will not be reimbursed for unauthorized work performed outside of that required by the Contract Documents.

B1.09 TAXES

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

B1.10 RECOGNITION OF BONDING COMPANIES

All bonding companies used by the Contractor in this contract must be recognized by the Federal Government within Circular 570. All proposals or contracts received that include bonds posted by bonding companies not recognized in Circular 570 will result in the disqualification of the bid proposal and forfeiture of the bid bond.

B1.11 QUALIFICATION OF BIDDERS

Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. A statement setting forth his/her experience shall be submitted by each bidder on the **EXPERIENCE STATEMENT** form provided in **SECTION A**.

Each bidder shall possess a valid Contractor's License issued by the Contractor's State License Board at the time his/her bid is submitted. The class of license shall be applicable to the work specified in the contract. Each bidder shall also have no less than five (5) years experience in the magnitude and character of the work bid.

It is the intention of the Agency to award a contract to a bidder who furnished satisfactory evidence that he/she has the requisite experience and ability, and that he/she has sufficient capital, facilities, and plant to enable him/her to prosecute the work successfully and properly, and to complete it within the time stated in the contract.

To determine the degree of responsibility to be credited to the bidder, the Agency will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. If in the opinion of the Agency, a bidder is determined to be insufficiently qualified, then that bidder will not be considered for award of the contract.

B1.12 DESIGNATION OF SUBCONTRACTORS

Each proposal shall have listed on the **DESIGNATION OF SUBCONTRACTORS** form provided in **SECTION A** the name, address, and license number of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half percent of the total amount of his/her bid. For the

purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only for the performance of work at the site of the work or who will specially fabricate a portion of the work off the site pursuant to detailed drawings in the contract documents.

Public Contract Code § 4104 requires all bidders to list subcontractors who will perform work in excess of ½% of the total bid, or in the case of streets and highways, ½% or \$10,000, whichever is greater.

Public Contract Code § 6109 prohibits a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.

B1.13 PROPOSAL GUARANTEE

The proposal shall be accompanied by a proposal guarantee bond duly completed on the form provided herewith by a guarantee company authorized to carry on business in the State of California for payments to the Agency in the sum of at least 10% of the total amount of the bid proposal, or alternatively by a certified or cashier's check payable to the Agency, or cash, in the sum of at least 10% of the total amount of the bid proposal. The amount payable to the Agency under the proposal guarantee shall be forfeited to the Agency in case of failure or neglect of the bidder to furnish, execute and deliver to the Agency the required bonds, evidence of insurance and to enter into, execute and deliver to the Agency the agreement on the form provided herewith, within ten (10) days after being notified in writing by the Agency that the award has been made and the agreement is ready for execution.

B1.14 MODIFICATION OF PROPOSAL

A modification of a bid proposal already received will be considered only if the modification is received before the time announced for the opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid proposal.

B1.15 WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the Agency's designated official prior to the bid opening hour stipulated in **SECTION A – NOTICE INVITING SEALED BIDS**. Proposals may not be withdrawn after that time without forfeiture of the proposal guarantee. 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.

B1.16 POSTPONEMENT OF BID OPENING

The Agency reserves the right to postpone the date and time for opening of bids at any time prior to the date and time announced in **SECTION A–NOTICE INVITING SEALED BIDS**.

B1.17 DISQUALIFICATION OF BIDDERS

If there is reason to believe that collusion exists among the bidders, none of the bids of the participants in such collusion will be considered. 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.

B1.18 REJECTION OF PROPOSALS

The Agency reserves the right to reject any and all proposals, to waive any irregularity, and to reject any proposals which are incomplete, obscure or irregular; any proposals which omit a bid on any one or more

items on which bids are required; which omit unit prices if unit prices are required; in which unit prices are unbalanced in the opinion of the Agency; which are accompanied by insufficient or irregular bid security; or which are from bidders who have previously failed to perform properly or to timely complete contracts of any nature.

B1.19 AWARD OF CONTRACT

The Contract will be awarded, if at all, to the lowest responsible and responsive bidder, whose bid proposal is not rejected for cause by the Agency. However, until an award is made, the Agency reserves right will be reserved to reject any or all bids, and to waive technical errors or discrepancies, if to do so is deemed to best serve the interests of the Agency. 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 it is proposed to make such an award.

Each bidder's attention is directed to the possibility that the award of the project may be delayed for various reasons. The Agency reserves the right to delay the award of the project for 45 calendar days. After 45 calendar days, the low bidder may at any time request release from its bid without penalty.

The acceptance of a proposal will be evidenced by a Notice of Award of Contract in writing, delivered by mail to the bidder whose proposal is accepted. No other act of the Agency shall constitute acceptance of a proposal. The award of contract shall obligate the bidder whose proposal is accepted to furnish a performance bond, payment bond and maintenance bond, as well as evidence of insurance and to execute the contract set forth herein.

B1.20 RETURN OF PROPOSAL GUARANTEES

Within ten (10) calendar days after the bids are opened, the Agency will release the proposal guarantees accompanying the proposals which are not to be considered in making the award. Proposal guarantees for the two lowest bidders will be held until the contract has been fully executed, after which they will be returned to the respective bidders.

B2.21 EXECUTION OF CONTRACT

The contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds and evidence of insurance, within ten (10) calendar days after the notification of the contract award by the Agency in writing. In case of failure of the successful bidder to execute the contract agreement within ten (10) calendar days after such notice, or any subsequent extension approved by Agency, the Agency at its option may consider the bidder in default, in which case the bid bond or proposal guarantee accompanying the bid shall become the property of the Agency. After execution by the Agency, one original contract shall be returned to the Contractor.

B1.22 FLEXIBILITY OF BID SCHEDULE

It is the intent of the Agency to award a contract to the lowest responsible and responsive bidder and the flexibility shown in the bid schedule is necessary to ensure a project within the Agency's budget limits and constraints.

**SECTION C
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

Not Used

**SECTION D
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

**CONTRACT INFORMATION AND DOCUMENTS
ARTICLES OF AGREEMENT
PAYMENT BOND
FAITHFUL PERFORMANCE BOND
MAINTENANCE BOND**

ARTICLES OF AGREEMENT

GSL PAVEMENT REHABILITATION BID NO. 23-02 IN THE CITY OF LAKEPORT, CALIFORNIA

THIS GSL PAVEMENT REHABILITATION, BID NO. 23-02, AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this Xth day of Month, 20XX (Council Action Date Here), BY AND BETWEEN the City of Lakeport, a municipal corporation, hereafter designated as “AGENCY”, and CONTRACTOR’S BUSINESS NAME, a _____ (State) _____ (corporation, partnership, limited liability company, or other business form), hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the GSL PAVEMENT REHABILITATION, BID NO. 23-02, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above-stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR 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 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of [INSERT] Dollars (\$), unless specifically approved in advance and in writing by AGENCY

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

B. 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.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon Agency's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY \$200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

B. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by all of its subcontractors.

C. Pursuant to Labor Code § 1725.5, CONTRACTOR and any subcontractor must be registered with the California Department of Industrial Relations for any bid proposal submitted on or after March 1, 2015, and for any contract for public work entered into on or after April 1, 2015. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. Pursuant to Labor Code § 1776, CONTRACTOR and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this AGREEMENT. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

E. This AGREEMENT is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to AGENCY \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by CONTRACTOR or by any Subcontractor of CONTRACTOR, for each Calendar Day during which such worker is required or permitted to the work more than eight hours in one Calendar Day or more than 40 hours in any one calendar week in violation of the Labor Code.

F. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

ARTICLE V: Work Site Conditions

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and

specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the 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 Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows: CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

(1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

AGENCY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide AGENCY with a written statement acknowledging its obligation to secure payment of Worker's

Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any alleged act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

CONTRACTOR shall not be entitled to any refund of attorneys' fees, defense costs and expenses in the event that it is adjudicated to have been non-negligent.

CONTRACTOR shall not be required to defend or indemnify AGENCY for liabilities caused by the sole active negligence or willful misconduct of the AGENCY.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

ARTICLE VIII: Binding Effect

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.

ARTICLE IX: Dispute Resolution

A. Any court action arising out of this AGREEMENT shall be filed in the Lake County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the County of Lake.

B. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

C. To the extent applicable, this AGREEMENT is subject to the provisions of Public Contract Code Section 9204, which mandates certain procedures regarding the resolution of public works claims. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

ARTICLE X: Independent Contractor

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent contractor. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

ARTICLE XI: Taxes

CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

ARTICLE XII: Notices

All notices and communications shall be sent in writing to the parties at the following addresses:

AGENCY: Ron Ladd
CITY OF LAKEPORT
225 Park Street
Lakeport, CA 95453

CONTRACTOR: [INSERT CONTACT]
CONTRACTOR'S BUSINESS NAME
Mailing Address
City, State Zip Code

ARTICLE XIII: Entire Agreement

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

ARTICLE XIV: Authority to Contract

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

ARTICLE XV: General Provisions

A. All reports, documents or other written material (“written products” herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by AGENCY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

B. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph hereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by AGENCY or CONTRACTOR unless in writing.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

F. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to CITY under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of CITY. In addition, pursuant to Government Code Section 8546.7, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of CITY or as part of any audit of CITY, for a period of three (3) years after final payment under the Agreement.

G. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

H. Not used

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this Xth day of Month, 20XX (Council Action Date Here)

CONTRACTOR:

Contractor's Business Name

Contractor's Sign Name, Title

Contractor's License No. XXXXXX

Subscribed and sworn to this _____ day of _____, 20__.

NOTARY PUBLIC _____

(SEAL)

AGENCY:

City Manager
City of Lakeport

Date

ATTESTED:

City Clerk of the
City of Lakeport

Date

APPROVED AS
TO FORM:

City Attorney of the
City of Lakeport

Date

(EXECUTE IN DUPLICATE)

**PAYMENT BOND
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

WHEREAS, the City of Lakeport, as AGENCY has awarded to Contractor's Business Name, as CONTRACTOR, a contract for the above-stated project;

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of [DESCRIBE VERBALLY; 100% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR] Dollars (\$XXX,XXX.XX) which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and to pay over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the plaintiffs and AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the specifications accompanying it shall in any manner affect SURETY's obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this day of _____, 2024.

Contractor*	Name, Title of Signer	SURETY*.....
	Contractor's Business Name	.....
	Mailing Street Address	.....
	City, State, Zip Code	.....
	Telephone #	.....

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

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

NOTARY PUBLIC..... (SEAL)

(EXECUTE IN DUPLICATE)

**FAITHFUL PERFORMANCE BOND
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS That **Contractor's Business Name**, hereinafter referred to as "CONTRACTOR" as PRINCIPAL, and _____, a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF LAKEPORT, CALIFORNIA, hereinafter referred to as the "AGENCY" in the sum of **[DESCRIBE VERBALLY; 100% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR]**Dollars (**\$XXX,XXX.XX**); which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents. THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: **GSL PAVEMENT REHABILITATION, BID NO. 23-02** CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

NOW, THEREFORE, if CONTRACTOR and his or her Subcontractors shall well and truly do and perform all the covenants and obligations of the Contract on his or her part to be done and performed at the times and in the manner specified herein including compliance with all Contract specifications and quality requirements, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or in the material to be furnished, which may be made pursuant to the terms of the Contract, shall not in any way release CONTRACTOR or the Surety thereunder, nor shall any extensions of time granted under the provisions of the Contract release either CONTRACTOR or said Surety, and notice of such alterations of extensions of the Contract is hereby waived by said Surety.

In the event suit is brought upon this Bond by AGENCY and judgment is recovered, said Surety shall pay all costs incurred by AGENCY in such suit, including a reasonable attorney's fee to be fixed by the Court. IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this.....day of _____, 2024.

Contractor*	Name, Title of Signer	SURETY*.....
	Contractor's Business Name	.....
	Mailing Street Address	.....
	City, State, Zip Code	.....
	Telephone #	.....

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for their respective authorized representatives. Power of Attorney must be attached.

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

NOTARY PUBLIC..... (SEAL)

(EXECUTE IN DUPLICATE)

MAINTENANCE BOND
GSL PAVEMENT REHABILITATION

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Lakeport, as AGENCY has awarded to **Contractor's Business Name**, as CONTRACTOR, a contract for the above-stated project. AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of **DESCRIBE VERBALLY; 50% OF TOTAL CONTRACT AMOUNT—TO BE INSERTED BY CONTRACTOR** Dollars (\$XXX,XXX.XX), which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 2024.

Contractor*	Name, Title of Signer	SURETY*
	Contractor's Business Name	.....
	Mailing Street Address	.....
	City, State, Zip Code	.....
	Telephone #	.....

*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for their respective authorized representatives. Powers of Attorney must be attached.

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

NOTARY PUBLIC..... (SEAL)

(EXECUTE IN DUPLICATE)

**SECTION E
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

STANDARD SPECIFICATIONS

SECTION E
STANDARD SPECIFICATIONS
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA

0-1 STANDARD SPECIFICATIONS

Except as noted in section 0-3 below, the provisions of the 2010 Edition of the Caltrans Standard Specifications, with the latest supplements, updates, and amendments, prepared and promulgated by the California Department of Transportation, are adopted as the “Standard Specifications” for the Agency.

0-2 NUMBERING OF SECTIONS

The Special Provisions stated below will be numbered as Sections 700 through 799. Subsections of architectural work may be numbered according to the Construction Specifications Institute (“CSI”) format.

0-3 AMENDMENTS AND MODIFICATIONS

Division I “General Provisions” of the Caltrans Standard Specifications is deleted in its entirety and replaced with the following provisions. The remaining provisions of the 2010 Caltrans Standard Specifications, and any updates, supplements or amendments to those remaining provisions will remain in effect unless they conflict with other provisions set forth in this Agreement. In the event of any inconsistencies between the following Standard Specifications and those set forth in the Caltrans Standard Specifications, the following provisions shall control.

1-1 TERMS. Unless otherwise stated, the words *directed, required, permitted, ordered, instructed, designated, considered necessary, prescribed, approved, acceptable, satisfactory*, or words of like meaning, refer to actions, expressions, and prerogatives of the Engineer.

1-2 DEFINITIONS

Acceptance – The AGENCY’s formal written acceptance of a project that has been completed in all respects in accordance with the plans and specifications and any modifications thereof.

Addendum – Written or graphic instrument issued prior to the opening of Bids which clarifies, corrects, or changes the bidding or Contract Documents. The term Addendum shall include bulletins and all other types of written notices issued to potential bidders prior to opening of Bids.

AGENCY – The City of Lakeport.

Agent – Shall include persons and companies, other than the CONTRACTOR, retained by the City to perform design and construction services in relation to the Work.

Agreement – See Contract.

Base – A layer of specified material of planned thickness placed immediately below the pavement or surfacing.

Bid – The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work.

Bidder – Any individual, firm, partnership, corporation, or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative.

Board – The officer or body constituting the awarding authority of the AGENCY. The City Council.

Bond – Bid, performance, and payment bond or other instrument of security.

Cash Contract – A Contract financed by means other than special assessments.

Change Order – A written order to the CONTRACTOR signed by the AGENCY directing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract time issued after the effective date of the Contract. A Change Order may or may not also be signed by the CONTRACTOR.

City – The City of Lakeport, California, as the AGENCY and Owner.

City Council – City Council of the City of Lakeport, California.

Code – The terms *Government Code*, *Labor Code*, etc., refer to codes of the State of California.

Construction Manager – Persons and/or company retained by the City to perform construction management services.

Contract – The written agreement between the AGENCY and the CONTRACTOR covering the Work.

Contract Documents – Including, but not limited to: the Contract, any Addendum (which pertain to the contract documents), Notice Inviting Bids, Instructions to Bidders; Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Contract, the Bonds, the general conditions, permits from other agencies, the Special Provisions, the Plans, Standard Plans, Standard Specifications, Reference Specifications, and all Modifications issued after the execution of the Contract.

CONTRACTOR – The individual, partnership, corporation, joint venture, or other legal entity having a Contract with the AGENCY to perform the Work. In the case of work being done under permit issues by the AGENCY, the permittee shall be construed to be the CONTRACTOR. The term “prime CONTRACTOR” shall mean CONTRACTOR.

Contract Price – The total amount of money for which the Contract is awarded.

Contract Unit Price – The amount stated in the Bid for a single unit of an item of work.

County Sealer – The Sealer of Weights and Measures of the county in which the Contract is let.

Days – Days shall mean consecutive calendar’s days unless otherwise specified.

Design Engineer – Persons and/or company retained by the City to perform engineering design services.

Due Notice – A written notification, provided in due time, of a proposed action, where the contract requires such notification within a specified time (usually 48 hours or two working days) prior to the commencement of the contemplated action.

Electrolier – Street light assembly complete, including foundation, standard, luminaire arm, luminaire, etc.

Engineer – The City Engineer of the City of Lakeport, or his/her authorized representative.

Geotechnical Engineer – Person licensed to practice Soils Engineering or Geotechnical Engineering pursuant to the laws of the State of California and retained by the AGENCY during construction.

Geotextile – Synthetic fiber used in civil engineering applications, serving the primary functions of separation and filtration.

House Connection Sewer – A sewer, within a public street or right-of-way, proposed to connect any parcel, lot or part of a lot with a mainline sewer.

House Sewer – A sewer, wholly within private property, proposed to connect any building to a house connection sewer.

Luminaire – The lamp housing including the optical and socket assemblies (and ballast if so specified).

Luminaire Arm – The structural member, bracket, or mast arm, which, mounted on the standard, supports the luminaire.

Modification – Includes Change Orders and Supplemental Agreements. A Modification may only be issued after the effective date of the Contract.

Notice of Award – The written notice by the AGENCY to the successful Bidder stating that upon compliance by it with the required conditions, the AGENCY will execute the Contract.

Notice to Proceed – A written notice given by the AGENCY to the CONTRACTOR fixing the date on which the Contract time will start.

Person – Any individual, firm, association, partnership, corporation, trust, joint venture, or other legal entity.

Plans – The drawings, profiles, cross sections, working drawings, and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions, or details of the Work.

Private Contract – Work subject to AGENCY inspection, control, and approval, involving private funds, not administered by the AGENCY.

Prompt – The briefest interval of time required for a considered reply, including time required for approval by a governing body.

Proposal – See Bid.

Reference Specifications – Those bulletins, standards, rules, methods of analysis or test, codes, and specifications of other agencies, engineering societies, or industrial associations referred to in the Contract Documents. These refer to the latest edition, including amendments in effect and published at the time of advertising the project or issuing the permit, unless specifically referred to by edition, volume, or date.

Roadway – The portion of a street reserved for vehicular use.

Service Connection – Service connections are all or any portion of the conduit, cable, or duct, including meter, between a utility distribution line and an individual consumer.

Sewer – Any conduit intended for the reception and transfer of sewage and fluid industrial waste.

Special Provisions – Additions and revisions to the Standard Specifications setting for the conditions and requirements peculiar to the Work.

Specifications – Standard Specifications, Reference Specifications, Special Provisions, and specifications in Supplemental Agreements between the CONTRACTOR and the Board.

Standard – The shaft or pole used to support street lighting luminaire, traffic signal heads, mast arms, etc.

State Standard Specifications (“SSS”) – Standard Specifications prepared by the State of California, Business and Transportation Agency, Department of Transportation.

State Standard Plans (“SSP”) – Standard Plans prepared by State of California, Business and Transportation Agency, Department of Transportation.

State – State of California.

Storm Drain – Any conduit and appurtenances intended for the reception and transfer of storm water.

Street – Any road, highway, parkway, freeway, alley, walk, or way.

Subbase – A layer of specified materials of planned thickness between a base and the subgrade.

Subcontractor – An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the Work.

Subgrade – For roadways, that portion of the roadbed on which pavement, surfacing, base, subbase, or a layer of other materials is placed. For structures, the soil prepared to support a structure.

Supervision – Supervision, where used to indicate supervision by the Engineer, shall mean the performance of obligations, and the exercise of rights, specifically imposed upon and granted to the AGENCY in becoming a party to the Contract. Except as specifically stated herein, supervision by the AGENCY shall not mean active and direct superintendence of details of the Work.

Supplemental Agreement – A written amendment of the Contract Documents signed by both parties.

Surety – Any individual, firm, or corporation, bound with and for the CONTRACTOR for the acceptable performance, execution, and completion of the Work, and for the satisfaction of all obligations incurred.

Tonne – Also referred to as “metric ton” — Represents a unit of measure in the International System of Units equal to 1,000 kilograms.

Utility – Tracks, overhead or underground wires, pipeline, conduits, ducts, or structures, sewers, or storm drains owned, operated, or maintained in or across a public right of way or private easement.

Work – That which is proposed to be constructed or done under the Contract or permit, including the furnishing of all labor, materials, equipment, and services.

Working Days – Any days, except: (1) Saturdays, Sundays, legal holidays on which Lakeport City Hall is closed for business; (2) days when work is suspended by the Engineer for reasons unrelated to the performance of the CONTRACTOR, and provided in Subsections 6-3 and 6-3.1; and (3) days determined to be non-working in accordance with Section 6-7 “Time of Completion”

1-3 ABBREVIATIONS

1-3.1 Common Usage Terms. These Standard Specifications incorporate by reference the list of common usage terms in the edition of the “Standard Plans for Public Works Construction” with the following additions:

ARAM Asphalt Rubber Aggregate Membrane

ARHM Asphalt Rubber Hot Mix

1-3.3 Institutions. These Standard Specifications incorporate by reference the list of commonly used institution terms in the edition of the “Standard Plans for Public Works Construction” (aka the Greenbook) with the following additions:

ACI American Concrete Institute

AGCA Associated General CONTRACTORs of America

APWA American Public Works Association

ASME American Society of Mechanical Engineers

CRSI Concrete Reinforcing Steel Institute

CSI Construction Specifications Institute

IEEE Institute of Electric and Electronic Engineers

NFPA National Fire Protection Association

SSS State of California Standard Specifications, latest edition, Department of Transportation

SSP State of California Standard Plans, latest edition, Department of Transportation.

SSPWC Standard Specifications for Public Works Construction

NEMA National Electrical Manufacturers Association

1-4 UNITS OF MEASURE

1-4.1 General. U.S. Standard Measures, also called U.S. Customary System, are the principal measurement system in these specifications and shall be used for construction, unless otherwise stated in the Contract Documents. The International System of Units, also referred to as SI or the metric system, may be included in parenthesis. SI units and U.S. Standard Measures in parenthesis may or may not be exactly equivalent. Certain materials specifications and test requirements contained herein use SI units specifically and conversions to U.S. Standard Measures have not been included in these circumstances.

Reference is also made to ASTM E 380 for definitions of various units of the SI system and a more extensive set of conversion factors.

1-4.2 Units of Measure and Their Abbreviations.

U.S. Customary Unit (Abbreviations)	Equal To	SI Unit (Abbreviations)
1 mil (= 0.0001 in)		25.4 micrometer (μm)
1 inch (in)		25.4 millimeter (mm)
1 inch (in)		2.54 centimeter (cm)
1 foot (ft)		0.3048 meter (m)
1 yard (yd)		0.9144 meter (m)
1 mile (mi)		1.6093 kilometer (km)
1 square foot (ft ²)		0.0929 square meter (m ²)
1 square yard (yd ²)		0.8361 square meter (m ²)
1 cubic foot (ft ³)		0.0283 cubic meter (m ³)
1 cubic yard (yd ³)		0.7646 cubic meter (m ³)
1 acre		0.4047 hectare (ha)
1 U.S. gallon (gal)		3.7854 Liter (L)
1 fluid ounce (fl. oz.)		29.5735 milliliter (mL)
1 pound mass (lb) (avoirdupois)		0.4536 kilogram (kg)
1 ounce mass (oz)		0.02835 kilogram (kg)
1 Ton (= 2000 lb avoirdupois) .....		.09072 Tonne (= 907 kg)
1 Poise		0.1 pascal · second (Pa · s)
1 centistoke (cs)		1 square millimeters per second (mm ² /s)
1 pound force (lbf)		4.4482 Newton (N)
1 pounds per square inch (psi)		6.8948 Kilopascal (kPa)
1 pound force per foot (lbf/ft)		1.4594 Newton per meter (N/m)
1 foot-pound force (ft-lbf)		1.3558 Joules (J)
1 foot-pound force per second ([ft-lbf]/s)		1.3558 Watt (W)
1 part per million (ppm)		1 milligram /liter (mg/L)

Temperature Units and Abbreviations

Degree Fahrenheit (°F): Degree Celsius (°C):
°F = (1.8 x °C) + 32 °C = (°F - 32) / 1.8

SI Units (abbreviation) Commonly Used in Both Systems

1 Ampere (A)
1 Volt (V)
1 Candela (cd)
1 Lumen (lm)
1 second (s)

Common Metric Prefixes

kilo (k)	10 ³
centi (c)	10 ⁻²
milli (m)	10 ⁻³
micro (μ)	10 ⁻⁶
nano (n)	10 ⁻⁹
pico (p)	10 ⁻¹²

1-5 SYMBOLS

Δ	Delta, the central angle or angle between tangents
∠	Angle
%	Percent
'	Feet or minutes
"	Inches or seconds
1	Number
/	per or (between words)
°	Degree
PL	Property line
CL	Centerline
SL	Survey line or station line

SECTION 2 – SCOPE AND CONTROL OF WORK

2-1 AWARD AND EXECUTION OF CONTRACT. Award and execution of Contract will be as provided for in the Specifications, Instructions to Bidders, or Notice Advertising for Bids. The City reserves the right to reject any or all proposals.

2-1.1 Investigation Of Site Conditions. Prior to submittal of the bid, Bidders must visit the site of work and complete their own investigations to satisfy themselves as to the existing conditions affecting the work to be done under these specifications. If the bidder chooses not to visit the site or conduct investigations, he will, nevertheless, be charged with the knowledge of conditions which reasonable inspection and investigation would have disclosed.

After the project is awarded, the CONTRACTOR shall carefully study and compare the Contract Documents with each other and with information available to the CONTRACTOR and furnished by the Owner and shall immediately notify the Engineer of errors, inconsistencies or omissions discovered. If the CONTRACTOR performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Engineer, the CONTRACTOR shall assume appropriate responsibility for such performance and may assume responsibility for the full costs for correction.

The CONTRACTOR shall make field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the CONTRACTOR with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Engineer immediately.

When existing conditions are encountered which, in the opinion of the Engineer, require temporary suspension of work for design modifications or for other determinations to be made, the CONTRACTOR shall move to other areas of work until such determinations are made at no cost to the City. No additional compensation will be allowed by reason of such temporary suspension of work, or modifications to work, except as noted in Section 3 of these Standard Specifications ("Changes in Work") for specific items of work not included in the bid. Appropriate extension of item for completion may be allowed where justification in the opinion of the Engineer.

2-1.2 Award of Contract. The Contract will be awarded, if at all, to the lowest responsible and responsive Bidder determined as provided on the Proposal Form, whose proposal complies with all the requirements prescribed. Such award, if made, will be made within the number of days stated in the proposal form. Refusal or failure to deliver the executed contract, bonds, or insurance in the form provided in the Contract and approved by the AGENCY's attorney within the time provided herein shall be cause, at the AGENCY's option, for the annulment of the award and forfeiture of the bid security. In such event, the AGENCY may successively award the Contract to the next lowest responsible and responsive Bidder until a properly executed Contract, bonds, and insurance is obtained, or it may at any time reject all remaining bids and proceed as provided by law. The refusal or failure of a successive lowest responsible and responsive Bidder to execute the Contract may, at the AGENCY's option, result in an annulment of the award to that Bidder and the forfeiture of that Bidder's bid security. The periods of time specified above within which the award of the Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the AGENCY and the concerned Bidder.

The AGENCY reserves the right to waive any irregularities.

Within ten (10) calendar days after the date of the Notice of Award, the CONTRACTOR shall execute and return the following contract documents to the AGENCY:

- Contract Agreement (in duplicate)
- Faithful Performance Bond (in duplicate)
- Maintenance Bond (in duplicate)
- Payment Bond (in duplicate)
- Public Liability and Property Damage Insurance Certificate (two original)
- Additionally Insured Endorsement
- Workers' Compensation Insurance Certificate (two original)

A corporation to which an award is made may be required, before the Contract agreement is executed by the AGENCY, 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 ASSIGNMENT. No Contract or portion thereof may be assigned without consent of the City, except that the CONTRACTOR may assign money due or which will accrue to it under the Contract. If given written notice, such assignment will be recognized by the City Council to the extent permitted by law. Any assignment of money shall be subject to all property withholdings in favor of the AGENCY and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by the AGENCY for completion of the Work, should the CONTRACTOR be in default.

2-3 SUBCONTRACTS.

2-3.1 General. Each Bidder shall comply with the Public Contract Code including Sections 4100 through 4113. The following excerpts or summaries of some of the requirements of this Chapter are included below for information:

The Bidder shall set forth in the Bid, as provided in 4104:

“(a) The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime CONTRACTOR in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime CONTRACTOR, specially fabricates and installs a portion of the work or improvement

according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime CONTRACTOR's total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime CONTRACTOR's total bid or ten thousand dollars (\$10,000), whichever is greater."

"(b) The portion of the work which will be done by each such subcontractor under this act. The prime CONTRACTOR shall list only one subcontractor for each such portion as is defined by the prime CONTRACTOR in his bid."

Subcontracting of more than one-half of one percent of the work for which no Subcontractor was designated in the original Bid will be allowed only in cases of public emergency or necessity and only after the Engineer makes a written finding of circumstances constituting public emergency or necessity.

The CONTRACTOR must obtain written consent of the City to substitute a Subcontractor designated in the original Bid, to permit any subcontract to be assigned or transferred, or to otherwise allow a subcontract to be performed by anyone other than the originally designated Subcontractor.

A violation of any of the above provisions will be considered a violation of the Contract, and the City may cancel the Contract and collect appropriate damages or assess the CONTRACTOR a penalty of not more than ten (10) percent of the subcontract involved.

If subcontracted work is not being performed in a satisfactory manner, the City will notify the CONTRACTOR of the need to take corrective action and the Engineer may report the facts to the City's Public Works Director. Upon order by City's Public Works Director and the CONTRACTOR's receipt of written instructions from the Engineer, the Subcontractor shall immediately be removed from the Work and may not again be employed on the Work.

2-3.2 Additional Responsibility. The CONTRACTOR shall give personal attention to the fulfillment of the Contract and shall keep the Work under its control.

The CONTRACTOR shall perform, with its own organization, Contract work amounting to at least thirty (30) percent of the Contract Price except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the Contract Price before computing the amount required to be performed by the CONTRACTOR with its own organization. "Specialty Items" will be identified by the AGENCY in the Bid or Proposal. Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract Unit Price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract Unit Price. This will be determined from information submitted by the CONTRACTOR, and subject to approval by the Engineer.

Before the work of any Subcontractor is started, the CONTRACTOR shall submit to the Engineer for approval a written statement showing the work to be subcontracted giving the name and business of each Subcontractor and description and value of each portion of the work to be so subcontracted.

2-3.3 Status of Subcontractors. All persons engaged in the Work, including Subcontractors and their employees, will be considered employees of the CONTRACTOR. The CONTRACTOR will be held responsible for their work. The AGENCY will deal directly and solely with the CONTRACTOR and make all payments to the CONTRACTOR.

2-4 CONTRACT BONDS.

Before execution of the Contract, the Bidder shall file surety bonds with the AGENCY to be approved by the City in the amounts and for the purposes noted below. Bond issued by a surety who is listed in the latest version of U.S. Department of Treasury Circular 570, who is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the Contract shall be deemed to be approved unless specifically rejected by the AGENCY. Bonds from all other sureties shall be accompanied by all of the documents enumerated in Code of Civil Procedure 995.660(a). The Bidder shall pay all bond premiums, costs, and incidentals.

Each bond shall incorporate, by reference, the Contract and be signed by both the Bidder and Surety and the signature of the authorized agent of the Surety shall be notarized.

The Bidder shall provide two good and sufficient surety bonds. The "Payment Bond" (Materials and Labor Bond) shall be for not less than 100 percent of the Contract Price, to satisfy claims of materials suppliers and mechanics and laborers employed by it on the Work, The bond shall be maintained by the CONTRACTOR in full force and effect until the Work is accepted by the AGENCY and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code.

The "Performance Bond" shall be for 100 percent of the Contract Price to guaranty faithful performance of all work, within the time prescribed, in manner satisfactory to the AGENCY, and that all materials and workmanship will be free from original or developed defects. The bond must remain in effect until the end of all warranty periods set forth in the Contract.

Should any bond become insufficient, the CONTRACTOR shall renew the bond within 10 days after receiving notice from the AGENCY.

Should any Surety at any time be unsatisfactory to the City Council, notice will be given the CONTRACTOR to that effect. No further payments shall be deemed due or will be made under the Contract until a new Surety shall qualify and be accepted by the City.

Changes in the Work or extensions of time, made pursuant to the Contract, shall in no way release the CONTRACTOR or Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

The PAYMENT BOND shall remain in force until thirty-five (35) calendar days after the date of recordation of the Notice of Completion. The FAITHFUL PERFORMANCE BOND shall remain in force until the date of recordation of the Notice of Completion. The MAINTENANCE BOND shall remain in force until one (1) year after the date of recordation of the Notice of Completion.

All bonds must be accompanied by a Power of Attorney.

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General. The CONTRACTOR shall keep at the Work site a copy of the Plans and Specifications, to which the Engineer shall have access at all times.

The Plans, Specifications, and other Contract Documents shall govern the Work. The Contract Documents are intended to be complementary and cooperative. Anything specified in the Specifications and not shown on the Plans, or shown on the Plans and not specified in the Specifications, shall be as though shown on or specified in both.

The Plans shall be supplemented by such working drawings and shop drawings are necessary to adequately control the Work.

The CONTRACTOR shall ascertain the existence of any conditions affecting the cost of the Work through a reasonable examination of the Work site prior to submitting the Bid.

Existing improvements visible at the Work site, for which no specific disposition is made on the Plans, but which interfere with the completion of the Work, shall be removed and disposed of by the CONTRACTOR.

The CONTRACTOR shall, upon discovering any error or omission in the Plans or Specifications, immediately call it to the attention of the Engineer.

All final locations determined in the field, and any deviations from the Plans and Specification, shall be marked in red on the documents to show the as-built conditions. CONTRACTOR shall maintain a complete and accurate record of all changes of construction from that shown in these plans and specifications for the purpose of providing a basis for construction record drawings. No changes shall be made without prior written approval of the Engineer. Upon completion of the Project, CONTRACTOR shall deliver this record of all construction changes to the Engineer along with a letter which declares that other than these noted changes "the Project was constructed in conformance with the Contract Documents." Final payment will not be made until this requirement is met.

As the figured dimensions shown on the drawings and in the specifications of the Contract may not in every case agree with scaled dimensions, the figured dimensions shall be followed in preference to the scaled dimensions, and drawings to a large scale shall be followed in preference to the drawings to a small scale. Should it appear that the work to be performed, or any related matter, are not sufficiently detailed or explained in the Contract documents, the CONTRACTOR shall apply to the Engineer for such further explanations as necessary, and shall conform to such further explanations provided by the Engineer as part of the Contract to the extent that it is consistent with the terms of the Contract.

Caution: The engineer preparing these plans will not be responsible or liable for unauthorized changes to or uses of these plans. All changes to the plans must be approved in writing by the Engineer.

2-5.1.1 Records Of Construction Changes/As-Builts. CONTRACTOR shall maintain a complete and accurate record of all changes of construction from that shown in these Plans and Specifications for the purpose of providing a basis for construction record drawings. No changes shall be made without prior written approval of the City Engineer.

Upon completion of the Project, CONTRACTOR shall deliver this record of all construction changes to the Engineer along with a letter which declares that other than these noted changes that Project was constructed in conformance with the Contract Documents.

Caution: The engineer preparing these Plans will not be responsible for, or liable for, unauthorized changes to or uses of these Plans. All changes to the Plans must be approved in writing by City Engineer.

2-5.2 Precedence of Contract Documents. If there is a conflict between any of the Contract Documents, the document highest in precedence shall control. The precedence shall be as follows:

- 1) Permits issued by jurisdictional regulatory agencies.
- 2) Change Orders and/or Supplemental Agreements; whichever occurs last.
- 3) Contract/Agreement
- 4) Addenda.
- 5) Bid/Proposal.
- 6) Special Provisions.
- 7) Plans.
- 8) Standard Plans.
- 9) Standard Specifications.
- 10) Reference Specifications.

Detail drawings take precedence over general drawings.

2-5.3 Submittals.

2-5.3.1 General. Submittals shall be provided, at the CONTRACTOR's expense, as required in 2-5.3.2, 2-5.3.3 and 2-5.3.4, when required by the Plans or Special Provisions, or when requested by the Engineer.

Materials shall neither be furnished nor fabricated, nor shall any work for which submittals are required be performed, before the required submittals have been reviewed and accepted by the Engineer. Neither review nor acceptance of submittals by the Engineer shall relieve the CONTRACTOR from responsibility for errors, omissions, or deviations from the Contract Documents, unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal. The CONTRACTOR shall be responsible for the correctness of the submittals.

The CONTRACTOR shall allow a minimum of 20 working days for review of submittals unless otherwise specified in the Special Provisions. Each submittal shall be accompanied by a letter of transmittal.

2-5.3.2 Working Drawings. Working drawings are drawings showing details not shown on the Plans which are required to be designed by the CONTRACTOR. Working drawings shall be of a size and scale to clearly show all necessary details.

Six copies and one reproducible shall be submitted. If no revisions are required, three of the copies will be returned to the CONTRACTOR. If revisions are required, the Engineer will return one copy along with the reproducible for resubmission. Upon acceptance, the Engineer will return two of the copies to the CONTRACTOR and retain the remaining copies and the reproducible.

Working drawings are required in the following subsections:

No working drawings anticipated.

Working drawings listed above as Items [insert #'s] shall be prepared by a Civil or Structural Engineer registered by the State of California.

2-5.3.3 Shop Drawings. Shop drawings are drawings showing details of manufactured or assembled products proposed to be incorporated into the Work. Shop drawings required shall be as specified in the Special Provisions.

2-5.3.4 Supporting Information. Supporting information is information required by the Specifications for the purposes of administration of the Contract, analysis for verifications of conformance with the Specifications, the operation and maintenance of a manufactured product or system to be constructed as part of the Work, and other information as may be required by the Engineer. Six copies of the supporting information shall be submitted to the Engineer prior to the start of the Work unless otherwise specified in the Special Provisions or directed by the Engineer. Supporting information for systems shall be bound together and include all manufactured items for the system. If resubmittal is not required, three copies will be returned to the CONTRACTOR. Supporting information shall consist of the following and is required unless otherwise specified in the Special Provisions:

- 1) List of Subcontractors per 2-3.2.
- 2) List of Materials per 4-1.4.
- 3) Certifications per 4-1.5.
- 4) Construction Schedule per 6-1.
- 5) Confined Space Entry Program per 7-10.4.4.
- 6) Concrete mix designs per 201-1.1
- 7) Asphalt concrete mix designs per 203-6.1.
- 8) Data, including, but not limited to, catalog sheets, manufacturer's brochures, technical bulletins, specifications, diagrams, product samples, and other information necessary to describe a system, product or item. This information is required for irrigation systems, street lighting systems, and traffic signals, and may also be required for any product, manufactured item, or system.

2-6 WORK TO BE DONE. The CONTRACTOR shall perform all work necessary to complete the Contract in a satisfactory manner. Unless otherwise provided, the CONTRACTOR shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the Work.

Any plan or method of work suggested by the AGENCY or the Engineer to the CONTRACTOR but not specified or required, if adopted or followed by the CONTRACTOR in whole or in part, shall be used at the risk and responsibility of the CONTRACTOR; and the AGENCY and the Engineer shall assume no responsibility therefore and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

2-7 SUBSURFACE DATA. All soil and test hole data, water table elevations, and soil analyses shown on the drawings or included in the Specifications apply only at the location of the test holes and to the depths indicated. Soil test reports for test holes which have been drilled are available for inspection at the office of the Engineer. Any additional subsurface exploration shall be done by Bidder or the CONTRACTOR at their own expenses.

2-8 RIGHT-OF-WAY. Rights-of-way, easements, or rights-of-entry for the Work will be provided by the AGENCY. Unless otherwise provided, the CONTRACTOR shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities temporarily required. The CONTRACTOR shall indemnify and hold the AGENCY harmless from all claims for damages caused by such actions.

When the CONTRACTOR arranges for additional work areas and facilities temporarily required by him/her, he/she shall provide the AGENCY with proof that the additional work areas and/or facilities have been left in a condition satisfactory to the owner(s) of said work areas and/or facilities prior to acceptance of the work.

2-9 SURVEYING. The CONTRACTOR will provide all necessary construction surveying, staking or markings for locating the limits of construction and shall comply with the provisions of 2-9 of these Standard Specifications. The CONTRACTOR shall bear all costs for restaking or marking.

Construction surveys shall be done only under the direction of the Engineer by a Registered (licensed) Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state. The AGENCY will provide available record map information. The CONTRACTOR is responsible for obtaining all necessary record maps, centerline ties and survey notes from Lake County.

The CONTRACTOR and his surveyor shall provide the Engineer with a copy of the constructing staking field notes used to construct the improvements. In addition the CONTRACTOR shall also prove a plot of the improvements to be constructed based on the surveyor's construction staking and markings prior to the installation of the improvements. The plot shall be the same scale as the improvement plans.

2-9.1 Permanent Survey Markers. The CONTRACTOR shall notify the Engineer, or the owner on a Private Contract, at least 7 days before starting work to allow for the preservation of survey monuments, lot stakes (tagged), and bench marks.

The CONTRACTOR shall protect existing survey monuments, if any exist within the work limits, during the entire project. Asphalt overlaying of existing survey monuments in the roadway will not be permitted. In the event a surveyed monument lies within an area to be cold planed, removed or reconstructed, the CONTRACTOR shall immediately notify the AGENCY's representative and protect said monument until the monument is relocated.

The CONTRACTOR shall reestablish destroyed survey monuments at the CONTRACTOR's expense.

The Engineer, or the owner at its cost, shall file a Corner Record Form referencing survey monuments subject to disturbance in the Office of the County Surveyor prior to the start of construction and also prior to the completion of construction for the replacement of survey monuments. The CONTRACTOR shall not disturb survey monuments, lot stakes (tagged), or bench marks without the consent of the Engineer or the owner on Private Contracts. The CONTRACTOR shall bear the expense of replacing any that may be disturbed without permission. Replacement shall be done only under the direction of the Engineer by a Registered (licensed) Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the state.

When a change is made in the finished elevation of the pavement of any roadway in which a permanent survey monument is located, the CONTRACTOR shall adjust the monument cover to the new grade within 7 days of finished paving unless otherwise specified.

2-9.2 Survey Service. The Engineer will oversee surveying adequate for construction. The CONTRACTOR shall preserve construction survey stakes and marks for the duration of their usefulness. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be by the CONTRACTOR at his expense.

The CONTRACTOR shall notify the Engineer in writing at least 2 working days before survey services take place for the laying out of any portion of the Work. The CONTRACTOR shall dig all holes necessary for line and grade stakes.

Unless otherwise specified, stakes will be set and stationed by the CONTRACTOR for curbs, headers, sewers, storm drains, structures, and rough grade. A corresponding cut or fill to finished grade (or flowline) will be indicated on a grade sheet.

2-9.3 Line and Grade. The CONTRACTOR shall be responsible for all survey and layout of work.

The line and grades for construction will be parallel to and offset from the position of the work. From the established lines and grades, the CONTRACTOR shall extend the necessary lines and grades for construction of the work and shall be responsible for the correctness of same.

All work shall conform to the lines, elevations, and grades shown on the Plans.

Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the Engineer. In the absence of such report, the CONTRACTOR shall be responsible for any error in the grade of the finished work.

Grades for underground conduits will be set at the surface of the ground. The CONTRACTOR shall transfer them to the bottom of the trench.

2-10 AUTHORITY OF PUBLIC WORKS DIRECTOR AND ENGINEER. The Public Works Director has the final authority in all matters affecting the Work. Within the scope of the Contract, the Engineer has the authority to enforce compliance with the Plans and Specifications. The CONTRACTOR shall promptly comply with instructions from the Engineer or an authorized representative.

The decision of the Engineer is final and binding on all questions relating to: quantities; acceptability of materials, equipment, or work; execution, progress or sequence of work; and interpretation of the Plans, Specifications, or other drawings. This shall be precedent to any payment under the Contract, unless otherwise ordered by the City Council.

2-11 INSPECTION. The Work is subject to inspection and approval by the Engineer. The CONTRACTOR shall notify the Engineer before noon of the working day before inspection is required. Work shall be done only in the presence of the Engineer, unless otherwise authorized. Any work done without proper inspection will be subject to rejection. The Engineer and any authorized representatives shall at all times have access to the Work during its construction at shops and yards as well as the project site. The CONTRACTOR shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with these specifications. Inspection of the Work shall not relieve the CONTRACTOR of the obligation to fulfill all conditions of the Contract.

The AGENCY shall inspect for compliance with requirements for 8-hour days and 40-hour weeks on normal working days. The CONTRACTOR shall reimburse the AGENCY, at rates established by the AGENCY, for any additional inspection, including inspection on legal holidays.

SECTION 3 – CHANGES IN WORK

3-1 CHANGES REQUESTED BY THE CONTRACTOR.

3-1.1 General. Changes in the Plans and Specifications, requested in writing by the CONTRACTOR, which do not materially affect the Work and which are not detrimental to the Work or to the interests

of the AGENCY, may be granted by the Engineer. Nothing herein shall be construed as granting a right to the CONTRACTOR to demand acceptance of such changes.

3-1.2 Payment for Changes Requested by the CONTRACTOR. If such changes are granted, they shall be made at a reduction in cost or no additional cost to the AGENCY.

3-2 CHANGES INITIATED BY THE AGENCY.

3-2.1 General. The AGENCY may change the Plans, Specifications, character of the work, or quantity of work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed 25 percent of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the CONTRACTOR and AGENCY, unless both parties agree to proceed with the change by Change Order.

Change Orders shall be in writing and state the dollar value of the change or establish the method of payment, any adjustment in the Contract time of completion, and when negotiated prices are involved, shall provide for the CONTRACTOR's signature indicating acceptance.

3-2.2 Contract Unit Prices.

3-2.2.1 General. If a change is ordered in an item of work covered by a Contract Unit Price, and such change does not involve substantial change in character of the work from that shown on the Plans or specified in the Specifications, then an adjustment in payment will be made. This adjustment will be based upon the increase or decrease in quantity and the Contract Unit Price.

If the actual quantity of an item of work covered by Contract Unit Price and constructed in conformance with the Plans and Specifications varies from the Bid quantity by 25 percent or less, payment will be made at the Contract Unit Price. If the actual quantity of said item of work varies from the Bid quantity by more than 25 percent, payment will be made per 3-2.2.2 or 3-2.2.3 as appropriate.

If a change is ordered in an item of work covered by a Contract Unit Price, and such change does involve a substantial change in the character of the work from that shown on the Plans or specified in the Specifications, an adjustment in payment will be made per 3-2.4.

3-2.2.2 Increases of More than 25 Percent. Should the actual quantity of an item of work covered by a Contract Unit Price and constructed in conformance with the Plans and Specifications, exceed the Bid quantity by more than 25 percent, payment for the quantity in excess of 125 percent of the Bid quantity will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the CONTRACTOR and the AGENCY, or at the option of the Engineer, on the basis of Extra Work per 3.3.

The Extra Work per 3-3, basis of payment, shall not include fixed costs. Fixed costs shall be deemed to have been recovered by the CONTRACTOR through payment for 125 percent of the Bid quantity at the Contract Unit Price.

3-2.2.3 Decreases of More Than 25 Percent. Should the actual quantity of an item of work covered by a Contract Unit Price, and constructed in conformance with the Plans and Specifications, be less than 75 percent of the Bid quantity, an adjustment in payment will not be made unless so requested in writing by the CONTRACTOR. If the CONTRACTOR so requests, payment will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to

by the CONTRACTOR and the AGENCY, or at the option of the Engineer, on the basis of Extra Work per 3.3; however, in no case will payment be less than would be made for the actual quantity at the Contract Unit Price nor more than would be made for 75 percent of the Bid quantity at the Contract Unit Price.

3-2.3 Stipulated Unit Prices. Stipulated Unit Prices are unit prices established by the AGENCY in the Contract Documents. Stipulated Unit Prices may be used for the adjustment of Contract changes when so specified in the Special Provisions.

3-2.4 Agreed Prices. Agreed Prices are prices for new or unforeseen work, or adjustments in Contract Unit Prices per 3-2.2, established by mutual agreement between the CONTRACTOR and the AGENCY. If mutual agreement cannot be reached, the Engineer may direct the CONTRACTOR to proceed on the basis of Extra Work in accordance per 3-3, except as otherwise specified in 3-2.2.2 and 3-2.2.3.

3-2.5 Eliminated Items. Should any Bid item be eliminated in its entirety, payment will be made to the CONTRACTOR for its actual costs incurred in connection with the eliminated item prior to notification in writing from the Engineer so stating its elimination.

If material conforming to the Plans and Specifications is ordered by the CONTRACTOR for use in the eliminated item prior to the date of notification of elimination by the Engineer, and if the order for the material cannot be canceled, payment will be made to the CONTRACTOR for the actual cost of the materials. In this case, the material shall become the property of the AGENCY. Payment will be made to the CONTRACTOR for its actual costs for any further handling. If the material is returnable, the materials shall be returned and payment will be made to the CONTRACTOR for the actual cost of charges made by the supplier for returning the material and for handling by the CONTRACTOR.

Actual costs, as used herein, shall be computed on the basis of Extra Work per 3-3.

3-3 EXTRA WORK.

3-3.1 General. New or unforeseen work will be classified as “extra work” when the Engineer determines that it is not covered by the Contract Unit Prices or stipulated unit prices.

3-3.2 Payment.

3-3.2.1 General. When the price for the extra work cannot be agreed upon, the AGENCY will pay for the extra work based on the accumulation of costs as provided herein.

3-3.2.2 Basis for Establishing Costs.

(a) Labor. The costs of labor will be the actual costs for wages of workers performing the extra work at the time the extra work is done, plus employer payments of payroll taxes, workers compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs, resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements.

The use of a labor classification which would increase the extra work cost will not be permitted unless the CONTRACTOR establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the

invoice for equipment rental. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to extra work will be paid.

Non-direct labor costs, including superintendence, shall be considered part of the markup of 3-3.2.3(a).

(b) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the job site in the quantities involved, plus sales tax, freight, and delivery.

The AGENCY reserves the right to approve materials and sources of supply, or to supply materials to the CONTRACTOR if necessary for the progress of the Work. No markup shall be applied to any materials provided by the AGENCY.

(c) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$500.00 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included.

If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the AGENCY than holding it at the Work site, it shall be returned, unless the CONTRACTOR elects to keep it at the Work site, at no expense to the AGENCY.

All equipment shall be acceptable to the Engineer, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

The reported rental time for equipment already at the Work site shall be the duration of its use on the extra work. This time begins when equipment is first put into actual operation on the extra work, plus the time required to move it from its previous site and back, or to a closer site.

(d) Other Items. The AGENCY may authorize other items which may be required on the extra work, including labor, services, materials, and equipment. These items must be different in their nature from those required for the Work, and be of a type not ordinarily available from the CONTRACTOR or Subcontractors.

Invoices covering all such items in detail shall be submitted with the request for payment.

(e) Invoices. Vendors' invoices for materials, equipment rental and other expenditures shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, the AGENCY may establish the cost of the item involved at the lowest price which was current at the time of the report.

3-3.2.3 Markup.

(a) Work by CONTRACTOR. Unless otherwise provided in the Special Provisions, a reasonable allowance for overhead and profit shall be added to the CONTRACTOR's costs as determined under 3-3.2.2 and shall constitute the markup for all overhead and profit on work by the CONTRACTOR. The CONTRACTOR shall also be compensated for the actual increase in the CONTRACTOR's bond premium caused by the extra work.

(b) Work by Subcontractor. When any of the extra work is performed by a Subcontractor, the markup established in 303.2.3(a) shall be applied to the Subcontractor's costs as determined under 3-3.2.2. Unless otherwise provided in the Special Provisions, a reasonable allowance for the CONTRACTOR's overhead and profit shall be added to the sum of the Subcontractor's costs and markup and shall constitute the markup for all overhead and profit for the CONTRACTOR on work by the Subcontractor.

3-3.3 Daily Reports by CONTRACTOR. When the price for the extra work cannot be agreed upon, the CONTRACTOR shall submit a daily report to the Engineer on forms approved by the AGENCY. Included are applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and other services and expenditures when authorized. Failure to submit the daily report by the close of the next working day may waive any rights for that day. An attempt shall be made to reconcile the report daily, and it shall be signed by the Engineer and the CONTRACTOR. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the CONTRACTOR.

The report shall:

1. Show names of workers, classifications, and hours worked.
2. Describe and list quantities of materials used.
3. Show type of equipment, size, identification number, and hours of operations, including loading and transportation, if applicable.
4. Describe other services and expenditures in such detail as the AGENCY may require.

3-4 CHANGED CONDITIONS. The CONTRACTOR shall promptly notify the Engineer of the following Work site conditions (hereinafter called changed conditions), in writing, upon their discovery and before they are disturbed.

1. Subsurface or latent physical conditions differing materially from those represented in the Contract;
2. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed; and
3. Material differing from that represented in the Contract which the CONTRACTOR believes may be 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 provisions of existing law.

The Engineer will promptly investigate conditions which appear to be changed conditions. If the Engineer determines that the conditions are changed conditions and will materially affect costs, a Change Order will be issued adjusting the compensation for such portion of the Work in accordance with 3-2.2. If the Engineer determines that conditions are changed conditions and they will materially affect performance

time, the CONTRACTOR, upon submitting a written request, will be granted an extension of time subject to the provisions of 6-6.

If the Engineer determines that the conditions do not justify an adjustment in compensation, the CONTRACTOR will be notified in writing. This notice will also advise the CONTRACTOR of its obligation to notify the Engineer in writing if the CONTRACTOR disagrees.

Should the CONTRACTOR disagree with the decision, it may submit a written notice of potential claim to the Engineer before commencing the disputed work. In the event of such a dispute, the CONTRACTOR shall not be excused from any scheduled completion date provided by the Contract and shall proceed with all work to be performed under the Contract. However, the CONTRACTOR shall retain any and all rights provided by either Contract or law which pertain to the resolution of disputes and protests between the contracting parties. The CONTRACTOR shall proceed as provided in 3-5.

The CONTRACTOR's failure to give notice of changed conditions promptly upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith.

3-5 DISPUTED WORK. If the CONTRACTOR and the AGENCY are unable to reach agreement on disputed work, the AGENCY may direct the CONTRACTOR to proceed with the work. Payment shall be as later determined by mediation or arbitration, if the AGENCY and CONTRACTOR agree thereto, or as fixed in a court of law.

Although not to be construed as proceeding under extra work provisions, the CONTRACTOR shall keep and furnish records of disputed work in accordance with 3-3.

SECTION 4 – CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP.

4-1.1 General. All materials, parts, and equipment furnished by the CONTRACTOR in the Work shall be new, high grade, and free from defects. Quality of work shall be in accordance with the generally accepted standards. Materials and work quality shall be subject to the Engineer's approval.

Materials and work quality not conforming to the requirements of the Specifications shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the site by the CONTRACTOR, at its expense, when so directed by the Engineer.

If the CONTRACTOR fails to replace any defective or damaged work or materials after reasonable notice, the Engineer may cause such work or materials to be replaced. The replacement expense will be deducted from the amount to be paid to the CONTRACTOR.

Used or secondhand materials, parts, and equipment may be used only if permitted by the Specifications.

The CONTRACTOR and all subcontractors, suppliers, and vendors, shall guarantee that the entire Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship. The CONTRACTOR, at no cost to the AGENCY, shall make any repairs or replacements made necessary by defects in materials, equipment, or workmanship that become

evident within one year after the date of recordation of the Notice of Completion. Within this one year period, the CONTRACTOR shall also restore to full compliance with the requirements of this Contract any portion of the Work which is found not to meet those requirements. The CONTRACTOR shall defend, indemnify, and hold the AGENCY, its officers, agents, and employees harmless from claims of any kind due to injuries or damages arising, directly or indirectly, from said defects or noncompliance.

The CONTRACTOR shall make all repairs, replacements, and restorations within thirty-five (35) days after the date of the Engineer's written notice.

If, in the opinion of the Engineer, the defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if, in the opinion of the Engineer, the removal of such work is impractical or will create conditions which are dangerous or undesirable, the AGENCY shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but will make such deductions thereof in the payments due or to become due to the CONTRACTOR as the AGENCY may deem just and reasonable.

4-1.2 Protection of Work and Materials. The CONTRACTOR shall provide and maintain storage facilities and employ such measures as will preserve the specified quality and fitness of materials to be used in the Work. Stored materials shall be reasonably accessible for inspection. The CONTRACTOR shall also adequately protect new and existing work and all items of equipment for the duration of the Contract.

The CONTRACTOR shall not, without the AGENCY's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the Contract.

4-1.3 Inspection Requirements.

4-1.3.1 General. Unless otherwise specified, inspection is required at the source for such typical materials and fabricated items as bituminous paving mixtures, structural concrete, metal fabrication, metal casting, welding, concrete pipe manufacture, protective coating application, and similar shop or plant operations.

Steel pipe in sizes less than 450 mm (18 inches) and vitrified clay and cast iron pipe in all sizes are acceptable upon certification as to compliance with the specifications, subject to sampling and testing by the AGENCY. Standard items of equipment such as electric motors, conveyors, elevators, plumbing fixtures, etc., are subject to inspection at the job site only. Special items of equipment such as designed electrical panel boards, large pumps, sewage plant equipment, etc., are subject to inspection at the source, normally only for performance testing. The Specifications may require inspection at the source for other items not typical of those listed in this section.

4-1.3.2 Inspection of Materials Not Locally Produced. When the CONTRACTOR intends to purchase materials, fabricated products, or equipment from sources located more than 80 km (50 miles) outside the geographical limits of the AGENCY, an inspector or accredited testing laboratory (approved by the Engineer), shall be engaged by the CONTRACTOR at its expense, to inspect the materials, equipment or process. This approval shall be obtained before producing any material or equipment. The inspector or representative of the testing laboratory shall judge the materials by the requirements of the Plans and Specifications. The CONTRACTOR shall forward reports required by the Engineer. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by the

approved agent. Approval by said agent shall not relieve the CONTRACTOR of responsibility for complying with the Contract requirements.

4-1.3.3 Inspection by the AGENCY. The AGENCY will provide all inspection and testing laboratory services within 80 km (50 miles) of the geographical limits of the AGENCY. For private contracts, all costs of inspection at the source, including salaries and mileage costs, shall be paid by the permittee.

4-1.4 Test of Materials. Before incorporation in the Work, the CONTRACTOR shall submit samples of materials, as the Engineer may require, at no cost to the AGENCY. The CONTRACTOR, at his expense, shall deliver the materials for testing to the place and at the time designated by the Engineer. Except as elsewhere specified, the AGENCY will bear the cost of testing material and/or workmanship which meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The CONTRACTOR shall bear the cost of all other tests, including the retesting of material or workmanship that fails to pass the first test.

The CONTRACTOR shall notify the Engineer in writing, at least 15 days in advance, of its intention to use materials for which tests are specified, to allow sufficient time to perform the tests. The notice shall name the proposed supplier and source of material.

If the notice of intent to use is sent before the materials are available for testing or inspection, or is sent so far in advance that the materials on hand at the time will not last but will be replaced by a new lot prior to use on the Work, it will be the CONTRACTOR's responsibility to renotify the Engineer when samples which are representative may be obtained.

There will be inspection of this project to ensure strict adherence to these specifications. During the course of work, CONTRACTOR shall be responsible for calling the Project Engineer for testing and inspection (48) hours in advance. Work not properly tested and inspected will be subject to rejection.

Any work done in unauthorized areas or in a manner unacceptable to the inspector may not be accepted and/or paid for.

4-1.5 Certification. The Engineer may waive materials testing requirements of the Specifications and accept the manufacturer's written certification that the materials to be supplied meet those requirements. Materials test data may be required as part of the certification.

4-1.6 Trade Names or Equals. The CONTRACTOR may supply any of the materials specified or offer an equivalent. The Engineer shall determine whether the material offered is equivalent to that specified. Adequate time shall be allowed for the Engineer to make this determination.

Whenever any particular material, process, or equipment is indicated by patent, proprietary or brand name, or by name of manufacturer, such wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words **or equal**. A listing of materials is not intended to be comprehensive, or in order of preference. The CONTRACTOR may offer any material, process, or equipment considered to be equivalent to that indicated.

The CONTRACTOR shall, at its expense, furnish data concerning items offered by it as equivalent to those specified. The CONTRACTOR shall have the material tested as required by the Engineer to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the item will fulfill its intended function.

Test methods shall be subject to the approval of the Engineer. Test results shall be reported promptly to the Engineer, who will evaluate the results and determine if the substitute item is equivalent. The Engineer's findings shall be final. Installation and use of a substitute item shall not be made until approved by the Engineer.

If a substitute offered by the CONTRACTOR is not found to be equal to the specified material, the CONTRACTOR shall furnish and install the specified material.

The specified Contract completion time shall not be affected by any circumstance developing from the provisions of this section.

Along with information supplied by the CONTRACTOR regarding equivalency of the proposed item, the CONTRACTOR shall clearly identify all deviations from the specified item. Deviations discovered by the Engineer after acceptance of an "or equal" item which were not identified by the CONTRACTOR with his/her submittal shall be cause for rejection of the "or equal" item. CONTRACTOR shall be due no additional compensation in time or money for acceptance or rejection of a proposed "or equal" item and subsequent replacement with the item specified. CONTRACTOR shall pay cost to AGENCY for items requiring more than two submittals and analysis of any shop drawing which requires more than a general review of an "or equal" item.

4-1.7 Weighing and Metering Equipment. All scales and metering equipment used for proportioning materials shall be inspected for accuracy and certified within the past 12 months by the State of California Bureau of Weights and Measures, by the County Director or Sealer of Weights and Measures, or by a scale mechanic registered with or licensed by the County.

The accuracy of the work of a scale service CONSULTANT, except as stated herein, shall meet the standards of the California Business and Professions Code and the California Code of Regulations pertaining to weighing devices. A certificate of compliance shall be presented, prior to operation, to the Engineer for approval and shall be renewed whenever required by the Engineer at no cost to the AGENCY.

All scales shall be arranged so they may be read easily from the operator's platform or area. They shall indicate the true net weight without the application of any factor. The figures of the scales shall be clearly legible. Scales shall be accurate to within 1 percent when tested with the plant shut down. Weighing equipment shall be so insulated against vibration or moving of other operating equipment in the plant area that the error in weighing with the entire plant running will not exceed 2 percent for any setting nor 1.5 percent for any batch.

4-1.8 Calibration of Testing Equipment. Testing equipment, such as, but not limited to pressure gages, metering devices, hydraulic systems, force (load) measuring instruments, and strain-measuring devices shall be calibrated by a testing CONSULTANT acceptable to the Engineer at intervals not to exceed 12 months and following repairs, modification, or relocation of the equipment. Calibration certificates shall be provided when requested by the Engineer.

4-1.9 Construction Materials Dispute Resolution (Soils, Rock Materials, Concrete, Mortar and Related Materials, Masonry Materials, Bituminous Materials, Rock Products, and Modified Asphalts). In the interest of safety and public value, whenever credible evidence arises to contradict the test values of materials, the AGENCY and the CONTRACTOR will initiate an immediate and cooperative investigation. Test values of materials are results of the materials' tests, as defined by these Specifications or by the special provisions, required to accept the Work. Credible evidence is process observations or test values gathered using industry accepted practices. A contradiction exists

whenever work acceptance or performance becomes suspect. The investigation shall allow access to all test results, procedures, and facilities relevant to the disputed work and consider all available information and, when necessary, gather new and additional information in an attempt to determine the validity, the cause, and if necessary, the remedy to the contradiction. If the cooperative investigation reaches any resolution mechanism acceptable to both the AGENCY and the CONTRACTOR, the contradiction shall be considered resolved and the cooperative investigation concluded.

Whenever the cooperative investigation is unable to reach resolution, the investigation may then either conclude without resolution or continue by written notification of one party to the other requesting the implementation of a resolution process by committee. The continuance of the investigation shall be contingent upon recipient's agreement and acknowledged in writing within 3 calendar days after receiving a request. Without acknowledgement, the investigation shall conclude without resolution. The committee shall consist of three State of California Registered Civil Engineers. Within 7 calendar days after the written request notification, the AGENCY and the CONTRACTOR will each select one engineer. Within 14 calendar days of the written request notification, the two selected engineers will select a third engineer. The goal in selection of the third member is to complement the professional experience of the first two engineers. Should the two engineers fail to select the third engineer, the AGENCY and the CONTRACTOR shall each propose 2 engineers to be the third member within 21 calendar days after the written request notification. The first two engineers previously selected shall then select one of the proposed engineers in a blind draw.

The committee shall be a continuance of the cooperative investigation and will re-consider all available information and if necessary gather new and additional information to determine the validity, the cause, and if necessary, the remedy to the contradiction. The committee will focus upon the performance adequacy of the material(s) using standard engineering principles and practices and to ensure public value, the committee may provide engineering recommendations as necessary. Unless otherwise agreed, the committee will have 30 calendar days from its formation to complete their review and submit their findings. The final resolution of the committee shall be by majority opinion, in writing, stamped and signed. Should the final resolution not be unanimous, the dissenter may attach a written, stamped, and signed minority opinion.

Once started, the resolution process by committee shall continue to full conclusion unless:

1. Within 7 days of the formation of the committee, the AGENCY and the CONTRACTOR reach an acceptable resolution mechanism; or
2. Within 14 days of the formation of the committee, the initiating party withdraws its written notification and agrees to bear all investigative related costs thus far incurred; or
3. At any point by the mutual agreement of the AGENCY and the CONTRACTOR.

Unless otherwise agreed, the CONTRACTOR shall bear and maintain a record for all the investigative costs until resolution. Should the investigation discover assignable causes for the contradiction, the assignable party, the AGENCY or the CONTRACTOR, shall bear all costs associated with the investigation. Should assignable causes for the contradiction extended to both parties, the investigation will assign costs cooperatively with each party or when necessary, equally. Should the investigation substantiate a contradiction without assignable cause, the investigation will assign costs cooperatively with each party or when necessary, equally. Should the investigation be unable to substantiate a contradiction, the initiator of the investigation shall bear all investigative costs. All claim notification requirements of the contract pertaining to the contradiction shall be suspended until the investigation is concluded.

SECTION 5 – UTILITIES

5-1 LOCATION. The Permittee (in the case of Private Contracts) and the AGENCY, will search known substructure records and furnish the CONTRACTOR with copies of documents which describe the location of utility substructures, or will indicate on the Plans for the project those substructures (except for service connections) which may affect the Work. Information regarding removal, relocation, abandonment, or installation of new utilities will be furnished to prospective bidders.

Where underground main distribution conduits such as water, gas, sewer, electric power, telephone, or cable television are shown on the Plans, the CONTRACTOR shall assume that every property parcel will be served by a service connection for each type of utility.

As provided in Section 4216 of the California Government Code, at least 2 working days prior to commencing any excavation, the CONTRACTOR shall contact the regional notification center (Underground Service Alert of Northern California) and obtain an inquiry identification number.

The California Department of Transportation is not required by Section 4216 to become a member of the regional notification center. The CONTRACTOR shall contact it for location of its subsurface installations.

The CONTRACTOR shall determine the location and depth of all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by its operations. If no pay item is provided in the Contract for this work, full compensation for such work shall be considered as included in the prices bid for other items of work.

5-1.1 Mandatory Notification Prior To Excavation. The Contractor's attention is directed to Section 4215.5 through 4217 of the Government Code of the State of California. This requires that two (2) working days prior to commencing any excavation "Underground Service Alert of Northern California" (USA) shall be notified by phone, toll free 1-800-227-2600, for the assignment of an Inquiry Identification Number.

Construction CONTRACTOR shall contact all utility companies at least five (5) working days prior to commencing work and shall verify the location of any known utilities and determine whether or not a representative of each company will be present during excavation.

The known public utilities contacts are:

City of Lakeport Municipal Sewer District No. 1 – sewer and storm drain
City of Lakeport – water
PG&E – gas and electric
AT&T – telephone and fiber optic
Mediacom Broadband – cable and fiber optic

The CONTRACTOR shall coordinate construction with public utility relocation activities.

The existing subsurface utilities shown have been indicated, based on the best available record information. However, to avoid or resolve any interference problems between these existing utilities and the proposed work, the CONTRACTOR shall field verify the vertical and horizontal locations of

all utilities, such as water lines and water services, electronic conduits, telephone and television cable, storm drain facilities, and all other facilities and obstructions prior to beginning any excavations. If conflicts exist, revised grades and/or alignments may be established, if required. **Such field verification shall require exposing these utilities prior to the start of construction.**

Special reference is hereby made to Section 5-2, "Protection," of these Standard Specifications with respect to the protection, repair, and replacement of existing subsurface utilities.

Additionally, the CONTRACTOR shall also notify the following local entities of his/her schedule fourteen (14) days prior to commencing work, including local refuse collectors, street sweepers, the Post Office, Public Schools, and Bus Companies:

City of Lakeport Police and Fire Department
City of Lakeport Public Works Department
CalFire
Lakeport Fire District
Lakeport Unified School District
Lake County Transit

No excavation shall commence unless the CONTRACTOR has obtained the USA Inquiry Identification Number.

5-1.2 Accuracy Of Utilities Information. The locations of known existing major utilities, whether above ground or underground, are indicated on the plans. Information and data reflected in the Contract Documents with respect to underground and above ground utilities at or contiguous to the site is based upon information and data furnished to the City and the Engineer by the owners of such utilities, and the City does not assume responsibility for the accuracy or completeness thereof. The CONTRACTOR shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

The CONTRACTOR shall be responsible for determining the location and depth of all underground facilities, including service connections, which may affect or be affected by his/her operations and he/she shall include the cost to pothole all utilities within the limits of work in his/her bid. If an existing utility line, which has been marked by Underground Service Alert or is shown on the plans, is damaged by the CONTRACTOR, the CONTRACTOR shall repair the line and bear the cost thereof.

CONTRACTOR shall be aware that electrical conduits between street and traffic lights may exist beneath pavement and/or sidewalk in areas where such lights are in place and that said conduits are not shown on these plans.

In the event that the CONTRACTOR damages any existing utility lines that are not shown, shown incorrectly or the locations of which are not made known to the CONTRACTOR prior to excavation, a telephone call and written report shall be made immediately to the Utility owner, the Engineer, and to the City. If directed by the City, the CONTRACTOR shall make repairs under the provisions for changes and extra work contained in **SECTION 3 - CHANGES IN WORK** of these Standard Specifications.

5-2 PROTECTION.

Excavation, trenching, bedding and backfill construction shall be in accordance with the Contract Documents, applicable City requirements, the Standard Specifications, and the project drawings. All trenching including that for water, sewer, storm drain and utility conduits and all service connections and meter boxes (not permitted in driveways) shall be completed and inspected and approved by the agency having jurisdiction, and the structural backfill inspected and tested for compaction and approved before aggregate base, paving, and other permanent surface construction may commence.

The CONTRACTOR shall not interrupt the service function or disturb the support of any utility without authority from the owner or order from the AGENCY. All valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff.

Where protection is required to ensure support of utilities located as shown on the Plans or in accordance with 5-1, the CONTRACTOR shall, unless otherwise provided, furnish and place the necessary protection at its expense.

Upon learning of the existence and location of any utility omitted from or shown incorrectly on the Plans, the CONTRACTOR shall immediately notify the Engineer in writing. When authorized by the Engineer, support or protection of the utility will be paid for as provided in 3-3.

The CONTRACTOR shall immediately notify the Engineer and the utility owner if any utility is disturbed or damaged. The CONTRACTOR shall bear the costs of repair or replacement of any utility damaged.

Where concrete is used for backfill or for structures which would result in embedment, or partial embedment, of a metallic utility installation; or where the coating, bedding or other cathodic protection system is exposed or damaged by the CONTRACTOR's operations, the CONTRACTOR shall notify the Engineer and arrange to secure the advice of the affected utility owner regarding the procedures required to maintain or restore the integrity of the system.

5-3 REMOVAL. Unless otherwise specified, the CONTRACTOR shall remove all interfering portions of utilities shown on the Plans or indicated in the Bid documents as "abandoned" or "to be abandoned in place". Before starting removal operations, the CONTRACTOR shall ascertain from the AGENCY whether the abandonment is complete, and the costs involved in the removal and disposal shall be included in the Bid for the items of work necessitating such removals.

5-4 RELOCATION. When feasible, the owners responsible for utilities within the area affected by the Work will complete their necessary installations, relocations, repairs, or replacements before commencement of work by the CONTRACTOR. When the Plans or Specifications indicate that a utility installation is to be relocated, altered, or constructed by others, the AGENCY will conduct all negotiations with the owners and work will be done at no cost to the CONTRACTOR. Utilities which are relocated in order to avoid interference shall be protected in their position and the cost of such protection shall be included in the Bid for the items of work necessitating such relocation.

After award of the Contract, portions of utilities which are found to interfere with the Work will be relocated, altered or reconstructed by the owners, or the Engineer may order changes in the Work to avoid interference. Such changes will be paid for in accordance with 3-3.

When the Plans of Specifications provide for the CONTRACTOR to alter, relocate, or reconstruct a utility, all costs for such work shall be included in the Bid for the items of work necessitating such work. Temporary or permanent relocation or alteration of utilities requested by the CONTRACTOR for its convenience shall be its responsibility and it shall make all arrangements and bear all costs.

The utility owner will relocate service connections as necessary within the limits of the Work or within temporary construction or slope easements. When not otherwise required by the plans and specifications and when directed by the Engineer, the CONTRACTOR shall arrange for the relocation of service connections as necessary between the meter and property line, or between the meter and limits of construction. The relocation of such service connections will be paid for in accordance with provisions of 3-3. Payment will include the restoration of all existing improvements which may be affected thereby. The CONTRACTOR may agree with the owner of any utility to disconnect and reconnect interfering service connections. The AGENCY will not be involved in any such agreement.

5-5 DELAYS. The CONTRACTOR shall notify the Engineer of its construction schedule insofar as it affects the protection, removal, or relocation of utilities. Said notification shall be included as a part of the construction schedule required in 6-1. The CONTRACTOR shall notify the Engineer in writing of any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities.

The CONTRACTOR will not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, noted, and completed in accordance with 5-1.

The CONTRACTOR may be given an extension of time for unforeseen delays attributable to unreasonably protracted interference by utilities in performing work correctly shown on the Plans.

The AGENCY will assume responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities within the area affected by the Work if such utilities are not identified in Contract Documents. The CONTRACTOR will not be assessed liquidated damages for any delay caused by failure of AGENCY to provide for the timely removal, relocation, or protection of such existing facilities.

5-6 COOPERATION. When necessary, the CONTRACTOR shall so conduct its operations as to permit access to the Work site and provide time for utility work to be accomplished during the progress of the Work.

SECTION 6 – PROSECUTION, PROGRESS, AND

ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

6-1.1 Pre-Construction Meeting And Submittal. A pre-construction meeting will be conducted by the City prior to commencement of construction at a time and place designated by the City. Those attending the meeting shall include, but not be limited to, the following:

- a. The CONTRACTORs representative(s)
- b. Sub-CONTRACTORs representative(s), if needed
- c. City of Lakeport Director of Public Works
- d. City of Lakeport Project Manager
- e. The Design Engineers
- f. The Construction Engineers
- g. The affected utility companies' representatives
- h. City of Lakeport Public Works Inspectors

- i. Caltrans' inspector and/or representative(s) if applicable

One week prior to this meeting the CONTRACTOR shall submit the following:

1. Construction Schedule
2. Traffic Control Plan
3. Emergency Contact List
4. List of Subcontractors
5. Water Pollution Control Plan (WPCP)

6-1.2 CONSTRUCTION SCHEDULE. After notification of award and prior to start of any work, the CONTRACTOR shall submit its proposed construction schedule to the Engineer for approval. The construction schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show chronological relationship of all activities of the project. These include, but are not limited to: estimated starting and completion dates of various activities, submittal of shop drawings to the Engineer for approval, procurement of materials and scheduling of equipment. The construction schedule shall recognize the requirements of 5-5 and reflect completion of all work under the Contract within the specified time and in accordance with the Specifications.

Unless otherwise provided, the Contract time shall commence upon the date of issuance of a notice to proceed. The Work shall start within 15 days thereafter, and be diligently prosecuted to completion within the time provided in the Specifications.

If the CONTRACTOR desires to make a major change in the method of operations after commencing construction, or if the schedule fails to reflect the actual progress, the CONTRACTOR shall submit to the Engineer a revised construction schedule in advance of beginning revised operations.

The Engineer may waive these requirements.

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

6-1.3 Emergency Contact List. The CONTRACTOR shall provide the following information in writing and submit it with the signed contract, contract bonds and certificates of insurance. Failure to comply may result in delays in the processing of the contract documents.

1. Name of authorized representative at the job site.
2. Address and telephone number where the above person can be reached 24 hours a day.
3. Address of the nearest office of the CONTRACTOR, if any, and the name and telephone number of a person at that office who is familiar with the project.
4. Address and telephone number of the CONTRACTOR's main office and the name and telephone number of the person at that office familiar with the project.

6-2 PROSECUTION OF WORK. To minimize public inconvenience and possible hazard and to restore street and other work areas to their original condition and state of usefulness as soon as practicable, the CONTRACTOR shall diligently prosecute the Work to completion. If the Engineer determines that the CONTRACTOR is failing to prosecute the Work to the proper extent, the CONTRACTOR shall, upon orders from the Engineer, immediately take steps to remedy the situation. All costs of prosecuting the Work as described herein shall be included in the CONTRACTOR's Bid. Should the CONTRACTOR fail to take the necessary steps to fully accomplish said purposes, after orders of the Engineer to do so, the

AGENCY may suspend the work in whole or in part, until the CONTRACTOR takes said steps at no cost to the AGENCY.

As soon as possible under the provisions of the Specifications, the CONTRACTOR shall backfill all excavations and restore to usefulness all improvements existing prior to the start of the Work.

If Work is suspended through no fault of the AGENCY, all expenses and losses incurred by the CONTRACTOR during such suspensions shall be borne by the CONTRACTOR. If the CONTRACTOR fails to properly provide for public safety, traffic, and protection of the Work during periods of suspension, the AGENCY may elect to do so, and deduct the cost thereof from monies due the CONTRACTOR. Such actions will not relieve the CONTRACTOR from liability.

The CONTRACTOR shall submit monthly 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.

6-3 SUSPENSION OF WORK.

6-3.1 General. The Work may be suspended in whole or in part when determined by the Engineer that the suspension is necessary in the interest of the AGENCY. The CONTRACTOR shall comply immediately with any written order of the Engineer. Such suspension shall be without liability to the CONTRACTOR on the part of the AGENCY except as otherwise specified in 6-6.3.

6-3.2 Archaeological and Paleontological Discoveries. If discovery is made of items of archaeological or paleontological interest, the CONTRACTOR shall immediately cease excavation in the area of discovery and shall not continue until ordered by the Engineer. When resumed, excavation operations within the area of discovery shall be as directed by the Engineer.

Discoveries which may be encountered may include, but not be limited to, dwelling sites, stone implements or other artifacts, animal bones, human bones, and fossils.

The CONTRACTOR shall be entitled to an extension of time and compensation in accordance with the provisions of 6-6.

6-4 DEFAULT BY CONTRACTOR. If the CONTRACTOR fails to begin delivery of material and equipment, to commence the Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain the Work schedule which will insure the AGENCY's interest, or, if the CONTRACTOR is not carrying out the intent of the Contract, the AGENCY may serve written notice upon the CONTRACTOR and the Surety on its Faithful Performance Bond demanding satisfactory compliance with the Contract.

The Contract may be canceled by the City Council without liability for damage, when in the City Council's opinion the CONTRACTOR is not complying in good faith, has become insolvent, or has assigned or subcontracted any part of the Work without the City Council's consent. In the event of such cancellation, the CONTRACTOR will be paid the actual amount due based on Contract Unit Prices or lump sums bid and the quantity of the Work completed at the time of cancellation, less damages caused to the AGENCY by acts of the CONTRACTOR. The CONTRACTOR, in having tendered a Bid, shall be deemed to have waived any and all claims for damages because of cancellation of Contract for any such reason. If the AGENCY declares the Contract canceled for any of the above reasons, written notice to that

effect shall be served upon the Surety. The Surety shall, within 5 days, assume control and perform the Work as successor to the CONTRACTOR.

If the Surety assumes any part of the Work, it shall take the CONTRACTOR's place in all respects for that part, and shall be paid by the AGENCY for all work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the CONTRACTOR at the time of its default shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

If the Surety does not assume control and perform the Work within 5 days after receiving a notice of cancellation, or fails to continue to comply, the AGENCY may exclude the Surety from the premises. The AGENCY may then take possession of all material and equipment and complete the Work by AGENCY forces, by letting the unfinished Work to another CONTRACTOR, or by a combination of such methods. In any event, the cost of completing the Work shall be charged against the CONTRACTOR and its Surety and may be deducted from any money due or becoming due from the AGENCY. If the sums due under the Contract are insufficient for completion, the CONTRACTOR or Surety shall pay to the AGENCY within 5 days after the completion, all costs in excess of the sums due.

The provisions of this subsection shall be in addition to all other rights and remedies available to the AGENCY under law.

6-5 TERMINATION OF THE CONTRACT. The City Council may terminate the Contract at its own discretion or when conditions encountered during the Work make it impossible or impracticable to proceed, or when the AGENCY is prevented from proceeding with the Contract by act of God, by law, or by official action of a public authority.

6-6 DELAYS AND EXTENSIONS OF TIME.

6-6.1 General. If delays are caused by unforeseen events beyond the control of the CONTRACTOR, such delays will entitle the CONTRACTOR to an extension of time as provided herein, but the CONTRACTOR will not be entitled to damages or additional payment due to such delays, except as provided in 6-6.3. Such unforeseen events may include: war, government regulations, labor disputes, strikes, fires, floods, adverse weather or elements necessitating cessation of work, inability to obtain materials, labor or equipment, required extra work, or other specific events as may be further described in the Specifications.

No extension of time will be granted for a delay caused by the CONTRACTOR's inability to obtain materials unless the CONTRACTOR furnishes to the Engineer documentary proof. The proof must be provided in a timely manner in accordance with the sequence of the CONTRACTOR's operations and the approved construction schedule.

If delays beyond the CONTRACTOR's control are caused by events other than those mentioned above, the Engineer may deem an extension of time to be in the best interests of the AGENCY. The CONTRACTOR will not be entitled to damages or additional payment due to such delays, except as provided in 6-6.3.

If delays beyond the CONTRACTOR's control are caused solely by action or inaction by the AGENCY, such delays will entitle the CONTRACTOR to an extension of time as provided in 6-6.2.

6-6.1.1 Notice of Delays. Whenever the CONTRACTOR foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the CONTRACTOR regards as unavoidable, he/she shall notify the Engineer in writing of the

probability of the occurrence of such delay and its cause so that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if prevention is not possible, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent it will delay the prosecution and completion of the work. It will be concluded that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by him/her to have been unavoidable. The CONTRACTOR shall make no claims for any delay not called to the attention of the Engineer at the time of its occurrence as an unavoidable delay.

6-6.1.2 Avoidable Delays. Avoidable delays in the prosecution or completion of the work shall include all delays which in the opinion of the Engineer would have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the CONTRACTOR of his/her subcontractors. The following shall be considered avoidable delays within the meaning of the contract: 1) Delays in the prosecution of parts of the work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the work or the completion of the whole work within the time herein specified; 2) Reasonable loss of time resulting from the necessity of submitting samples of materials and drawings to the Engineer for approval and from performing tests of materials, measurements, and inspections; 3) Reasonable interference of other CONTRACTORS employed by the AGENCY and/or other CONTRACTORS working in the area which do not necessarily prevent the completion of the whole work within the time agreed upon; 4) Delays resulting from inaccurate or incomplete shop drawing submittals; and 5) Interference of other CONTRACTORS performing concurrent work.

6-6.1.3 Extension of Time. In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the CONTRACTOR will be assessed damages for delay in accordance with Paragraph 6-9.1. The AGENCY, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in his/her best interest to do so. During such extension of time, the CONTRACTOR will be charged for engineering and inspection services and other costs as provided in Paragraph 6-6.2.1 but will not be assessed damages pursuant to Paragraph 6-9.

6-6.2 Extensions of Time. Extensions of time, when granted, will be based upon the effect of delays to the Work. They will not be granted for noncontrolling delays to minor portions of the Work unless it can be shown that such delays did or will delay the progress of the Work.

6-6.2.1 Compensation to AGENCY for Extension of Time. Compensation for extension of time for avoidable delay granted pursuant to Paragraph 6-6.1.3 shall be the actual cost to the AGENCY for engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the work and which accrue during the period of such extension, except that the cost of final inspection and preparation of the final estimate shall not be included.

6-6.3 Payment for Delays to CONTRACTOR. The CONTRACTOR will be compensated for damages incurred due to delays for which the AGENCY is responsible. Such actual costs will be determined by the Engineer. The AGENCY will not be liable for damages which the CONTRACTOR could have avoided by any reasonable means, such as judicious handling of forces or equipment. The determination of what damages the CONTRACTOR could have avoided will be made by the Engineer.

Requests for an extension of time must be delivered to the AGENCY within ten (10) consecutive calendar days following the date of the occurrence that caused the delay. The request must be

submitted in writing and must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. This shall be included as part of a revised construction schedule required in Section 6-1. Requests for extensions of time shall be supported by all evidence reasonably available or known to the CONTRACTOR, which would support the extension of time requested. Requests for extensions of time, which are not received within the time specified above, shall result in the forfeiture of the CONTRACTOR's right to receive any extension of time requested.

If the CONTRACTOR is requesting an extension of time because of weather, he/she shall supply daily written reports to the AGENCY's representative describing such weather, and the work that could not be performed that day because of such weather or conditions resulting therefrom and that he/she otherwise would have performed.

6-7 TIME OF COMPLETION

6-7.1 General. The CONTRACTOR shall complete the Work within the time set forth in the Contract. The CONTRACTOR shall complete each portion of the Work within such time as set forth in the Contract for such portion. Unless otherwise specified, the time of completion of the Contract shall be expressed in working days.

6-7.2 Working Day. A working day is any day within the period between the start of the Contract time as defined in 6-1 and the date provided for completion, or upon field acceptance by the Engineer for all work provided for in the Contract, whichever occurs first, other than:

1. Saturday,
2. Sunday,
3. any day designated as a holiday by the AGENCY,
4. any other day designated as a holiday in a Master Labor Agreement entered into by the CONTRACTOR or on behalf of the CONTRACTOR as an eligible member of a CONTRACTOR association,
5. any day the CONTRACTOR is prevented from working at the beginning of the workday for cause as defined in 6-6.1,
6. any day the CONTRACTOR is prevented from working during the first 5 hours with at least 60 percent of the normal work force for cause as defined in 6-6.1.

The CONTRACTOR's activities involving work which requires street closure, detours, and barricades shall be confined to the hours between 7:00 a.m. and 5:00 p.m. Monday through Friday. In addition, the CONTRACTOR shall not perform any Work on Saturday, Sunday, or on AGENCY-designated holidays. AGENCY-designated holidays are listed in **TABLE 1 – AGENCY-DESIGNATED HOLIDAYS** below. Deviation from these hours will be permitted upon approval of the Engineer, except in emergencies involving immediate hazard to persons or property.

Deviations from these hours will not be permitted without the prior consent of the Engineer, 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. Service fees will be calculated at overtime rates including benefits, overhead, and travel time; and will be deducted from the amounts due the CONTRACTOR.

Failure of the CONTRACTOR to adhere to working day requirements will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each OCCURRENCE of a working day or hours violation, as provided

herein, the CONTRACTOR shall pay to the AGENCY, or have withheld from monies due to it, the sum of \$1,000.00.

TABLE 1 – AGENCY-DESIGNATED HOLIDAYS

New Year's Day
Martin Luther King, Jr. Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT \$1,000 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGED CAUSED BY FAILURE OF THE CONTRACTOR TO LIMIT PERFORMANCE OF THE WORK BETWEEN THE ALLOTTED TIMES, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR IF SUCH DELAY OCCURS.

6-7.3 Contract Time Accounting. The Engineer will make a daily determination of each working day to be charged against the Contract time. These determinations will be discussed and the CONTRACTOR will be furnished a periodic statement showing allowable number of working days of Contract time, as adjusted, at the beginning of the reporting period. The statement will also indicate the number of working days charged during the reporting period and the number of working days of Contract time remaining. If the CONTRACTOR does not agree with the statement, it shall file a written protest within 15 days after receipt, setting forth the facts of the protest. Otherwise, the statement will be deemed to have been accepted.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY. The Work will be inspected by the Engineer for acceptance upon receipt of the CONTRACTOR's written assertion that the Work has been completed.

If, in the Engineer's judgment, the Work has been completed and is ready for acceptance, it will so certify to the City Council, which may accept the completed Work. The Engineer will, in its certification to the City Council, give the date when the Work was completed. This will be the date when the CONTRACTOR is relieved from responsibility to protect the Work.

All work shall be warranted by the CONTRACTOR against defective workmanship and materials for a period of 1 year from the date the Work was completed. The CONTRACTOR shall replace or repair any such defective work in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the CONTRACTOR fails to make such replacement or repairs

within the time specified in the notice, the AGENCY may perform this work and the CONTRACTOR's sureties shall be liable for the cost thereof.

6-8.1 General Guaranty. The CONTRACTOR shall remedy any defects in the Work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the Work unless a longer period is specified. The AGENCY will give notice of observed defects with reasonable promptness.

6-9 FORFEITURE DUE TO DELAY. The CONTRACTOR shall complete all or any designated portion of the Work called for under the Contract within the time set forth in Section C (Proposal) of these Specifications.

In accordance with Government Code 53069.85, and all other applicable law, the CONTRACTOR agrees to forfeit and pay the AGENCY the amount of One Thousand Five Hundred Dollars (\$1,500.00) per day for each and every day of unauthorized delay beyond the completion date, which shall be deducted from any monies due the CONTRACTOR. This payment shall be considered liquidated damages. CONTRACTOR agrees that such liquidated damages are reasonable under the circumstances existing at the time of execution of the contract, that such liquidated damages are to compensate AGENCY for losses that are difficult to measure and that such damages are not a penalty.

Failure of the CONTRACTOR to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this Contract entitling the AGENCY to terminate the Contract unless the CONTRACTOR applies for, and receives, an extension of time in accordance with the procedures set forth in Section 5-5.

Failure of the AGENCY to insist upon the performance of any covenant or conditions within the time period specified in the Contract Documents shall not constitute a waiver of the CONTRACTOR's duty to complete performance within the designated periods unless the AGENCY has executed a waiver in writing.

The AGENCY's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provision contained in the Contract Documents.

Failure of the CONTRACTOR to complete performance promptly within the additional time authorized in a waiver or extension of time agreement shall constitute a material breach of this Contract entitling the AGENCY to terminate this agreement.

The CONTRACTOR shall not be deemed in breach of this Contract and no forfeiture due to delay shall be made because of any delays in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR provided the CONTRACTOR requests an extension of time in accordance with the procedures set forth in Section 5-5. Unforeseeable causes of delay beyond the control of the CONTRACTOR shall include acts of God, acts of a public enemy, acts of the government, acts of the AGENCY, or acts of another CONTRACTOR in the performance of a contract with the AGENCY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays of subcontractors due to such causes, or delays caused by failure of the owner of a utility to provide for removal or relocation of existing utility facilities. Delays caused by actions or neglect of CONTRACTOR or his/her agents, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part of all of the Work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond the CONTRACTOR's control) shall not entitle the CONTRACTOR to any additional compensation. The sole recourse of the CONTRACTOR shall be to seek an extension of time.

6-10 USE OF IMPROVEMENT DURING CONSTRUCTION. The AGENCY reserves the right to take over and utilize all or part of any completed facility or appurtenance. The CONTRACTOR will be notified in writing in advance of such action. Such action by the AGENCY will relieve the CONTRACTOR of responsibility for injury or damage to said completed portions of the improvement resulting from use by public traffic or from the action of the elements or from any other cause, except CONTRACTOR operations or negligence. The CONTRACTOR will not be required to reclean such portions of the improvement before field acceptance, except for cleanup made necessary by its operations. Nothing in this section shall be construed as relieving the CONTRACTOR from full responsibility for correcting defective work or materials.

In the event the AGENCY exercises its right to place into service and utilize all or part of any completed facility or appurtenance, the AGENCY will assume the responsibility and liability for injury to persons or property resulting from the utilization of the facility or appurtenance so placed into service, except for any such injury to persons or property caused by any willful or negligent act or omission by the CONTRACTOR, Subcontractor, their officers, employees, or agents.

6-11 GUARANTEE. The CONTRACTOR shall warrant and guarantee the entire Work and all parts thereof, including that performed and constructed by subcontractors, and others employed directly or indirectly on the Work, against faulty or defective materials, equipment or workmanship for the maximum period provided by law. In addition thereto, for a period of one (1) year commencing on the date of acceptance of the Work, the CONTRACTOR shall, upon the receipt of notice in writing from the AGENCY, promptly make all repairs arising out of defective materials, workmanship or equipment and bear the cost thereof. The AGENCY is hereby authorized to make such repairs and the CONTRACTOR and Surety shall bear the cost thereof if, ten (10) days after the giving of such notice to the CONTRACTOR, the CONTRACTOR has failed to make or undertake with due diligence the repairs; provided, however, that, in the case of an emergency where, in the opinion of the AGENCY, delay could cause serious loss or damage, repairs may be made without notice being sent to the CONTRACTOR or Surety, and all expense in connection therewith shall be charged to the CONTRACTOR and Surety.

For the purpose of this article "Acceptance of the Work" shall mean the acceptance of the Work by the AGENCY in accordance with Subsection 6-8 but not for the purpose of extinguishing any covenant or agreement or agreement on the part of the CONTRACTOR to be performed or fulfilled under this Contract, which has not in fact been performed or fulfilled at the time of such acceptance all of such covenants and agreements, shall continue to be binding on the CONTRACTOR until they have been fulfilled.

The effective date of Acceptance of the Work and commencement of the Guarantee shall be the date of acceptance of the Notice of Completion by the City Council.

6-12 DISPUTES AND CLAIMS

6-12.1 General. Any and all decisions made on appeal pursuant to this Subsection 6-12 shall be in writing. Any "decision" purportedly made pursuant to this Subsection 6-12 that is not in writing shall not be binding upon the AGENCY and should not be relied upon by the CONTRACTOR.

Nothing in this subsection shall be considered as relieving the CONTRACTOR from his/her duty to file the notice required under Subsection 6-13 or other duties required by the Contract Documents.

6-12.2 Administrative Review. Request for review made to the Construction Inspector or Project Engineer may be either oral or written. Request for review made to the City Engineer shall be made in writing with supporting evidence attached.

The CONTRACTOR shall submit each request for review within twenty-one (21) calendar days of receipt of the decision that he/she is requesting.

Prior to demand for arbitration, the CONTRACTOR shall exhaust his/her administrative remedies by attempting to resolve his/her dispute or claim with AGENCY's staff in the following sequence:

1. Project Engineer
2. City Engineer

Should the Project Engineer fail to address the CONTRACTOR's request for review of a disputed decision within fourteen (14) calendar days after receiving such request, the CONTRACTOR may proceed directly to the City Engineer. At the option of the AGENCY, the person to whom the request for review is directed may elect to take such request to a higher level and the CONTRACTOR's request shall be deemed to be properly submitted to such higher level.

The City Engineer shall address disputes or claims within twenty-eight (28) calendar days after receiving such request and all necessary supporting data. The City Engineer's decision on the dispute or claim shall be the AGENCY's final decision.

6-12.3 Arbitration. Claims and disputes arising under or related to the performance of the contract, except for claims that have been released by execution of the "Release on Contract" as provided in Subsection 9-4, shall be resolved in arbitration unless the AGENCY and the CONTRACTOR agree in writing, after the claim or dispute has arisen, to waive arbitration and to have the claim or dispute litigated in court of competent jurisdiction. Arbitration shall be conducted, to the extent feasible, pursuant to Chapter 3 (Sections 301-393, inclusive) of Division 2 of Title 1 of the California Code of Regulations except that references therein to the "State Contract Act" shall be construed to mean "applicable law" and "Public Agency", or "Department" shall be construed to mean "AGENCY" as defined in Subsection 1.2. The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence, and in writing, contain the basis for the decision, findings of fact, and conclusions of law.

Arbitration shall be initiated by a Demand for Arbitration. The CONTRACTOR shall request a Demand for Arbitration not later than ninety (90) calendar days after the date of the final written decision of the AGENCY on the claim or dispute.

All contracts valued at more than \$15,000 between the CONTRACTOR and his/her Subcontractors and Suppliers shall include a provision that the Subcontractors and Suppliers shall be bound to the CONTRACTOR to the same extent that the CONTRACTOR is bound to the AGENCY by all terms and provisions of the Contract, including these arbitration provisions.

6-13 NOTICE OF POTENTIAL CLAIM. The CONTRACTOR shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer, or the happening of any event, thing or occurrence, unless the CONTRACTOR shall have given the Engineer due notice in writing, of the potential claim as hereinafter specified, provided, however, that compliance with this Subsection 6-12 shall not be a prerequisite as to any claim that is based on differences in measurements or errors of computation as to the Contract quantities.

Additionally, this Subsection 6-13 shall not supersede the specific notice and protest requirements of Subsection 3-4 "Changed Conditions" and Subsection 6-7.3 "Contract Time Accounting" respectively.

A written notice of potential claim shall set forth the reasons the CONTRACTOR believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. A notice as above required must have been given to the Engineer prior to the time that the CONTRACTOR shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.

It is the intention of this Subsection 6-13 that differences between the parties arising under and by the virtue of the Contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The CONTRACTOR hereby agrees that he/she shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES. The CONTRACTOR shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work. Such equipment and facilities shall meet all requirements of applicable ordinances and laws.

A noise level limit of 85 dba at a distance of fifty (50) feet 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 where required for the protection of personnel.

The CONTRACTOR shall arrange and maintain a secure storage site for all equipment and materials. All equipment and unused materials shall be returned to this site at the end of each work day.

7-2 LABOR.

7-2.1 General. Only competent workers shall be employed on the Work. Any person employed who is found to be incompetent, intemperate, troublesome, disorderly, or otherwise objectionable, or who fails or refuses to perform work properly and acceptably, shall be immediately removed from the Work by the CONTRACTOR and not be reemployed on the Work.

7-2.2 Laws. The CONTRACTOR, its agents and employees shall be bound by and comply with applicable provisions of the Labor Code and Federal, State and local laws related to labor.

The CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding minimum wages; the 8-hour day and 40-hour week; overtime; Saturday, Sunday, and holiday work; and nondiscrimination because of race, color, national origin, sex, or religion. Failure to file any report due under said orders will result in suspension of periodic progress payments.

In accordance with the Labor Code, the Office of the Engineer has on file and will publish a schedule of prevailing wage rates for the types of work to be done under the Contract. The CONTRACTOR shall not pay less than these rates.

Each worker shall be paid subsistence and travel as required by the collective bargaining agreements on file with the State of California Department of Industrial Relations.

The CONTRACTOR's attention is directed to Section 1776 of the Labor Code which imposes responsibility upon the CONTRACTOR for the maintenance, certification, and availability for inspection of such records for all persons employed by the CONTRACTOR or Subcontractor in connection with the project. The CONTRACTOR shall agree through the Contract to comply with this Section and the remaining provisions of the Labor Code.

The CONTRACTOR shall ensure unlimited access to the job site for all Equal Opportunity Compliance officers.

Every CONTRACTOR and Subcontractor shall keep an accurate record showing the name, occupation, and the actual per diem wages paid to each worker employed by him/her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the body awarding the Contract and to the Division of Labor Law Enforcement.

7-2.2.1 Overtime and Shift Work. The CONTRACTOR may establish overtime and shift work as a regular procedure only with the written permission of the Engineer. Such permission may be revoked at any time. No work other than overtime and shift work established as a regular procedure shall be done outside the hours described in Section 6-7.2, nor on Saturdays, Sundays or legal holidays, except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency.

All costs for overtime inspection, except those occurring as a result of overtime and shift work established as a regular procedure, shall be paid by the CONTRACTOR. Overtime inspection shall include inspection required during holidays observed by the AGC and Trade Unions, Saturdays, Sundays, and any weekday outside the hours described in Section 6-7.2. Such costs will include but will not necessarily be limited to engineering, inspection, general supervision and other overhead expenses that are directly chargeable to the overtime work. The AGENCY shall deduct all such charges from payments due the CONTRACTOR.

7-3 LIABILITY INSURANCE.

7-3.1 General. CONTRACTOR and AGENCY agree that AGENCY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the AGENCY. CONTRACTOR acknowledges that AGENCY would not have entered into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect AGENCY as set forth here.

7-3.2 To the full extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless AGENCY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees incurred by AGENCY, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by the AGENCY.

7-3.3 Without affecting the rights of AGENCY under any provision of this agreement or this section, CONTRACTOR shall not be required to indemnify and hold harmless AGENCY as set forth above for liability attributable to the sole fault of AGENCY, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

This exception will apply only in instances where the AGENCY is shown to have been solely at fault and not in instances where CONTRACTOR is solely or partially at fault or in instances where AGENCY's fault accounts for only a percentage of the liability involved. In those instances, the obligation of CONTRACTOR will be all-inclusive and AGENCY will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the AGENCY.

7-3.4 CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is less than the sole fault of AGENCY. CONTRACTOR has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

7-3.5 The obligations of CONTRACTOR under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to AGENCY, its employees, agents and officials.

7-3.6 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every subcontractor, sub-tier CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance or subject matter of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required here, CONTRACTOR agrees to be fully responsible according to the terms of this section.

7-3.7 Failure of AGENCY to monitor compliance with these requirements imposes no additional obligations on AGENCY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend AGENCY as set forth herein is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this Agreement or this section.

7-3.8 CONTRACTOR agrees to provide insurance in accordance with the requirements as set forth here. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by CONTRACTOR and maintained on behalf of AGENCY and in accordance with the requirements set forth herein.

7-3.9 Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. Total limits shall be not less than two million dollars (\$2,000,000.00) per occurrence for all coverages and four million dollars (\$4,000,000.00) general aggregate. AGENCY and its officers, agents and employees shall be named as additional insureds using ISO additional insureds endorsement form CG 20 10 11 85 (in no event will AGENCY accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to AGENCY or any employee or agent of AGENCY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum of \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy.

Coverage shall be following form to any underlying coverage. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.

Each policy of insurance shall contain a clause prohibiting cancellation, modification or lapse without thirty (30) days prior written notice having been given to the City. All insurance policies shall be subject to approval by the City Attorney and certificates evidencing such policies shall be provided to the City concurrently with the filing of all required bonds.

7-3.10 Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than two million dollars (\$2,000,000.00) per accident. Starting and ending dates shall be concurrent. If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy drafted above is acceptable.

7-4 WORKERS’ COMPENSATION INSURANCE.

7-4.1 Workers’ Compensation/Employers’ Liability shall be written on a policy form providing workers’ compensation statutory benefits as required by law. Employers’ liability limits shall be no less than one million dollars per accident or disease. Employers’ liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the AGENCY, its officers, agents or employees.

7-4.2 CONTRACTOR and AGENCY further agree as follows:

7-4.2.1 This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

7-4.2.2 Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

7-4.2.3 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to the AGENCY or its operations limits the application of each insurance coverage.

7-4.2.4 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 and is not intended by any party to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type.

7-4.2.5 For purposes of insurance coverage only, this Agreement shall be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

7-4.2.6 All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit CONTRACTOR, and CONTRACTOR’s agents, officers or employees from waiving the right of

subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against AGENCY.

7-4.2.7 Unless otherwise approved by AGENCY, CONTRACTOR's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

7-4.2.8 In the event any policy of insurance required by 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. Upon CONTRACTOR's failure to make such reimbursement within 30 days of written demand, AGENCY may deduct that sum from any monies due CONTRACTOR hereunder or otherwise.

7-4.2.9 CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to AGENCY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability and umbrella liability policy (if any) using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to AGENCY upon request.

7-4.2.10 CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof shall be furnished within 72 hours of the expiration of the coverages.

7-4.2.11 Any actual or alleged failure on the part of AGENCY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of AGENCY or any additional insured, in this or any other regard.

7-4.2.12 CONTRACTOR agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. CONTRACTOR agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. CONTRACTOR agrees to require that no contract used by any subcontractor, or contracts CONTRACTOR enters into on behalf of AGENCY, will reserve the right to charge back to AGENCY the cost of insurance required by this Agreement. CONTRACTOR agrees that upon request, all agreements with subcontractors or others with whom CONTRACTOR contracts on behalf of AGENCY will be submitted to AGENCY for review. Failure of AGENCY to request copies of such agreement will not impose any liability on AGENCY, its officers, agents, or employees.

7-4.2.13 If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operations are insureds.

7-4.2.14 CONTRACTOR agrees to provide immediate notice to AGENCY of any claim or loss against CONTRACTOR that includes AGENCY as a defendant. AGENCY assumes no

obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims.

7-5 PERMITS. Prior to the start of any work, the CONTRACTOR shall apply for and receive any applicable City, County, State, and Federal permits.

The CONTRACTOR shall pay all business taxes or license fees that are required for the work.

All costs associated with these permits are responsibility of CONTRACTOR. If applicable, CONTRACTOR is required to obtain a no fee City Encroachment permit for this project and comply with all permit conditions.

7-6 THE CONTRACTOR'S REPRESENTATIVE. Before starting work, the CONTRACTOR shall designate in writing a representative who shall have complete authority to act for it. An alternative representative may be designated as well. The representative or alternate shall be present at the Work site whenever work is in progress or whenever actions of the elements necessitate its presence to take measures necessary to protect the Work, persons, or property. Any order or communication given to this representative shall be deemed delivered to the CONTRACTOR. A joint venture shall designate only one representative and alternate. In the absence of the CONTRACTOR or its representative, instructions or directions may be given by the Engineer to the superintendent or person in charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the CONTRACTOR or its representative.

In order to communicate with the AGENCY, the CONTRACTOR's representative, superintendent, or person in charge of specific work shall be able to speak, read, and write the English language.

7-7 COOPERATION AND COLLATERAL WORK. The CONTRACTOR shall be responsible for ascertaining the nature and extent of any simultaneous, collateral, and essential work by others. The AGENCY, its workers and CONTRACTORS and others, shall have the right to operate within or adjacent to the Work site during the performance of such work.

The AGENCY, the CONTRACTOR, and each of such workers, CONTRACTORS and others, shall coordinate their operations and cooperate to minimize interference.

The CONTRACTOR shall include in its Bid all costs involved as a result of coordinating its work with others. The CONTRACTOR will not be entitled to additional compensation from the AGENCY for damages resulting from such simultaneous, collateral, and essential work. If necessary to avoid or minimize such damage or delay, the CONTRACTOR shall redeploy its work force to other parts of the Work.

Should the CONTRACTOR be delayed by the AGENCY, and such delay could not have been reasonably foreseen or prevented by the CONTRACTOR, the Engineer will determine the extent of the delay, the effect on this project, and any extension of time.

CONTRACTOR shall coordinate his/her work so as to minimize disruption to ongoing or scheduled private development projects in the project area.

7-8 PROJECT SITE MAINTENANCE.

7-8.1 Cleanup and Dust Control. Throughout all phases of construction, including suspension of work, and until the final acceptance, the CONTRACTOR shall keep the site clean and free from

rubbish and debris. The CONTRACTOR shall also abate dust nuisance by cleaning, sweeping and sprinkling with water, or other means as necessary. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods.

When required by the Plans or Specifications, the CONTRACTOR shall furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day for the purpose of keeping paved areas acceptably clean wherever construction, including restoration, is incomplete.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR's Bid.

Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately and the area cleaned.

Excess excavated material from catch basins or similar structures shall be removed from the site immediately. Sufficient material may remain for use as backfill if permitted by the Specifications. Forms and form lumber shall be removed from the site as soon as practicable after stripping.

Failure of the CONTRACTOR to comply with the Engineer's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

7-8.1.2 Work Area Appearance

The CONTRACTOR shall maintain a neat appearance to the Work at all times.

All unsuitable construction materials and rubbish and debris shall be regularly removed from the job site, be transported to a suitable location, and be disposed of in a proper and legal manner. Materials which are to be disposed of shall not be stored at the project sites but shall be removed before the end of the each working day.

In any area visible to the public, the following shall apply:

1. Broken concrete and debris developed during clearing and grubbing shall be disposed of weekly.
2. The CONTRACTOR shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily.
3. Forms or false work that are to be re-used shall be neatly stacked concurrent with their removal.
4. Forms and false work that are not to be re-used shall be disposed of with their removal.
5. Wash down from concrete trucks shall be at one location. Concrete from wash down procedures shall be removed from the site weekly.

7-8.2 Air Pollution Control. The CONTRACTOR shall not discharge smoke, dust, or any other air contaminants into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.

7-8.3 Vermin Control. At the time of acceptance, structures entirely constructed under the Contract shall be free of rodents, insects, vermin, and pests. Necessary extermination work shall be arranged and paid for by the CONTRACTOR as part of the Work within the Contract time, and shall be performed by a licensed exterminator in accordance with requirements of governing authorities. The CONTRACTOR shall be liable for injury to persons or property and responsible for the elimination of offensive odors resulting from extermination operations.

7-8.4 Sanitation. The CONTRACTOR shall provide and maintain enclosed toilets for the use of employees engaged in the Work. These accommodations shall be maintained in a neat and sanitary condition. They shall also comply with all applicable laws, ordinances, and regulations pertaining to public health and sanitation of dwellings and camps.

Wastewater shall not be interrupted. Should the CONTRACTOR disrupt existing sewer facilities, sewage shall be conveyed in closed conduits and disposed of in a sanitary sewer system. Sewage shall not be permitted to flow in trenches or be covered by backfill.

7-8.5 Temporary

Light, Power, and Water. The CONTRACTOR shall furnish, install, maintain, and remove all temporary light, power, and water at its own expense. These include piping, wiring, lamps, and other equipment necessary for the Work. The CONTRACTOR shall not draw water from any fire hydrant (except to extinguish a fire), without obtaining permission from the water agency concerned.

7-8.6 Water Pollution Control. The CONTRACTOR shall exercise every reasonable precaution to protect channels, storm drains, and bodies of water from pollution. It shall conduct and schedule operations so as to minimize or avoid muddying and silting of said channels, drains, and waters. Water pollution control work shall consist of constructing those facilities which may be required to provide prevention, control, and abatement of water pollution.

7-8.6.1 General. This item shall consist of preparation, implementation and compliance with a storm water pollution prevention plan (SWPPP) for the project, if applicable.

7-8.6.2 Storm Water Pollution Prevention Plan (SWPPP) Preparation. CONTRACTOR shall submit to the engineer a completed and signed SWPPP at the preconstruction conference. The plan may utilize the practices recommended in the latest edition of the *California Storm Water Best Management Practices Handbook*, available from California Stormwater Quality Association (CSQA), and online at <http://www.cabmphandbooks.net/> . The plan shall be consistent with the construction General Permit, issued by the State Water Resources, Control City Council, through submittal of the Notice of Intent (NOI).

If construction will occur between October 15 and April 15 (considered as the rainy season per City Ordinance), a wet weather erosion control plan must be submitted. Additionally, Best Management Practices (BMPs) implemented during the AGENCY's rainy season shall include but not be limited to those appropriate for wet weather conditions.

7-8.6.3 Storm Water Pollution Prevention Measures. All storm water pollution prevention measures shall be in accordance with the submitted SWPPP. In the event circumstances during the course of construction require changes to the original SWPPP, a revised plan shall be promptly submitted to the AGENCY's representative in each instance. No responsibility shall accrue to the AGENCY as a result of the plan or as a result of knowledge of the plan. All work installed by the CONTRACTOR in connection with the SWPPP but not specified to become a

permanent part of the project shall be removed and the site restored in so far as practical to its original condition prior to completion of construction or when directed by the AGENCY's representative.

7-8.6.4 Storm Water Pollution Prevention – Measurement And Payment. Unless otherwise indicated in the Special Provisions, measurement and payment for Storm Water Pollution Prevention Measures, as described herein, shall be included in the items of Work requiring storm water pollution prevention measures as indicated in the project Special Provisions. Such payment shall be considered full compensation for all labor, materials, tools, and equipment for completion, and implementation and compliance with the SWPPP.

7-8.7 Drainage Control. The CONTRACTOR shall maintain drainage within and through the work areas. Earth dams will not be permitted in paved areas. Temporary dams of sandbags, asphaltic concrete, or other acceptable material will be permitted when necessary. Such dams shall be removed from the site as soon as their use is no longer necessary.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. The CONTRACTOR shall be responsible for the protection of public and private property adjacent to the Work and shall exercise due caution to avoid damage to such property.

The CONTRACTOR shall relocate, repair, replace or reestablish all existing improvements within the project limits (e.g., curbs, sidewalks, catch basins, catch basin screens, driveways, fences, walls, sprinkler systems, signs, utility installations, traffic loops, pavements, structures, survey monuments, landscaping, etc.) that are damaged or removed as a result of the CONTRACTOR's operations or as required by the plans and specifications.

All existing improvements, either within the right-of-way or not, including irrigation lines that are damaged by actions of the CONTRACTOR, shall be restored by the CONTRACTOR to their original or better condition at the CONTRACTOR's expense.

The CONTRACTOR shall mark, as approved by the Engineer, all survey monuments, manholes, valves, substructures, or other items that are visible on the surface and will be covered by his operations. This shall be completed prior to the start of that operation and approved by the Engineer.

Existing traffic striping, pavement markings, centerline reflective markers, and curb markings shall also be considered as existing improvements and the CONTRACTOR shall repaint or replace, at the CONTRACTOR's expense, such striping or markings (except for traffic striping and pavement markings within the limits of the Work) if damaged or if their reflectivity is reduced due to construction operations.

All restoration of existing improvements must occur within the construction completion date, unless directed otherwise by the City Engineer.

Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. If damaged or removed due to CONTRACTOR's operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible. Lawns shall be reseeded and covered with suitable mulch.

The CONTRACTOR shall give reasonable notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers, and other improvements, within the right-of-way which are designated for removal and would be destroyed because of the Work.

All costs to the CONTRACTOR for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be the responsibility of the CONTRACTOR.

7-10 PUBLIC CONVENIENCE AND SAFETY. One week prior to pre-construction meeting, the CONTRACTOR shall submit his/her complete construction schedule to the Engineer for approval. The CONTRACTOR shall submit requests for changes in the schedule to the Engineer for approval at least forty-eight (48) hours prior to the scheduled Work.

7-10.1 Traffic and Access. The CONTRACTOR's operations shall cause no unnecessary inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the Work, or an approved detour shall be provided.

Safe and adequate pedestrian and vehicular access shall be provided and maintained to: fire hydrants; commercial and industrial establishments; churches, schools and parking lots; service stations and motels; hospitals; police and fire stations; and establishments of similar nature. Access to these facilities shall be continuous and unobstructed unless otherwise approved by the Engineer.

Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work at intervals not exceeding 90 m (300 feet), shall be maintained unless otherwise approved by the Engineer.

Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to the extent that safe access may be provided, and the street is opened to local traffic, the CONTRACTOR shall immediately clear the street and driveways and provide and maintain access.

The CONTRACTOR shall cooperate with the various parties involved in the delivery of mail and the collection and removal of trash and garbage to maintain existing schedules for these services.

Grading operations, roadway excavation and fill construction shall be conducted by the CONTRACTOR in a manner to provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

Unless otherwise authorized, work shall be performed in only one-half of the roadway at one time. One half shall be kept open and unobstructed until the opposite side is ready for use. If one-half a street only is being improved, the other half shall be conditioned and maintained as a detour.

The CONTRACTOR will be required to maintain at least one lane of traffic in each direction through the project area at all times in a manner satisfactory to the Engineer in the form of an engineered traffic control plan. The engineered traffic control plans must be signed by a California registered civil and/or traffic engineer. The plan is a required submittal for review one week prior to the pre-construction meeting.

If traffic control on the project shall be implemented by a sub-contractor, such subcontractor must specialize in Traffic Control and be approved by the City Engineer.

The CONTRACTOR shall include in its Bid all costs for the above requirements.

7-10.1.1 General. One week prior to pre-construction meeting, the CONTRACTOR shall submit his/her complete construction schedule to the Engineer for approval. The CONTRACTOR shall submit requests for changes in the schedule to the Engineer for approval at least forty eight (48) hours prior to the scheduled Work.

7-10.1.2 Parking Restrictions and Posting for Tow Away. No Parking signs, posted by the Contractor, shall be of heavy card stock and not less than 1.75 square feet of surface area on the face. Background color shall be white and letters shall be printed in red water resistant ink except day, date, and time of restriction may be printed in black water resistant ink. The signs shall be printed with the words "Tow Away" and "No Parking" with a character height of not less than 2.75 inches and a stroke width of not less than 0.5 inches. The day, dated, and time of the particular restriction shall be printed or attached below the above mentioned wording in characters of not less than 2.0 inches in height and 0.4 inches in stroke width. The day of the week shall be written out or properly abbreviated with three to four letters; date or dates or restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign.

Signs shall be mounted such that the wording "No Parking" are at an elevation at least three feet above the adjacent flowline. Signs may be tied with string to trees and power poles, taped to existing sign poles, or mounted to stakes or barricades as provided by the Contractor. The signs shall be placed as needed to control the parking of cars within the construction zone; signs shall be placed at intervals of 75 feet or less along each side of the roadway.

Signs shall be posted and maintained by the Contractor for a period of 72 hours prior to the restrictions becoming effective. The Contractor may only post parking restrictions that are effective for the duration of the Work. Upon completion of the Work, the Contractor shall promptly and completely remove and dispose all signs, stakes, and barricades. The Contractor shall promptly reset or replace all damaged or defective signs.

The Contractor shall be fully responsible for the adequate removal of all parked cars. The Contractor shall coordinate the removal of all vehicles with the City of Lakeport Police Department. The Contractor shall notify the City of Lakeport Police Department upon posting of the parking restrictions for a particular street. For removal of parked vehicles, the Contractor shall notify the City of Lakeport Police Department not less than two hours prior to the needed removal, stating the address nearest the parked vehicle, make, model, color and license number. The City shall not be responsible for any delay or additional costs associated with the removal of parked cars that obstruct the construction operation.

If a vehicle owner successfully contests a towing citation in court, and their citation is dismissed for causes related to the Contractor's failure to perform the requirements of this section, the Contractor shall reimburse the City for the cost of any claims associated with the towing citation.

DEVIATIONS FROM THE REQUIREMENTS OF THIS SUBSECTION WILL BE PERMITTED ONLY ON PRIOR CONSENT OF THE ENGINEER. FAILURE OF THE CONTRACTOR TO ADHERE TO THE REQUIREMENTS OF THIS SUBSECTION, OR FAILURE OF THE CONTRACTOR TO COMPLETE HIS DAILY SCHEDULE ONCE "TEMPORARY NO PARKING" SIGNS HAVE BEEN POSTED, WILL RESULT IN DAMAGES BEING SUSTAINED BY THE CITY. SUCH DAMAGES ARE, AND WILL CONTINUE TO BE, IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE.

FOR EACH OCCURRENCE OF A VIOLATION, AS PROVIDED HEREIN, THE CONTRACTOR SHALL PAY TO THE AGENCY, OR HAVE WITHHELD FROM MONIES DUE TO IT, THE SUM OF \$1,000.00.

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT \$1,000.00 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGE CAUSED, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR.

7-10.1.3 Notification to the Public Agencies. The CONTRACTOR shall notify the following Agencies 48 hours prior to working in the City of Lakeport unless otherwise noted:

Lakeport Unified School District
Lakeport Fire Department
Lakeport Police Department

7-10.2 Storage of Equipment and Materials in Public Streets. Construction materials shall not be stored in streets, roads, or highways for more than 5 days after unloading. All materials or equipment not installed or used in construction within 5 days after unloading shall be stored elsewhere by the CONTRACTOR at its expense unless authorized additional storage time.

Construction equipment shall not be stored at the Work site before its actual use on the Work nor for more than 5 days after it is no longer needed. Time necessary for repair or assembly of equipment may be authorized by the Engineer.

Excavated material, except that which is to be used as backfill in the adjacent trench, shall not be stored in public streets unless otherwise permitted. After placing backfill, all excess material shall be removed immediately from the site.

7-10.3 Street Closures, Detours, Barricades. The CONTRACTOR shall comply with all applicable State, County and City requirements for closure of streets. The CONTRACTOR shall provide barriers, guards, lights, signs, temporary bridges, flagpersons, and watchpersons. The CONTRACTOR shall be responsible for compliance with additional public safety requirements which may arise. The CONTRACTOR shall furnish and install signs and warning devices and promptly remove them upon completion of the Work.

At least 48 hours in advance of closing, partially closing or reopening, any street, alley, or other public thoroughfare, the CONTRACTOR shall notify the Police, Fire, and Public Works Departments and comply with their requirements. Deviations must first be approved in writing by the Engineer.

The CONTRACTOR shall secure approval, in advance, from authorities concerned for the use of any bridges proposed by it for public use. Temporary bridges shall be clearly posted as to load limit, with signs and posting conforming to current requirements covering "signs" as set forth in the Traffic Manual published by the California Department of Transportation. This manual shall also apply to the street closures, barricades, detours, lights, and other safety devices required.

All traffic control barricades, signs and devices used by the CONTRACTOR shall, as a minimum, conform to the latest edition of the "California Manual on Uniform Traffic Controls Devices"

("MUTCD"). Channelization devices shall be spaced no greater than fifty (50) feet apart. The CONTRACTOR shall take additional precautions as he/she may find necessary under the circumstances.

Should the CONTRACTOR fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the AGENCY will at its option place needed devices or engage a private firm to place and maintain said barricades, which will be charged to the CONTRACTOR directly.

Full street closures will not be allowed without City Council approval.

All costs involved shall be included in the Bid.

7-10.4 Safety.

7-10.4.1. Safety Orders. The CONTRACTOR shall have at the Work site, copies of suitable extracts of: Construction Safety Orders, Tunnel Safety Orders and General Industry Safety Orders issues by the State Division of Industrial Safety. The CONTRACTOR shall comply with provisions of these and all other applicable laws, ordinances, and regulations.

Before excavating any trench 1.5 m (5 feet) or more in depth, the CONTRACTOR shall submit a detailed plan to the AGENCY showing the design of shoring, bracing, sloping, or other provisions to be made for the workers' protection from the hazard of caving ground during the excavation of such trench. If the plan varies from the shoring system standards, the plan shall be prepared by a registered Civil Engineer. No excavation shall start until the Engineer has accepted the plan and the CONTRACTOR has obtained a permit from the State Division of Industrial Safety. A copy of the permit shall be submitted to the Engineer.

Payment for performing all work necessary to provide safety measures shall be included in the prices bid for other items of work except where separate bid items for excavation safety are provided, or required by law.

7-10.4.2 Use of Explosives. Explosive may be used only when authorized in writing by the Engineer, or as otherwise stated in the Specifications. Explosives shall be handled, used, and stored in accordance with all applicable regulations.

The Engineer's approval of the use of explosives shall not relieve the CONTRACTOR from liability for claims caused by blasting operations.

7-10.4.3 Special Hazardous Substances and Processes. Materials that contain hazardous substances or mixtures may be required on the Work. A Material Safety Data Sheet as described in Section 5194 of the California Code of Regulations shall be requested by the CONTRACTOR from the manufacturer of any hazardous products used.

Material usage shall be accomplished with strict adherence to California Division of Industrial Safety requirements and all manufacturer warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.

The CONTRACTOR shall notify the Engineer if a specified product cannot be used under safe conditions.

7-10.4.4 Confined Spaces.

(a) Confined Space Entry Program. The CONTRACTOR shall be responsible for implementing, administering and maintaining a confined space entry program (CSEP) in accordance with Sections 5156, 5157 and 5158, Title 8, CCR.

Prior to starting the Work, the CONTRACTOR shall prepare and submit its comprehensive CSEP to the Engineer. The CSEP shall address all potential physical and environmental hazards and contain procedures for safe entry into confined spaces, including, but not limited to the following:

1. Training of personnel
2. Purging and cleaning of materials and residue
3. Potential isolation and control of energy and material inflow
4. Controlled access to the space.
5. Atmospheric testing of the space
6. Ventilation of the space
7. Special hazards consideration
8. Personal protective equipment
9. Rescue plan provisions

The CONTRACTOR's submittal shall include the names of its personnel, including subcontractor personnel, assigned to the project who will have CSEP responsibilities, their CSEP training, and their specific assignment and responsibility in carrying out the CSEP.

(b) Permit-Required Confined Spaces. Entry into permit-required confined spaces as defined in Section 5157, Title 8, CCR may be required as a part of the Work. All manholes, tanks, vaults, pipelines, excavations, or other enclosed or partially enclosed spaces shall be considered permit-required confined spaces until the pre-entry procedures demonstrate otherwise. The CONTRACTOR shall implement a permit space program prior to performing any work in a permit-required confined space. A copy of the permit shall be available at all times for review by CONTRACTOR and AGENCY personnel at the Work site.

(c) Payment. Payment for implementing, administering, and providing all equipment and personnel to perform the CSEP shall be included in the bid items for which the CSEP is required.

7-11 PATENT FEES OR ROYALTIES. The CONTRACTOR shall absorb in its Bid the patent fees or royalties on any patented article or process furnished or used in the Work. The CONTRACTOR shall indemnify and hold the AGENCY harmless from any legal action that may be brought for infringement of patents.

7-12 ADVERTISING. The names, addresses and specialties of CONTRACTORS, Subcontractors, architects, or engineers may be displayed on removable signs. The size and location shall be subject to the Engineer's approval.

Commercial advertising matter shall not be attached to or painted on the surfaces of buildings, fences, canopies, or barricades.

7-13 LAWS TO BE OBSERVED. The CONTRACTOR shall keep fully informed of State and National laws and County and Municipal ordinances and regulations which in any manner affect those employed in the Work or the materials used in the Work or in any way affect the conduct of the Work. The CONTRACTOR shall at all times observe and comply with such laws, ordinances, and regulations.

7-14 ANTITRUST CLAIMS. Section 7103.5 of the Public Contract Code provides:

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

7-15 DAILY REPORT. The CONTRACTOR shall complete a Daily Report indicating manpower, work performed, major equipment used and on standby (itemized separately), subcontractors, and similar items involved in the performance of the Work. The Daily Report shall be completed on forms prepared by the CONTRACTOR and acceptable to the Engineer, and shall be submitted to the City Inspector weekly.

The CONTRACTOR shall submit as requested Certified Payroll Statements for each employee involved with the Work including subcontractors. Submission of certified payroll does not relieve the CONTRACTOR of his responsibility to pay prevailing wage.

SECTION 8 – FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL. All facilities provided for AGENCY personal shall be at suitable locations approved by the Engineer. Such facilities must in a room, building, or trailer provided for this purposes with an acceptable means for locking.

A Class “A” Field Office in accordance with 8-2.1 shall be provided at any offsite plan facility furnishing pipe subject to AGENCY inspection during manufacture. A Field Laboratory in accordance with 8-3.1 shall be provided at any offsite or project site plant facility furnishing portland cement concrete or asphalt paving material. Any other facilities for AGENCY personnel shall be provided only when required by the Specifications.

Offices and laboratories at plants may be used concurrently by inspection personnel of other agencies provided such use does not seriously conflict with AGENCY use. When facilities are shared in this manner, at least one locker provided with a hasp for a padlock must be available for the exclusive use of AGENCY inspectors. Otherwise any facilities furnished are for the exclusive use of AGENCY personnel.

All facilities shall conform to the applicable codes, ordinances, and regulations of the local jurisdiction and of the State of California, and shall conform to current practice. The interior shall be paneled or suitably lined to provide a facility of good appearance.

The CONTRACTOR shall provide janitorial and other maintenance services in all types of facilities provided. Such services shall include the supply of the appropriate paper products and dispensers. Trash receptacles shall be provided and emptied by the CONTRACTOR at weekly intervals or sooner as required. The trash shall be removed from the project site.

All costs to furnish, maintain, service, and remove the specified facilities at the project site shall be included in the price bid for such facilities. If no bid item is provided in the proposal, costs shall be included in other items for which bids are entered.

The first progress payment will not be approved until all facilities are in place and fully comply with the Specifications.

8-2 FIELD OFFICE FACILITIES.

8-2.1 Class “A” Field Office. This office shall have a minimum floor space of 16 m² (175 ft²), at least one door, and window area of not less than 2 m² (22 ft²). All doors and windows shall be provided with screens.

Furniture shall be provided as follows: one plan table, one standard 1.5 m (5 feet) long double-pedestal desk with a drawer suitable for holding files, two chairs, one drafting stool, and one plan rack.

Electric power shall be provided to include a minimum of four duplex convenience outlets. The office shall be illuminated at the tables and desk. An outdoor lighting fixture with a 300-watt bulb shall be installed.

Heating and air conditioning of sufficient capacity shall be provided at no expense to the AGENCY. The CONTRACTOR shall provide drinking water within the office and integral sanitary facilities directly adjoining. Sanitary facilities shall include a toilet and wash basin with hot and cold running water.

Extended area, non-coin-operated telephone service shall be provided within the office area. The installation shall include sufficient extension code to serve the plan table and desk.

8-2.2 Class “B” Field Office. This office shall be the same as class “A” except that integrated sanitary facilities and air conditioning are not required. A chemical toilet facility shall be provided adjacent to the office.

8-2.3 Class “C” Field Office. The office shall be of suitable proportions with 11 m² (120 ft²) of floor area. It shall be equipped with one 0.9 by 1.5 m (3 by 5 foot) table, four chairs and one plan rack. It shall be adequately heated, ventilated, and lighted and two duplex convenience outlets shall be provided. Air conditioning, telephones, and sanitary facilities are not required.

8-3 FIELD LABORATORIES.

8-3.1 Offsite at Manufacturing Plant. Field laboratories shall conform to the requirements for a Class “C” Field Office specified in 8-2.3 except for the following:

1. Telephone service per 8-2.1.
2. Chair.
3. Work table, 1.2 by 3.0 m (4 by 10 feet), 0.9 m (3 feet) high.
4. Sieves per 203-6.
5. Scales and weights.
6. Burner plate for heating samples.
7. Thermometer, with 90 to 260° C (200 to 400° F) degree range (Asphalt Plants only).

8. Air meter for all concrete in accordance with ASTM C 231 of the type that indicates percentage of air directly (Precast Concrete Plants only)

All sampling and testing equipment shall be maintained in satisfactory operating condition by CONTRACTOR or plant owner. Laboratories shall be located immediately adjacent to and with full view of batching and loading operations.

8-3.2 At Project Site. Field laboratories shall be in accordance with 8-3.1, except that sieves, scales, weights, burner plates, sampling devices, pans, and thermometers will be furnished by the AGENCY at no expense to the CONTRACTOR. If air entraining agents are being used in the Concrete on the project, an air meter of the type described in 8-3.1 shall be furnished by the CONTRACTOR.

8-4 BATHHOUSE FACILITIES. When the Plans or Specifications require bathhouse facilities, the following shall be provided.

1. One lavatory with hot and cold water.
2. One toilet in a stall.
3. One 1 m (3 feet) trough-type urinal.
4. One enclosed shower at least 1 by 1 m (3 by 3 feet) with hot and cold water.
5. One bench, 2 m (6 feet) long.
6. Soap dispensers.
7. Toilet paper holders.
8. Paper towel cabinet.
9. Wastepaper receptacle.

These facilities shall be serviced and provided with necessary sanitary supplies.

These facilities shall be for the exclusive use of AGENCY personnel. However, a separate building need not be provided for this purpose if such facilities are located in a separate room in a building which includes other facilities.

8-5 REMOVAL OF FACILITIES. Field offices, laboratories, and bathhouse facilities at the project site shall be removed upon completion of the Work. Buildings and equipment furnished by the CONTRACTOR at the project site under the provisions of this section are the property of the CONTRACTOR.

8-6 BASIS OF PAYMENT. All costs incurred in furnishing, maintaining, servicing, and removing field offices, laboratories, or bathhouse facilities required at the project site shall be included in the bid item for furnishing such facilities. If such facilities are required by the Plans or Specifications and no bid item is provided in the proposal, the costs shall be included in other items for which bids are entered. Such costs incurred in connection with offices and laboratories at plants shall be borne by the plant owners.

SECTION 9 – MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

9-1.1 General. Unless otherwise specified, quantities of work shall be determined from measurements or dimensions in horizontal planes. However, linear quantities of pipe, piling, fencing and timber shall be considered as being the true length measured along longitudinal axis.

Unless otherwise provided in Specifications, volumetric quantities shall be the product of the mean area of vertical or horizontal sections and the intervening horizontal or vertical dimension. The planimeter shall be considered an instrument of precision adapted to measurement of all areas.

9-1.2 Methods of Measurement. Materials and items of work which are to be paid for on basis of measurement shall be measured in accordance with methods stipulated in the particular sections involved.

9-1.3 Certified Weights. When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales or, when approved by the Engineer, on a completely automated weighing and recording system. The CONTRACTOR shall furnish the Engineer with duplicate licensed weighmaster's certificates showing actual net weights. The AGENCY will accept the certificates as evidence of weights delivered.

9-1.4 Units of Measurement. Measurements shall be in accordance with 1-4.1 and 1-4.2. a metric ton or "tonne" is equal to 1000 kilograms and the unit of liquid measure is a Liter (in U.S. Standard Measures, a pound is an avoirdupois pound; a ton is 2000 pounds avoirdupois; and the unit of liquid measure is a gallon).

9-2 LUMP SUM WORK. Items for which quantities are indicated "Lump Sum", "L.S.", or "Job", shall be paid for at the price indicated in the Bid. Such payment shall be full compensation for the items of work and all work appurtenant thereto.

When required by the Specifications or requested by the Engineer, the CONTRACTOR shall submit to the Engineer within 15 days after award of Contract, a detailed schedule in triplicate, to be used only as a basis for determining progress payments on a lump sum contract or designated lump sum bid item. This schedule shall equal the lump sum bid and shall be such form and sufficiently detailed as to satisfy the Engineer that it correctly represents a reasonable apportionment of the lump sum.

9-3 PAYMENT

9-3.1 General. The quantities listed in the Bid schedule will not govern final payment. Payment to the CONTRACTOR will be made only for actual quantities of Contract items constructed in accordance with the Plans and Specifications. Upon completion of construction, if the actual quantities show either an increase or decrease from the quantities given the Bid schedule, the Contract Unit Prices will prevail subject to the provisions of 3-2.2.1.

The unit and lump sum prices to be paid shall be full compensation for the items of work and all appurtenant work, including furnishing all materials, labor, equipment, tools, and incidentals.

Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract. This includes rejected materials not unloaded from vehicles, material rejected after it has been placed, and material placed outside of the Plan lines. No compensation will be allowed for disposing of rejected or excess material.

Whenever any portion of the Work is performed by the AGENCY at the CONTRACTOR's request, the cost thereof shall be charged against the CONTRACTOR, and may be deducted from any amount due or becoming due from the AGENCY.

Whenever immediate action is required to prevent injury, death, or property damage, and precautions which are the CONTRACTOR's responsibility have not been taken and are not reasonably expected

to be taken, the AGENCY may, after reasonable attempt to notify the CONTRACTOR, cause such precautions to be taken and shall charge the cost thereof against the CONTRACTOR, or may deduct such costs from any amount due or becoming due from the AGENCY. AGENCY action or inaction under such circumstances shall not be construed as relieving the CONTRACTOR or its Surety from liability.

Payment shall not relieve the CONTRACTOR from its obligations under the Contract; nor shall such payment be construed to be acceptance of any of the Work. Payment shall not be construed as the transfer of ownership of any equipment or materials to the AGENCY. Responsibility of ownership shall remain with the CONTRACTOR who shall be obligated to store any fully or partially completed work or structure for which payment has been made; or replace any materials or equipment required to be provided under the Contract which may be damaged, lost, stolen or otherwise degraded in any way prior to acceptance of the Work, except as provided in 6-10.

Warranty periods shall not be affected by any payment, but shall commence on the date equipment or material is placed into service at the direction of the AGENCY. In the event such items are not placed into service prior to partial or final acceptance of the project, warranty periods will commence on the date of such acceptance.

If, within the time fixed by law, a property executed notice to stop payment is filed with the AGENCY, due to the CONTRACTOR's failure to pay for labor or materials used in the Work, all money due for such labor or materials will be withheld from payment to the CONTRACTOR in accordance with applicable laws.

At the expiration of 35 calendar days from the date of acceptance of the Work by the City Council, or as prescribed by law, the amount deducted from the final estimate and retained by the AGENCY will be paid to the CONTRACTOR except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.

9-3.2 Partial and Final Payment. The Engineer will, after award of Contract, establish a closure date for the purposes of making monthly progress payments. The CONTRACTOR may request in writing that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the AGENCY's payment procedure.

From each progress estimate, 5 percent will be deducted and retained by the AGENCY, and the remainder less the amount of all previous payments will be paid. After 50 percent of the Work has been completed and if progress on the Work is satisfactory, the deduction to be made from remaining progress estimates and from the final estimate may be limited to \$500 or 5 percent of the first half of total Contract amount, whichever is greater.

No progress payment made to the CONTRACTOR or its sureties will constitute a waiver of the liquidated damages under 6-9.

On not later than the fifth day of every month, the Contractor shall present to the Director of Public Works an invoice covering the total quantities under each item of work that have been completed, from the start of the job up to and including the last day of the preceding month, and the value of the work so completed determined in accordance with the schedule of unit prices for such items together with such supporting evidence as may be required by the Director of Public Works. This invoice shall also include an allowance for the cost of such material required in the permanent work as has been delivered to the site but not as yet incorporated in the work.

On not later than the thirtieth of the month, the City shall, after deducting previous payments made, pay to the Contractor ninety (90) percent of the amount of the invoice. No such estimate or payment shall be required to be made, when, in the judgment of the Director of Public Works, the work is not proceeding in accordance with the provisions of the contract, or when in his or her judgment the total value of the work done since the last estimate amounts to less than three hundred dollars (\$300). However, payments will be withheld pending receipt of any outstanding reports required by the Contract Documents. In addition, 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 (5) percent 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.

The CONTRACTOR may substitute securities for any monies withheld by the AGENCY to ensure performance under the Contract as provided in Public Contract Code Sections 10263 and 22300.

When provided for in the Specifications, and subject to the limitation and conditions therein, the cost of materials and equipment delivered but not incorporated into the Work will be included in the progress estimate.

9-3.3 Delivered Materials. Materials and equipment delivered but not incorporated into the Work may be submitted for payment with Engineer's approval.

9-3.4 Mobilization. When a bid item is included in the Proposal form for mobilization and subject to the conditions and limitations in the Specifications, the costs of work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate, prorated by percentage of work completed or lapsed contract time, whichever is less. When no such bid item is provided, payment for such costs will be considered to be included in the other items of work.

SECTION F
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA

SPECIAL PROVISIONS - 700 SERIES
TECHNICAL SPECIFICATIONS

**SPECIAL PROVISIONS-700 SERIES
GSL PAVEMENT REHABILITATION
BID NO. 23-02**

700 RESPONSIBILITIES OF THE CONTRACTOR

700-1 STAFFING AND RESOURCES

The Contractor commits to providing the manpower and equipment necessary to accomplish the work in the designated contract schedule and time frame. If the Contractor falls behind in the work schedule accomplishment, additional resources shall be provided to return the work to schedule.

700-2 PROJECT SCHEDULE

Contractor shall provide a work schedule to the ENGINEER, in accordance with Section 6-1.2, demonstrating how they will accomplish the work within the allotted working days.

700-3 EMERGENCY INFORMATION

The Contractor shall provide the following information in writing and submit it with the signed contract, contract bonds and certificates of insurance. Failure to comply may result in delays in the processing of the contract documents.

1. Name of authorized representative at the job site.
2. Address and telephone number where the above person can be reached 24 hours a day.
3. Address of the nearest office of the Contractor and the name and telephone number of a person at that office who is familiar with the project.
4. Address and telephone number of the Contractor's main office and the name and telephone number of the person at that office familiar with the project.

700-3A SUBMITTALS

The Contractor shall provide the following submittals prior to the preconstruction meeting.

Traffic Control Plan
Emergency Contact List
Project Superintendent
Project Manager
Applicable Storm Water Protection Plan
Subcontractor Request List
Contractor's Equipment List
Submittals included in Technical Sections

700-4 ORDER OF WORK

The following order of work shall be followed unless otherwise agreed upon in writing with the City:

1. Preparation Work including Traffic Control Signage, etc
2. Concrete work
3. Surveying/Grade Control
4. Protect Utilities
5. Cold Planing
6. FDR-Cement
7. Paving
8. Pavement Markings
9. As-constructed grade submittals
10. FDR and HMA Test Data Submittal
11. Cleanup and Punchlist

700-5 BID ITEM DESCRIPTIONS

700-5.1 BID ITEM 1 – MOBILIZATION

A. Scope of Work

1. Costs associated to mobilize crew and equipment
2. Set up storage yard, fencing, security, etc.
3. Provide construction water
4. Other initial costs not covered by other items of work.

B. Payment

1. Lump Sum
2. If lump sum bid item is less than 5% of the total bid:
 - a. 75% paid on first progress payment
 - b. 25% on second pay estimate
3. If lump sum bid item is more than 5% of total bid:
 - a. 3.75% of bid paid on first pay estimate
 - b. 1.25% on second pay estimate
 - c. Remainder paid as percentage of work completed.

700-5.2 BID ITEM 2 – TRAFFIC CONTROL

A. Scope of Work

1. Preparation of Traffic Control Plan
2. Provide signage, barricades, flagmen, etc.
3. Install, maintain, and remove as required.

B. Payment

1. Lump Sum
2. Prorated by percentage of work completed or elapsed contract time, whichever is less.

700-5.3 BID ITEM 3 – WATER POLLUTION CONTROL PROGRAM (WPCP)

A. Scope of Work

1. Prepare WPCP by QSD
2. Implement by QSP
3. Provide monitoring reports on a weekly basis
4. Removal of BMP's at catch basins shall be under City supervision

B. Payment

1. Lump Sum
2. 50% on Implementation
3. Remainder based percentage of completion by contract time.

700-5.4 BID ITEM 4 – 4” R&R SIDEWALK

A. Scope of Work

1. Includes protection of existing facilities to remain in place, underground utilities and adjacent buildings.
2. Includes excavation and disposal of existing sidewalk or pavement where applicable.
3. Sawcut full depth at conforms.
4. Comply with City of Lakeport Standard Plans 205 and 209
5. Includes placement of expansion joint, sawcut control joints and caulking as indicated on the plans.
6. Includes all ramping and sloping of sidewalk at curb ramps.
7. Excludes curb and gutter fronting streets.
8. Excludes providing or installing truncated domes.
9. Includes adjustment of utility boxes to grade, except for PG&E.
10. Includes excavation necessary to provide a minimum of 4 inches of aggregate base under the sidewalk.
11. Area includes all sidewalk areas including ADA ramps, etc.
12. Excludes 6 inch curb face of either curb or curb and gutter.
13. Includes areas of miscellaneous boxes such as water meter, PRV boxes, monument plaques, etc.
14. Comply with all ADA requirements and latest Caltrans Standard Details for ADA ramps.
15. Finish grading behind completed sidewalks.

B. Payment

1. Paid by square foot unit price, based on measured dimensions.
2. Includes all necessary incidental work to complete in place.

700-5.5 BID ITEM 5 – R&R CURB & GUTTER

A. Scope of Work

1. Includes protection of existing facilities to remain in place, underground utilities and adjacent buildings.
2. Includes excavation and disposal of existing sidewalk or pavement where applicable.
3. Sawcut full depth at conforms.
4. Comply with City of Lakeport Standard Plans 205 and 209
5. Includes placement of expansion joint, sawcut control joints and caulking as indicated on the plans.
6. Preparing subgrade and aggregate base.
7. Forming, placement and finishing of concrete curb and gutter
8. Sand slurry backfill under paving where applicable.

B. Payment

1. Paid by the lineal foot unit price measured at curb face.
2. Includes all incidentals necessary to complete in place.

700-5.6 BID ITEM 6 – TRUNCATED DOMES

- A. Scope of Work
 - 1. Providing and installing truncated domes
- B. Payment
 - 1. Paid by the square foot unit price, measured in place.
 - 2. Includes all incidentals necessary to complete in place.

700-5.7 BID ITEM 7– CURB BEHIND SIDEWALK

- A. Scope of Work
 - 1. Preparing subgrade and aggregate base beneath curb.
 - 2. Forming, placement and finishing of concrete
 - 3. Backfill behind curb with top soil
- B. Payment
 - 1. Paid by the lineal foot unit price measured at curb face.
 - 2. Includes all incidentals necessary to complete in place.

700-5.8 BID ITEM 8– INSTALL ROOT BARRIER

- A. Scope of Work
 - 1. Construct trench at curb as required
 - 2. Install root barrier and backfill
- B. Payment
 - 1. Paid for by unit price along edge of concrete curb and/or gutter lip.
 - 2. Paid on completion of work.

700-5.9 BID ITEM 9 – REMOVE SIDEWALK, BACKFILL WITH TOPSOIL

- A. Scope of Work
 - 1. Includes protection of existing facilities to remain in place, underground utilities, and adjacent buildings.
 - 2. Includes excavation and disposal of existing sidewalk or pavement where applicable.
 - 3. Backfill area with topsoil.
- B. Payment
 - 1. Paid by square foot unit price, based on measured dimensions.
 - 2. Includes all necessary incidental work to complete in place.

700-5.10 BID ITEM 10 – ½” HMA – PG 64-16

- A. Scope of Work
 - 1. Placement of HMA per plans and specifications
 - 2. Includes tonnage for miscellaneous paving areas and HMA dike.
- B. Payment
 - 1. Paid at the unit cost per ton installed.
 - 2. Paid on delivery tickets turned over at end of shift
 - 3. Deduction if non-compliant in place density

700-5.11 BID ITEMS 11, 12 & 13 – COLD PLANING

- A. Scope of Work
 - 1. Cold plane existing pavement to limits and elevations established by Engineer or City Representative.
 - 2. Includes grade setting and verification.

3. Trucking, sweeping and related activities
 4. The 4-foot digout shall be performed with a 4 foot width grinder. If the contractor desires to use a wider grinder, no additional compensation for either the cold planning or HMA to backfill will be paid.
- B. Payment
1. Square foot measured in field by Engineer
 2. Paid as indicated in various bid items
- 700-5.12 BID ITEM 14 –FULL DEPTH RECLAMATION-CEMENT (10”)
- A. Scope of Work
1. Pulverize existing asphalt after cold planning.
 2. Includes grade setting and verification.
 3. Rough grade to new elevations and conforms
 4. Mix with cement as required
 5. Grade and compact to final elevations
 6. Place fog seal protection and maintain until paved.
- B. Payment
1. Paid for by unit price per square foot.
 2. Paid on completion of work.
- 700-5.13 BID ITEM 15 – MISC. PAVING
- A. Scope of Work
1. Placement of HMA in areas not accessible to paver, primarily at driveways.
- B. Payment
1. Paid at the unit price per square foot.
 2. Includes all incidentals necessary to complete in place.
- 700-5.14 BID ITEM 16 – HMA DIKE (TYPE E)
- A. Scope of Work
1. Placement and finishing of asphalt dike.
 2. Backfill behind dike with approved material as needed.
- B. Payment
1. Paid by the lineal foot unit price measured at the face of the dike, as measured in place.
 2. Includes all incidentals necessary to complete in place.
- 700-5.15 BID ITEM 17 – LOWER & ADJUST MANHOLES
- A. Scope of Work
1. Reference and tie off with removal markings the center of each valve cover.
 2. Protect interior flow lines from debris intrusion by covering bottom of manhole with plywood covers.
 3. Jackhammer and remove existing frame and riser if necessary, to a depth at least 3 inches below cold milling or FDR-C depth.
 4. Place steel cover over riser rings and backfill with cold mix HMA
 5. After paving, using reference ties, locate center of each manhole lid to be adjusted.

6. Jackhammer and remove new asphalt surfacing without disturbing or raising pavement to be left in place. Final cut shall be circular and to the dimension indicated on the applicable Standard Details.
7. Expose steel plate and risers
8. Install risers as necessary and frame and grate. Maximum gap between bottom of frame and riser shall be 3 inches. Install manhole and lid to be flush to 1/8 inch higher than surrounding pavement.
9. Install concrete collar, finish with smooth trowel finish and protect from damage from traffic or other sources.
10. Grout gap between rise and frame using commercial non-shrink grout. Finish smooth to interior of manhole
11. Work shall be accomplished the same day.
12. Clean manhole from any debris intrusion, fully exposing plywood. Clean pipe invert and pipes if any debris intrusion occurs to satisfaction of City.
13. Remove temporary markings from curbs, etc.

B. Payment

1. Paid per each location.
2. Includes all incidentals necessary to complete in place.
3. If manhole is to be left in place because the grade is to be matched, full payment shall be for each location for hand work relating to cold milling and protecting in place.

700-5.16 BID ITEM 18 – LOWER & ADJUST WATER VALVES

A. Scope of Work

1. Using reference ties, locate center of each valve box to be adjusted.
2. Remove existing box and cover. Riser may need to be lowered in FDR-C area. Protect riser from damage and debris.
3. After paving, install new box and cover to grade.
4. Jackhammer and remove new asphalt surfacing without disturbing or raising pavement to be left in place. Final cut shall be circular and to the dimension indicated on the applicable Standard Details.
5. Expose riser.
6. Install valve box and cover to be flush to 1/8 inch higher than surrounding pavement.
7. Install concrete collar, finish with smooth trowel finish and protect from damage from traffic or other sources.
8. Clean valve stem can from any debris intrusion, fully exposing valve nut.
9. Remove temporary markings from curbs, etc.

B. Payment

1. Paid per each location.
2. Includes all incidentals necessary to complete in place.
3. If water valve is to be left in place because the grade is to be matched, full payment shall be for each location for hand work relating to cold milling and protecting in place.

700-5.17 BID ITEM 19 – SURVEY MONUMENT PRESERVATION

- A. Scope of Work
 - 1. Reference location to curbs
 - 2. Provide temporary transitions during work when open to traffic.
 - 3. Provide labor and appropriate equipment to install FDR and paving around facilities.
- B. Payment
 - 1. Paid per each location.
 - 2. Includes all incidentals necessary to complete in place.

700-5.18 BID ITEM 20 – 12” WHITE THERMOPLASTIC

- A. Scope of Work
 - 1. Install thermoplastic traffic stripe (12”) as shown on plans.
 - 2. Includes any removal of existing stripe where necessary.
 - 3. Does not include any pavement markings, only stripe.
- B. Payment
 - 1. Paid for by unit price per lineal foot, measured in place.
 - 2. Measurement does not include gaps in striping.
 - 3. Includes all incidentals necessary to complete in place.

700-5.19 BID ITEM 21 – THERMOPLASTIC STOP LEGEND

- A. Scope of Work
 - 1. Install thermoplastic STOP legend as shown on plans.
 - 2. Includes any removal of existing markings where necessary.
- B. Payment
 - 1. Paid by each legend placed.
 - 2. Includes all incidentals necessary to complete in place.

700-5.20 BID ITEM 22 – BLUE REFLECTIVE MARKERS

- A. Scope of Work
 - 1. Install adjacent to Fire Hydrants as indicated on drawings.
 - 2. Install per special provisions and Caltrans Std. Specifications
- B. Payment
 - 1. Paid by each marker installed.
 - 2. Includes all incidentals necessary to complete in place.

701 TRAFFIC CONTROL

The Contractor shall be responsible for all aspects of traffic control. The Contractor shall supply, place, and maintain all necessary traffic control devices during construction in accordance with the applicable requirements of the City of Lakeport, the California Manual of Uniform Traffic Control Devices, and the traffic control plans approved by the City.

Attention is directed to Sections 7-10, “Public Convenience”, and 7-10.4, “Safety” of the Standard Specifications and to these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibility as provided in said Section 7-10.4, “Public Safety”.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders.

The contractor may close the streets to all traffic for cold planning, FDR-C operations and paving between the hours of 7 AM to 5 PM weekdays. Only street segments which have active work may be closed. When active operations are completed, the street shall be opened. Green and Loch shall not be closed at the same time. At all other times and days, two 10-foot wide lanes shall be provided. Temporary ramps and transitions shall be provided to driveways and adjacent streets prior to opening to traffic each evening.

Provide door hanger type notices 5 to 7 days in advance to each street resident. Contractor will contact and discuss scheduling with residences daily during the course of the closures. Cooperate with adjacent landowners to permit and maintain access. The U.S.P.S. shall be provided access to existing mail facilities. Coordinate with refuse disposal to allow normal pickup.

All streets shall be open for use by public traffic on Saturdays, Sundays, and designated legal holidays, after 5:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress.

Designated legal holidays which may affect this project are:

New Years, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, and Christmas.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

Full compensation for maintaining traffic in accordance with the plans, these Special Provisions and as directed by the engineer including all labor, materials, tools, equipment, and incidentals shall be included in the lump sum price for "Traffic Control" and no additional compensation will be allowed therefor.

701.1 TRAFFIC CONTROL SYSTEM:

The Contractor shall submit a traffic control plan which conforms to the latest edition of the California MUTCD. The traffic control plan shall indicate all the placement location of all signs, cones, barricades, light stands, flag persons and other traffic control devices. Device spacing and distances shall be provided. The Contractor's Traffic Control Plan shall provide for the safe passage of all public traffic including pedestrian traffic, through the project.

The Provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-10.4, "Safety", of the Standard Specifications these Special Provisions.

The Contractor shall install the traffic control signs, delineation, barriers, etc. as indicated on the Traffic Control Plan. Changes in the specified traffic control plan shall be requested at least 5 calendar days prior the expected date of the requested change. Such changes shall be considered by the City Engineer and if deemed to adequately provide at least the same or greater level of protection for the traveling public, pedestrians, bicyclist and workers, the changes shall be allowed. The Contractor shall provide access to all private properties. Additional means of access and sequencing of the Work to facilitate access shall be at the option and expense of the Contractor.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, said components may be stored at selected central locations, approved by the Engineer, within the limits of the right of way.

The contract lump sum price shall be paid under Bid Item 2, "Traffic Control" and shall include, except as otherwise provided, full compensation for engineering and submitting traffic control plan, furnishing all labor, materials (including signs and temporary barricades), tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system, as shown on the Traffic Control Plan submitted by the Contractor, as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer and no separate payment will be made therefor.

701-2 TEMPORARY PAVEMENT DELINEATION

Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the provisions of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed to reduce the minimum standards specified in the Manual of Traffic Controls published by the Department of Transportation or as relieving the Contractor from his responsibility as provided in Section 7-10, of the Standard Specifications.

701-2.1 GENERAL

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Lane line or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

All work necessary, including any required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surface to receive

temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers and removable traffic type tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

701-2.2 TEMPORARY LANELINE AND CENTERLINE DELINEATION.

Whenever lane lines and centerlines are obliterated the minimum lane line and centerline delineation to be provided shall be temporary reflective raised pavement markers or portable delineators placed at longitudinal intervals of not more than 24 feet, or as directed by the Engineer. The temporary reflective raised pavement markers shall be the same color as the lane line or centerline the markers replace. Temporary reflective raised pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" elsewhere in these special provisions.

Temporary reflective raised pavement markers shall be placed in accordance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

Temporary lane line or centerline delineation consisting entirely of temporary reflective raised pavement markers placed on longitudinal intervals of not more than 24 feet, shall be used on lanes opened to public traffic for a maximum of 14 days. Prior to the end of the 14 days the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, the Contractor shall provide, at his expense, additional temporary pavement delineation. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Full compensation for furnishing, placing, maintaining, and removing the temporary reflective raised pavement markers, used for temporary lane line and centerline delineation and for providing equivalent patterns of permanent traffic lines for such areas when required, shall be considered as included in the contract prices paid for the items of work that obliterated the lane line and centerline pavement delineation, and no separate payment will be made therefor.

701-2.3 TEMPORARY EDGELINE DELINEATION

Whenever edgelines are obliterated the edgeline delineation to be provided for that area adjacent to lanes open to the public traffic shall consist of, at the option of the Contractor, either solid 4-inch wide traffic stripe of the same color as the stripe the temporary edgeline delineation replaces, or shall consist of traffic cones, portable delineators or channelizers placed at longitudinal intervals not to exceed 25 feet.

Four-inch wide traffic stripe placed for temporary edgeline delineation, which will require removal, shall consist of temporary removable construction grade striping and pavement marking tape listed in “Prequalified and Tested Signing and Delineation Materials” elsewhere in these special provisions. Temporary removable construction grade striping and pavement marking tape, when used, shall be applied in accordance with the manufacturer’s recommendations. Where removal of the 4-inch wide traffic stripe will not be required, painted traffic stripe used for temporary edgeline delineation shall conform to “Paint Traffic Stripes and Pavement Markings” of these special provisions, except for payment and the number of coats shall be, at the option of the Contractor, either one or two coats. The quantity of painted traffic stripe used for temporary edgeline delineation will not be included in the quantities of paint traffic stripe to be paid for.

The lateral offset for traffic cones, portable delineators or channelizers used for temporary edgeline delineation shall be as determined by the Engineer. If traffic cones or portable delineators are used as temporary pavement delineation for edgelines, the Contractor shall provide personnel to remain at the job site to maintain the cones or delineators during all work hours. The Contractor shall also maintain all temporary traffic control. Minimum monitoring shall consist of visiting the site once prior to 8 AM and once after 6 PM each day that no work is performed on project.

Channelizers used for temporary edgeline delineation shall be surface mounted type and shall be orange in color. Channelizer bases shall be cemented to the pavement in the same manner provided for cementing pavement markers to pavement in the section of these special provisions entitled “Pavement Marker,” except epoxy adhesive shall not be used to place channelizers on the top layer of pavement. Channelizers shall be, at the Contractor’s option, one of the surface mount types listed in “Prequalified and Tested Signing and Delineation Materials’ provided on the Caltrans website.

Temporary edgeline delineation shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

Full compensation for furnishing, placing, maintaining, and removing temporary edgeline delineation shall be considered as included in the contract prices paid for the items of work that obliterated the edgeline pavement delineation and no separate payment will be made therefor.

702 DEMOLITION, SITE PREPARATION AND GENERAL REQUIREMENTS

702-1 GENERAL

702.1.1 SUMMARY

A. Includes But Not Limited To:

1. Demolish and remove portions of existing site facilities as described in Contract Documents. Salvage as indicated on the plans. Backfill as indicated.
 - a. Street signs and poles (salvage)
 - b. Existing pavement, curb, gutter, and sidewalk
2. Protection of existing facilities

3. Repair, cleaning and restoration

702.1.2 SUBMITTALS

- A. Provide technical submittals as required in each section.
- B. Closeout – provide as constructed elevations for Green Street between Lakeshore and Sayre.

702.1.3 SCHEDULING

- A. Include on Construction Schedule detailed sequence of individual site demolition operations including road closures.
- B. Coordinate with Owner for equipment and materials to be removed or reset by Owner or others, where necessary.

702-1.4 Test Methods

- A. Maximum Laboratory Density – either CT 216 or ASTM D1557.
- B. Nuclear Gauge – ASTM D6938

702-2 PRODUCTS

- A. Controlled Low Strength Material (CLSM) conforming to the following:
 - 1. Contains maximum of 94 lbs. of cement per yard.
 - 2. Compressive strength between 75 and 150 psi at 28 days.
 - 3. Fly ash is permitted.
 - 4. Air entrainment additives for workability
- B. All backfill in pavement areas including for storm drains; sewer lines and laterals; water lines and services; electrical lines, and in front of completed gutters shall be CLSM.
- C. Bedding - Sand bedding shall be used for all utility lines under the sidewalk. A minimum of 3 inches of sand bedding shall be used over the pipe or conduit.
- D. Class 2 Aggregate Base
 - 1. Shall conform to 2010 Caltrans Standard Specifications Section 26
 - 2. Shall have a minimum dry unit weight based on ASTM D 1557 of 135 pcf.
 - 3. Shall be used under all sidewalks, curbs and gutters per plan details.
 - 4. Shall be used in all other areas as specified.

702-3 EXECUTION

702-3.1 EXAMINATION

- A. Examine site to determine extent of work necessary to isolate work to be removed from work to remain. If separation procedure is unclear, request clarification from Owner's Agent at least 2 working days in advance of demolition.

702-3.2 PREPARATION

- A. Notify corporations, companies, individuals, and local authorities owning utilities within the project area.
- B. Disconnect electrical wires and feeds in such a manner that accidental re-energization cannot occur.
- C. Protect and maintain conduits, drains, sewers, pipes, and wires that are to remain.
- D. Contractor shall be responsible for protecting existing facilities.
- E. Protection – protect all buildings and existing features from damage.
- F. Spillage -
 - 1. Avoid spillage by covering and securing loads when hauling on or adjacent to public streets or highways.
 - 2. Remove spillage and sweep, or otherwise clean project, streets, and highways.
- G. Dust Control -
 - 1. Take precautions necessary to prevent dust nuisance, both on-site and adjacent to public and private properties.
 - 2. Correct or repair damage caused by dust.
- H. Existing Plants and Features - Do not damage tops, trunks, and roots of existing trees and shrubs on site which are intended to remain. Do not use heavy equipment within branch spread. Interfering branches may be removed only with permission of Owner's Agent. Do not damage other plants and features which are to remain. Any damaged plants or features shall be replaced at the contractor's expense.
- I. If specified precautions are not taken or corrections and repairs made promptly, Owner may take such steps as may be deemed necessary and deduct costs of such from monies due to Contractor. Such action or lack of action on Owner's part does not relieve Contractor from responsibility for proper protection of the Work.
- J. Contractor shall comply with all local, state, and federal storm water protection regulations.
- K. Obtain Construction Water
 - 1. Obtain Water Use Permit from City of Lakeport
 - 2. Rent hydrant or bridge meter
 - 3. Pay deposits, permits, fees and invoices.
 - 4. Other sources other than City water may be used only as authorized by Engineer.

702-3.3 NOISE CONTROL

- A. Use lowest available noise equipment designed for noise control.
- B. Monitor noise to assure compliance with City of Lakeport Noise ordinance for project.
- C. Minimize backup alarm use.

702-3.4 PERFORMANCE

- A. Execute work in an orderly and careful manner, with due consideration for residences and the public.

- B. Carefully remove, disassemble, or dismantle as required, existing items to be reused in completed work, and store in approved location at storage yard or City Recycling Yard off of Highway 175 as determined by the Engineer.
- C. Concrete and Paving removal
 - Full depth saw cut joints between material to be removed and material to remain. All sawcuts shall be to nearest score mark and perpendicular to travelled way in roadway.
- D. Existing concrete site elements or pavement damaged during demolition or work shall be re-saw cut and replaced in accordance with the plans and specifications at Contractor's expense. Replacement of damaged material shall be performed in accordance with the project plans and these specifications.
- E. Disposal
 - 1. Concrete, Aggregates, Native Soil and Pavement
 - a. Separated materials
 - b. Transport to City site indicated on the plans during the same work period as removed.
 - c. Provide loader to push up materials daily or more often if necessary to maintain clean and orderly stockpile at disposal site.
 - 3. If hazardous materials are encountered refer to the General Conditions.
- F. Backfill
 - 1. Backfill holes made due to removal with CLSM
 - 2. Alternative backfill methods may be used if approved by the Engineer in writing prior to work performance.
- H. Site Maintenance
 - 1. Broom clean all remaining surfaces immediately after demolition and removal of debris. Maintain broom clean condition.
 - 2. Maintain all storm water protection measures.

702-3.5 REPAIR/RESTORATION

- A. Adjust existing covers, boxes, and vaults to grade per plans
- B. Replace broken or damaged covers, boxes, and vaults.
- C. Site Cleaning Immediately Prior To Acceptance
 - 1. All surfaces shall be broom clean and free from any accumulation of debris.
 - 2. Clean tack coat from concrete surfaces. Tack coat within 1 inch of pavement on curbs or gutter is not required to be cleaned.
 - 3. Remove all traffic control devices, excess materials, debris and signage from site.
 - 4. Remove all debris and sediment from the existing storm drain structures.
 - 5. Replace any disturbed landscaping. Backfill planters with clean topsoil and replace surface dressing or mulch in kind.
 - 6. Remove all concrete debris and splatter.

702-4 PAYMENT

- A. Included in various bid items.

703 PROTECT UTILITY FACILITIES

703-1 GENERAL

703-1.1 SUMMARY

- A. Includes But Not Limited To:
 - 1. Protect water valves, manholes and survey monuments from damage
 - 2. Provide three (3) foot of clearance from operating FDR equipment including mixing, grading and compacting equipment.
 - 3. Provide labor and equipment to excavate, grade and install treated soils around facilities

703-2 EXECUTION

- A. Preparation
 - 1. Prior to cold planning, all utilities facilities will be identified and marked from protection.
- B. Excavation
 - 1. Provide appropriate equipment to remove pavement and underlying soils to the depths indicated on the drawings and within 3 feet of the facility.
 - 2. Install and compact treated soils around facilities using small compaction equipment including jumping jacks and vibraplates. Install treated soils in lifts which can be compacted with this equipment to the required density.
 - 3. Provide protection from traffic by installing temporary paving ramps consisting of cold mix asphalt paving with a minimum length on each side of the facility of 10 feet and a minimum width of 5 feet on each side of each facility.
 - 4. The variance from the surface of the completed work shall be 0.01 feet in the direction of travel and 0.02 feet traverse to the direction of travel.
 - 5. Failure to protect sewer and storm drain lines from debris will cause the City to clean the associated manholes and pipelines at the Contractor's expense. The minimum charge will be \$2,000.
- C. Cleaning
 - 1. Water valve risers shall be cleaned such that the entire valve nut is exposed.

703-4 PAYMENT

- A. All manhole covers, valve boxes, and survey monuments protected as part of the work shall be paid at the contract unit cost per each location. The unit cost includes the cost of working around, protecting, adjusting and additional labor and equipment necessary to complete the associated cold planning, FDR and paving.

704 CONCRETE WORK

704-1 GENERAL

704-1.1 SUMMARY

- A. Includes But Not Limited To

1. Compact subgrade for cast-in-place concrete site elements.
2. Furnish and install base for cast-in-place concrete site elements.
3. Furnish and install expansion joints and concrete joint sealant (caulking).
4. Detectable Warning Surfaces

704-1.2 REFERENCES

- A. 2010 Caltrans Standard Specifications
- B. Applicable ASTM Standards

704-1.3 DELIVERY, STORAGE, AND HANDLING

- A. Reinforcing steel shall be free of heavy rust scales and flakes, or other coating at time of delivery and placing. Properly protect rebar on site after delivery.

704-1.4 SUBMITTALS

- A. Concrete Mix Designs
- B. Quality Assurance/Control
 - Delivery Tickets - Require mix plant to furnish delivery ticket for each batch of concrete. Keep delivery tickets at job-site for use of Owner or representatives. Tickets shall show following:
 - Name of ready-mix plant
 - Serial number of ticket
 - Date and truck number
 - Name of Contractor
 - Name and location of Project
 - Specific class or designation of concrete in conformance with the specifications.
 - Class or designation shall match mix approved mix design.
 - Amount of concrete
 - Time loaded
 - Type, name, and amount of admixtures used.
 - Amount and type of cement
 - Total water content including water added on site
 - Sizes and weights of sand and aggregate
- C. CLSM
- D. Safety treads
- E. Detectable Warning Surface

704-2 PRODUCTS

704-2.1 MATERIALS

- A. Formwork
 1. Material: Wood, metal or plastic
 2. Size – as required.

3. Straight Runs - 2-inch nominal minimum thickness.
 4. Curves - laminated to 3/4-inch minimum thickness.
 5. Depth - Within 2 inches of specified depth.
 6. Staking - 2 foot maximum spacing.
- B. Aggregate Base -
1. 3/4-inch Class 2 Aggregate per Section 26 of Caltrans Standard Specifications.
 2. Comply with 702-2.D
- C. Controlled Density Fill-
1. Comply with 702-2.A
- D. Expansion Joints
1. Manufactured commercial fiber type meeting requirements of ASTM D 1751 and 1/2 inch thick. Asphalt impregnated commercial fiber shall be provided against all buildings as noted in plans.
- E. Concrete Reinforcing Steel
1. Grade 40 or 60 deformed bars.
- F. Concrete
1. Type I/II Cement
 2. All concrete unless otherwise specified
 - a. 1" maximum aggregate size.
 - b. 5 sack minimum.
 - c. 2,500 psi in 28 days.
 - d. 4-inch maximum slump.
- G. Safety Treads (edge warning) –
1. Wooster Products Inc. Type 231 complying with latest addition of UBC for placement and color.
 2. Warning strip on top and bottom steps to differ in color from intermediate stair treads.
- H. Detectable Warning Surface -
- I. Tactile warning dots per Section 11B-705.1 of the most recent edition of the California Building Code.
 1. 36" width.
 2. Durable, slip resistant material with a surface texture composed of raised, truncated domes in a staggered pattern with a diameter of nominal 0.9" at the base tapering to 0.45" at the top, a height of nominal 0.2", and a center spacing of nominal 2.35".
 3. Color as specified on plans. If no color is specified, color shall be Colonial Red. It shall provide 70% minimum contrast with adjacent walking surface per CBC 11B-705.1.1.3.2.
 4. "Set-in-concrete" system required (No glued & screwed mat systems installed after finished concrete)
 - J. Acceptable Products (in colonial red):
 - a. "Wet-Anchor Box" by Disability Devices, Inc.
http://www.disabilitydevices.com/Offset_Dome_Tactile_Warning_

Mat.html

b. "Cast-in-Place System" by Armor-Tile.

<http://www.armor-tile.com/truncateddomes/surface-applied-systems.htm>

c. Approved equal by Owner's Agent prior to bidding.

K. Joint Sealant

1. Sika 2c SL Joint Sealant – Limestone Grey
2. Deck of Seal Gun Grade Joint Sealant – Grey
3. Or Equal approved prior to Bid

704-3 EXECUTION

704-3.1 PREPARATION

- A. Survey and stake concrete work to indicate location and elevations.
 1. Layout ADA ramps to assure compliant slopes and transitions to existing sidewalks.
 2. Locate sign post sleeves.
- B. Subgrade
 1. Fine grade to elevations required by Contract Documents with allowances for required concrete and aggregate base thickness.
 2. Compact to 90 percent relative compaction at optimum moisture +/- 2 percent.
- C. Aggregate Base
 1. Place required thickness.
 2. Fine grade to elevations on drawings with allowances for required concrete thickness.
 3. Compact to 90 percent relative compaction at optimum moisture +/- 2 percent.
- D. Protection of Existing Facilities
 1. Existing hardscape surfaces shall be protected with tape and plastic sheeting.
- E. Complete All Underground Work Prior to Sidewalk Installation

704-3.2 INSTALLATION

- A. Site Tolerances
 1. Vertical
 - a. Subgrade +/- 0.02 feet high.
 - b. Aggregate Base +/- 0.02 feet high.
 - c. Finish Concrete +/- 0.02 feet.
 2. Horizontal
 - a. General Finish Concrete - +/- 0.04 feet.
 - b. Required Widths - 0.00 to +0.04 feet.
 3. Layout

- a. Horizontal dimensions shall be within +/- 0.04 feet.
- 4. Exterior Accessible Travel Paths
 - a. Slopes shall be per plan.
 - b. Landings, Ramps, Crosswalks, Sidewalks, and other Pedestrian Travel Paths Cross slopes – As designated, generally 1.5% with 2% maximum.
 - c. Sidewalks – 5.0% or less longitudinal slope.
 - d. Ramps – As designed with maximum 8.33% or less longitudinal slope.
 - e. Maximum vertical distance between landings - 30 inches.
 - f. Variations in stairs
 - 1) Consecutive steps-
 - Treads -1/4-inch, 11-inch minimum width.
 - Risers - 1/4-inch, 4-inch minimum, 7-inch maximum.
 - 2) Flight of stairs -
 - Treads -3/8 inch.
 - Risers - 3/8 inch.
- 5. Forms
 - a. Vertical surfaces shall be formed to within 2 inches of subgrade.
 - b. Gaps between forms shall not exceed 1/4".
- 6. Joints
 - a. All joints shall be located per plan layout
 - b. Align joints of sidewalk and curb and gutter.
- 7. Expansion Joints with joint material
 - a. Spacing - as shown on plans
 - b. Full depth of sidewalk, curbs, gutters, pads, etc.
 - c. If reinforcement required, rebar to extend through expansion joint material.
 - d. Place at corner of curb and curb & gutter.
 - e. Install so top of expansion joint material is 3/8 to 1/2 inch below finished concrete surface.
 - f. No expansion joint required between curbs and walks parallel to curb.
 - g. Provide expansion joint at end of walks perpendicular to and terminating at curb.
 - h. Provide expansion joint between concrete work and buildings. Construct per plan details including preparation of existing building finishes.
 - i. Expansion joints shall be installed at conform with existing concrete surfaces.
 - j. Seal Joints in accordance with Manufacturer's application instructions.
- 8. Contraction Joints

- a. Locations on indicated on plans. If not shown, per below:
- b. Spacing -
 - 1) Sidewalks, Curbs, and Curb & Gutter - 5 feet on center.
 - 2) Flat Drainage Structures - 8 feet on center.
- c. Contraction Joint Depth
 - 1) 1-1/2-inch minimum depth.
 - 2) 1/4 to 1/3 concrete thickness.
- d. Location
 - 1) Align sidewalk and curb and/or gutter.
 - 2) Place at all inside corners.
 - 3) At square utility boxes, place contraction joints at each corner.
 - 4) At round utility boxes, place joint through center to nearest edges of concrete.
 - 5) Spacing may be increased or decreased to 8 feet to accommodate utility boxes.
- e. Type
 - 1) Tooled joint up to 6" concrete depth. Tooled joint required for all sidewalks. Saw cuts not allowed. Tooled joint may be deepened with saw cut within 24 hours of concrete placement if necessary.
 - 2) Saw cut or parting strip for concrete depths over 6 inches. All saw cuts shall be made within 24 hours of concrete placement.
- f. Edge Warning, Stair Treads, etc. - Precut and place prior to concrete placement where practical in accordance with manufacturer's recommendation.
- g. Crack Repair - Cracks resulting from failure to comply with requirements will require removal and replacement of entire panel or section of concrete to adjacent contraction joints.

B. Finish

- 1. Curb, Gutter, Slabs, Mow Strips, Flat Drainage Structures, And Miscellaneous -
 - a. Light Broom finish.
 - b. Round edges including edges formed by expansion joints.
 - c. Remove edger marks.
- 2. Sidewalk
 - a. Unless specified otherwise on plans, sidewalks shall have a light broom finish with the following requirements:
 - b. Round edges including edges formed by expansion joints.
 - c. Remove edger marks.
- 3. Curb Faces -

- a. Remove forms as soon as practical.
 - b. Fill voids with fresh concrete if necessary.
 - c. Finish face full depth with smooth steel trowel finish.
 - d. Remove any excess concrete beyond form line at bottom of curb face at time of finishing.
- 4. Walls -
 - a. Immediately after removing forms, remove joints, marks, bellies, projections, loose materials, and cut back metal ties from surfaces to be exposed.
 - b. Fill up voids with cement mortar, 1:2 mix, and rub exposed surface with carborundum to smooth, even surface.
- 5. Ramps - Medium broom finish transverse to direction of travel on ramp.
- C. Special Requirements
 - 1. Form vertical surfaces full depth. Do not allow concrete to flow out from under forms in any degree. Remove any excess concrete beyond form face immediately after forms removed.
 - 2. Sidewalks, Exterior Stairs, and Landings -
 - a. Slope to drain.
 - 1) Slope sidewalks with cross slope of 1 percent minimum to 2 percent maximum in direction of intended drainage.
 - 2) Slope sidewalks away from building one percent minimum.
 - 3) Dusting with cement not permitted.
 - 4) Adding water during finish not permitted.
- D. Detectable Warning Surfaces -
 - 1. 36-inch minimum width, length per plan.
 - 2. Surface flush with adjacent concrete.
 - 3. Construct with no significant voids under insert.
 - 4. Install warning surface in accordance with manufacturer's recommendations.
 - 5. Assure compliant ADA slopes on panel and adjacent concrete.

704-3.3 FIELD QUALITY CONTROL

- A. Inspection - Do not place concrete unless inspection has been made of formwork and inspector is present.

704-4 PAYMENT

- A. See various bid items.

705 ROOT BARRIER

705-1 GENERAL

Work includes furnishing, installing and backfilling root barrier.

705-2 MATERIALS

Water permeable fabric 19-inch minimum width with nodules spaced at 1-1/2 inches apart containing slow release trifluralin. Typar Biobarrier or equal.

Backfill shall be coarse sand or class 2 aggregate base.

705-3 EXECUTION

Place with nodules toward trees against excavation. Backfill and compact.

705-4 PAYMENT

Payment shall be as indicated in bid schedule.

706 GRADE CONTROL

706-1 GENERAL

706-1.1 SUMMARY

A. Includes But Not Limited To

1. Providing grade control via GPS equipment capable of +/- 0.02 foot tolerances
2. Layout stationing and centerline control at 25 foot increments along centerline.
3. Obtain existing pavement elevations at centerline, and pavement edge or gutter lip.
4. Provide data to Engineer as required
5. Provide grade control during cold paving, FDR grading and final paving to assure design elevation provided by the Engineer are constructed within tolerance.

706-1.2 SUBMITTALS

- A. Within 5 days of the Notice to Proceed, provide existing grades at the locations required to the Engineer. Provide grades on excel spreadsheet format by station and offset in format acceptable to Engineer. Provide hard copy and electronic copy.
- B. Engineer will provide adjustments to existing grades within 3 calendar days of complete grade submittal.
- C. Provide as constructed data at the same intervals as the design for both top of FDR and top of completed paving.

706-1.3 PROJECT CONDITIONS

- A. Provide traffic control for work

706-2 EXECUTION

706-2.1 PREPARATION

- A. Surfaces shall be dry and free of grease and loose dirt particles prior to marking with locations

- B. Paint stationing on existing pavement at 25 foot intervals at the designation location including centerline, 12 foot offsets on both sides of centerline, grade breaks and pavement edge or gutter lip. Extend existing elevations 50 feet beyond limits of work.

706-2.2 APPLICATION

- A. Obtain elevations at the marked locations using GPS equipment which will save location information as well as elevations.
- B. Obtain elevations on existing pavement at 25 foot intervals at the designation location including centerline, 12 foot offsets on both sides of centerline, grade breaks and pavement edge or gutter lip. Extend existing elevations 50 feet beyond limits of work.
- C. Provide grades on excel spreadsheet format by station and offset in format acceptable to Engineer. Provide hard copy and electronic copy.
- D. Engineer will provide design grades within 3 calendar days of submittal. Do not proceed with cold planning or following work until final grades received.
- E. Provide grade control during cold planning to assure that applicable grade adjustments are reflected in the final cold planed surface.
- F. Provide grade control during FDR grading to assure that grade tolerance relative to design grades are met. Provide final constructed grades as required herein.
- G. Provide grade control during base course paving to assure that grade tolerance relative to design grades are met. Provide as constructed grades as required herein.

706-3 PAYMENT

- A. All grade control shall be paid as part of the FRD-C unit price itemized in the bid schedule.

707 FULL DEPTH RECLAMATION – CEMENT (FDR)

707-1 GENERAL

707-1.1 SUMMARY

- A. Includes But Not Limited To
 - 1. Providing Quality Control (QC) Plan for the work.
 - 2. Pulverizing, adding cement, mixing, grading, compacting, finishing and sealing FDR
 - 3. Applying asphalt emulsion sealer
 - 4. Provide QC testing during work and submitting required reports upon completion.

707-1.2 SUBMITTALS

- A Contractor Quality Control Plan
 - 1. The FDR-C area of the project shall be a single lot.
 - 2. Name and credentials of dedicated QC personnel
 - 3. Procedures to verify for each lot the following:

- i. Cement application
 - ii. Depth of treatment (cores)
 - iii. Moisture Control
 - iv. Compaction
 - v. Unconfined Compressive Strength (7 day)
 - vi. Calibrations for required field equipment for CT 216, 226 and 231.
- B. Job Mix Formula
 - 1. Design based on testing attached to Special Provisions. Testing indicates that minimum unconfined compressive strength may be reached at about 3% cement content based on dry density. Minimum required cement content shall be 4%.
 - 2. Contractor shall provide end result product with minimum 7-day unconfined compressive strength of 300 psi.
 - 3. Contractor, at their option, may do additional pre-construction investigation and testing to confirm City test results.
 - 4. Contractor shall provide a JMF to be used as the guide for constructing the FDR.
 - 5. No test strip required.
- C. Materials
 - 1. Certificate of Compliance for Cement
 - 2. Certificate of Compliance for Emulsion
 - 3. Delivery tickets for cement
 - 4. Core backfill material

707-1.3 PROJECT CONDITIONS

- A. Provide traffic control for work
- B. Minimum roadway and ambient temperature is 50°F.

707-1.4 QUALITY CONTROL AND ACCEPTENCE

- A. **FDR-Cement QC Characteristic Sampling Locations and Testing Frequencies**

Quality Characteristic	Test Method	Minimum Frequency	Sample Location
Moisture Content	CT 226	1 per lot	Loose mix after pulverizing and mixing
Laboratory maximum wet density	CT 216	2 minimum	Loose mix after pulverizing and mixing
Cement Application Rate	Calibrated tray or equal	1 per lot	Within 1 st 300 feet of first pass
Relative Compaction	CT 231	1 per lot	Random per test method – 5 density tests per lot minimum
Thickness- Process	n/a	Cut depth every 300 feet	Both ends of drum
Thickness - Final	n/a	4 or 6 inch cores	2 random per lot
Unconfined compressive Strength	ASTM D1633 – See Note	1 per lot	Loose mix after pulverizing and mixing
Surface from Design	GPS	Every 25 feet	Centerline and lane edges minimum
Surface Regularity	12 ft. Straightedge	Continuous	Centerline and lane edges minimum

B. Quality Control Reporting

1. General Information

- a. Weather: Ambient and road surface temperature at start and completion of FDR as well as times.
- b. Average forward speed in feet per minute of pulverizing and mixing equipment.

2. Daily Production Report for each lot (submit within 24 hours)

- a. Moisture Content
- b. Laboratory Maximum Wet Density (include lab worksheet)
- c. Relative Compaction (include field work sheet)
- d. Process thickness measurements with Stations
- e. Core thicknesses with station and offset references

3. Compacted Surface Prior to Sealing (submit within 24 hours of compaction)

- a. Constructed grades compared to design grades
- b. 12-foot straightedge non-compliance report including stations and wheelpath.

4. Unconfined compressive strength (submit within 24 hours after testing)

- a. Table indicating lot and test result

C. FDR-Cement Acceptance Tolerances

Quality Characteristic	Value
Cement Application	4% or JMF min - 0.5%
Thickness (drum during processing)	0.83' (10") +/- 0.05 feet
Relative Compaction (min, % wet density)	97
Thickness Final (cores)	0.83' (10") +/- 0.05 feet
Unconfined Compressive Strength (7 day)	300 psi minimum

- D. Visual Criteria
 - 1. Segregation, raveling, and loose material
 - 2. Uniform surface texture throughout work limits
 - 3. Repaired areas
- E. Quality Control Compaction Testing
 - 1. Determine in accordance with CT 231 and the following:
 - a. Test with nuclear gauge with an 8 inch probe depth.
 - b. Correction for oversize does not apply
 - c. A sample must contain no more than 5 percent retained on the 2-inch sieve and 15 percent retained on the 1-1/2 in sieve.
 - d. If the relative compaction for a lot is less than 97 percent, perform CT 216 and CT 224 for each noncompliant lot and recalculate the relative compaction.
 - e. All CT 216 and CT 226 testing shall be performed on site during the work using field equipment. Equipment must be calibrated and included in QC plan.

707-2 MATERIALS

- A. Cement shall be Type II complying with ASTM C150
- B. Core Backfill Material
 - 1. Material to fill cored holes for thickness measurements must be packaged rapid-hardening cementitious material under ASTM C928, Type R2 or R3

707-3 CONSTRUCTION

707-3.1 GENERAL

- A. Do not start FDR—cement activities if the ambient air temperature is below 50 degrees F or the road surface is below 50 degrees F. If the ambient air temperature falls below 50 degrees F during FDR—cement activities, you may only compact and finish FDR—cement.

707-3.2 EQUIPMENT

- A. The FDR—cement machine must have independent and interlocked systems for water and must include the following:
 - 1. Digital electronic controller system
 - 2. Pumping system
 - 3. Spray bar system
- B. Storage equipment for water must not leak and must be attached to the FDR—cement machine with a tow bar and hose.
- C. Grading and compacting equipment must be self-propelled and reversible. The frequency and amplitude of vibrating rollers must be adjustable and exceed a force of 15 tons in vibratory mode.

707-3.3 PULVERIZING

- A. Do not pulverize more material than can be mixed with cement and compacted in one day.
- B. Do not leave a wedge where the pulverizing drum cuts into the existing material. The 1st cut width must use the full width of the pulverizing drum. Subsequent cuts must overlap at least 4 inches.
- C. Do not leave a gap of unpulverized material between cuts. If an overlap is more than 4 inches, immediately adjust. If an overlap is less than 4 inches, immediately back up and pulverize the deviation along the correct cut line.
- D. Mark the existing pavement where the center of the pulverizing drum stops. Start the following cut on this alignment at least 2 feet behind the mark.

707-3.4 SPREADING MATERIALS

- A. Spread cement uniformly over the full roadway surface width. Do not spread cement more than 30 minutes before mixing. Do not apply dry cement in windy conditions that will result in dust outside the FDR—cement area. The spread rate must be the mix design rate or the ordered rate in lb/sq yd \pm 5 percent.
- B. Do not spread cement and supplementary aggregate before pulverizing.

707-3.5 MIXING

- A. The overlap requirements in section 30-4.03C apply to mixing. With each cut, adjust the quantity of water proportionally to the actual cut width. If an overlap is less than 4 inches, immediately back up and pulverize the deviation along the correct line without adding water or cement.
- B. Water must be injected through the pulverizing machine. The injection rate of mixing water must be sufficient to produce the FDR—cement material mixing moisture content described in the mix design.
- C. Mark where the center of the pulverizing drum stops. Start the following cut on this alignment at least 2 feet behind the mark.

707-3.6 COMPACTING AND GRADING

- A. Immediately after pulverizing and mixing, compact FDR—cement to the minimum relative compaction. Do not allow more than 2 hours between final mixing of the pulverized material with cement and completion of compaction with vibratory steel drum rollers.
- B. During grading and final compaction with vibratory steel drum rollers, add water to maintain the mixing moisture content as described in the mix design.
- C. Finish and compact final surface to tolerances indicated. Document grades and smoothness. Make corrections immediately and prior to applying asphaltic emulsion.
- D. Remove and legal dispose of excess treated soils.

707-3.7 FINISHING & MAINTENANCE

- A. Immediately after compaction, apply water and roll with pneumatic-tired rollers or steel drum roller with no vibration. The finished surface must be free of ruts, bumps, indentations, segregation, raveling, and any loose material.

- B. Keep the compacted surface damp by lightly watering until asphaltic emulsion is applied.
- C. Apply a coat of diluted asphaltic emulsion to the finished surface when it is damp but free of standing water. The application rate of asphaltic emulsion must be from 0.13 to 0.25 gal/sq yd. Do not water after applying asphaltic emulsion. Emulsion shall be broken and sanded prior to opening to traffic.
- D. Schedule operations to assure opening to traffic by 5 PM with emulsion seal in place and sanded as required. Do not open to traffic without authorization.
- E. During the period from 48 to 72 hours after compaction, microcrack the surface by applying 3 single passes with a 12-ton vibratory steel drum roller at maximum amplitude travelling from 2 to 3 mph.
- F. Maintain the FDR—cement surface free of ruts, bumps, indentations, raveling, and segregation. Repair damaged FDR—cement material with minor HMA. Correct any raveled areas with hot mix asphalt immediately. Sweep any loose material. Repair emulsion seal including resanding immediately.
- G. Take cores to determine the finished FDR—cement thickness before placing HMA. If a core indicates FDR—cement thickness is less than the specified thickness by more than 0.05 foot, core in the vicinity of the noncompliant core to determine the extent of the deficient thickness. Remove the FDR—cement material deficient in thickness by cold planing to a depth of 0.2 foot below the finished FDR—cement grade. Replace the planed FDR—cement with the HMA specified for the project and compact. An alternative to correcting deficient thickness is to cold plane twice the deficient thickness and replace with HMA.
- H. Immediately before placing HMA, sweep to remove all loose debris and sand. Remove all temporary transitions. Apply asphaltic emulsion at a rate from 0.03 to 0.05 percent residual binder content. Do not place HMA until authorized.

707-4 PAYMENT

- A. FDR-Cement shall be paid on a square foot of installed area as field measured upon completion of the work. Payment shall include, but not limited to, grade control, all costs including pulverizing, providing cement and water, mixing, compacting, trimming to required tolerances, correction of any deficiencies, finishing, emulsion seal coat, maintenance and temporary transitions.

708 COLD PLANING

708-1 GENERAL

708-1.1 SUMMARY

- A. Includes But Not Limited To
 - 1. Cold planning existing asphalt concrete for transitions and conforms.
 - 2. Removal of digouts and repair areas.
 - 3. The pavement to be cold planed may contain pavement fabric.

708-1.2 PROJECT CONDITIONS

- A. Project Environmental Requirements
 - 1. Do not cold plane when precipitation is imminent.
- 708-2 PRODUCTS - NOT USED
- 708-3 EXECUTION
- 708-3.1 EXAMINATION
 - A. Contractor shall visit the site to:
 - 1. Identify all utility surface features such as utility covers are clearly visible to work crews. Protect per these special provisions.
- 708-3.2 PREPARATION
 - A. Layout transitions, conforms and milling limits for Owner to review prior to proceeding with the work.
 - B. Protect utility facilities prior to reducing pavement thickness by cold milling.
- 708-3.3 EQUIPMENT
 - A. Cold planer shall be equipped with automatic controls and sensing devices. Cold planers shall produce finished surface within 0.02 foot tolerance.
 - B. Equipment shall be capable of cold planing concrete.
 - C. Contractor shall maintain equipment by changing teeth as often as necessary to provide a smooth surface which meets the required tolerance.
 - D. Cold planers shall be equipped with water spray devices to prevent the creation of dust.
 - E. Cold planing equipment shall not be cleaned on site using water application unless specific measures for such cleaning have been addressed in the project storm water protection plan.
- 708-3.4 APPLICATION
 - A. General
 - 1. Prevent damage to gutter lips, curbs or other facilities while cold planing. If necessary, use hand removal methods.
 - 2. The Contractor shall provide grade control for the milling operation to assure that the final elevations provided to the Contractor by the Engineer are met within tolerance.
 - 3. Provide small grinding equipment or removal equipment around utility facilities to be protected.
 - B. Transitions
 - 1. Cold plane to width and depth as indicated on project plans and details.
 - 2. For full-depth transitions, cold planing may extend below existing asphalt pavement section into underlying base material to meet depth requirement.
 - C. Dust Control
 - 1. Cold planers and sweepers shall maintain spray application to prevent dust at all times.
 - 2. Hand work areas shall use hand sprayers or other means to control dust.
 - 3. Dust control measures shall not create ponding of applied water on the pavement or runoff into the gutters or storm drain system.
 - E. Finishing

1. Remove remaining material between grinding edge and concrete surface edge (gutter, swale, sidewalk, etc.). Remove high areas inaccessible to cold planer by jack hammer or other means.
 2. Patch gouges or low areas by tack coating and filling with hot-mix asphalt. HMA shall be compacted using hand tamps or other means prior to the surface temperature of the patch falling below 250°F. Patching is not required if the area will be covered by a leveling course of HMA.
- F. Temporary Transitions
1. Temporary transitions shall be placed prior to opening to traffic.
 2. The temporary transitions shall be constructed of either hot mix or cold mix AC and shall be a minimum of 4 feet wide into driveways and 10-foot length at the conform at the South City Limits and at all legs of the intersection at Peckham Court.

708-3.5 TOLERANCES

- A. Cold plane to limits and depths as follows:
- | | |
|----------------------|-------------------------|
| Vertical: | +/-0.02 feet |
| Horizontal: | +/- 0.2 feet |
| Adjacent Passes: | 0.02 maximum variance |
| Variance from Plane: | 0.01' high to 0.05' low |
- (Using String line)
- B. Correct any high areas by cold planing.

708-3.6 CLEANING

- A. Sweepers shall have dust suppression spray equipment working at all times.
- B. Remove all grindings and debris immediately.
- C. Clean pavement by power sweeping. Areas inaccessible to power brooms shall be cleaned using hand brooms or power blowers. If power blowers are used, prevent damage to vehicles, landscaping and any other facilities. Repair any damage to property owner's satisfaction.
- D. Continue daily sweeping and cleaning until pavement restored.
- E. Clean drop inlet protections at the end of completion of cold planing. Retain inlet protections in place until paving is completed.

708-4 PAYMENT

- A. The contract unit prices indicated in the bid schedule shall apply to this work.
- B. Contractor shall supply documentation of lineal or area measurements

709 HOT MIX ASPHALT (HMA)

709-1 GENERAL

709-1.1 SUMMARY

- A. Includes But Not Limited To
1. Prepare pavement sub-grade to receive paving.
 2. Furnish and install hot-mix asphalt for pavement repairs, leveling course and surface course.

3. Complete HMA Paving as provided in Section 39 of 2010 Caltrans Standard Specifications, Section 39- 1 General, Section 39-2 Standard Construction, and Section 39-Method Construction Process and as amended herein.

709-1.2 REFERENCES

A. Abbreviations and Acronyms

1. HMA – Hot Mix Asphalt
2. JMF – Job Mix Formula
3. QA – Quality Assurance Inspection and/or testing by Owner
4. QC – Quality Control Inspection and/or testing by Contractor
5. RAP – Reclaimed Asphalt Pavement

B. Reference Standards

1. ASTM - American Society of Testing and Materials or ASTM International
2. CT – Caltrans Test
3. 2010 Caltrans Standard Specifications Section 39
4. AASHTO – American Association of State Highway and Transportation Officials

709-1.3 ADMINISTRATIVE REQUIREMENTS

A. Pre-installation Meeting

1. Contractor shall schedule a pre paving meeting no more than 5 working days nor less than 2 working day prior to first paving day.
2. Attendees at the pre paving meeting shall include but not be limited to:
 - a. Owner's Representative
 - b. Contractor's paving foreman
 - c. Paving fabric installer (if applicable)
 - d. QA Representative
 - e. QC Representative
 - f. Other pavement users or affected parties as applicable.

B. Sequencing

1. Contractor shall sequence the work to minimize cold joints.
2. Contractor shall sequence the work to prevent paving operations damaging new pavement.
3. Contractor shall not commence paving until all Storm Water protection BMPs have been installed.
4. Parking areas shall be paved concurrently with through lanes

709-1.4 SUBMITTALS

A. HMA JMFs

1. Submit a JMF for each mix to be used. JMF shall be submitted on Caltrans CEM 3511 and CEM 3512 forms. If JMF is verified by Caltrans, submit CEM 3513

B. Paving Grids/ Fabric/ Mats

1. Provide manufacturers product information sheets of material to be used which demonstrate compliance with project specifications.

C. Contractor QC Plan

1. Provide QC Plan indicating compliance with requirements herein. QC Plan shall include the following as a minimum:

- a. QC Manager and Organization Chart
 - b. AMRL and Caltrans Laboratory Certifications
 - c. Field Personnel Resumes and Certifications
 - d. Sample and Testing Log
 - e. Sample Reports and Labels
 - f. Action Plan for non-complying work or materials
 - g. Random Sampling Plan for materials testing and compaction testing
2. Nominate Third Party Testing Laboratory.

709-1.5 CLOSEOUT SUBMITTALS

A. Delivery Tickets

1. Submit delivery tickets for all mix used on the project at the end of each paving day. Tickets shall be organized by mix type and in sequential date order for that mix type.

B. Testing Reports

1. Provide test results for HMA materials and installation as required herein.
2. Manufacturers product information sheets of material to be used which demonstrate compliance with project specifications.

709-1.6 QUALITY ASSURANCE

A. Quality Assurance Inspection and/or Testing.

1. City may, at their option, have independent quality assurance inspection and testing.
 - a. Inspections may be made during or after the work.
 - b. QA Inspection and testing is for the sole purpose of providing the Owner a greater degree of assurance that the requirements of the contract have been met. QA inspection and testing does not relieve the Contractor of any responsibility to comply with or perform in accordance with the Contract documents.
2. All HMA testing laboratories shall be AMRL and Caltrans certified.

B. QC/QA Coordination

1. If QA compaction testing utilizing a nuclear gauge is to be used, Contractor shall coordinate gauge correlation testing with QA testing personnel during production startup on the first paving day.

C. QC/QA Sampling

1. The Contractor shall perform all sampling at both the plant and jobsite. The contractor shall provide qualified personnel for this sampling. Sample sizes shall meet the following minimums in size:

Sample Type	Sample Description	Sample Size (min)	Container
Aggregate	Hot Bin Samples	25 pounds	Bag
	Supplemental Fine Aggregate	5 pounds	Bag
	RAP Stockpile	25 pounds	Bag
	Combined Belt Sample	50 pounds	Bag
Binder		2 Quarts	Quart Metal Cans

Hot Mix		4 boxes	4"x8"x8"
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2. Contractor shall split and label all samples. Label Samples with the following information:
 - a. Project Name
 - b. Supplier and Plant
 - c. Date, Time, Tonnage Lot (if applicable) & Temperature (if applicable)
 - d. Material Description (Aggregate source, binder type, mix type)
 - e. Continuously maintain a sampling log which includes all of the information indicated above. Provide access to log during progress of the work and a completed copy of the sample log at the completion of work.
3. Contractor shall have QA samples transported to the jobsite or elsewhere if agreed upon by City representative.
- D. Dispute Resolution
 1. If the QC and QA test results differ on determining compliance, the Contractor can dispute the test results. The third parties shall use remaining test samples or determination of test results if practicable. Third party test results shall govern. Party losing dispute pays cost of third party testing.

709-1.7 PROJECT CONDITIONS

- A. Project Environmental Requirements
 1. Do not perform work during following conditions:
 - a. Ambient, base, or pavement temperature below 50 degrees F.
 - b. Presence of free surface water or damp pavement.
 - c. Unstable grade as demonstrated by proof rolling with a minimum of a 10 wheeler truck.
 - d. Over-saturated base and sub-base materials.

709-2 PRODUCTS

709-2.1 MATERIALS

- A. Tack Coat
 1. Tack coat on existing or new pavements shall be utilized and will be emulsified asphalt Grade RS-1, RS-1h, SS-1, or SS-1h and shall conform to Section 94, 'Asphaltic Emulsions', of the Standard Specifications.
 2. Paving binder shall not be used as a tack coat for other than geotextile paving fabrics and or mats.
 3. Tack coat for geotextile paving fabric shall be PG70-10.
- B. Pavement Reinforcement Mat
 1. Conform to Section 88-1.02K Paving Mat of the 2010 Caltrans Standard Specifications.

C. Mixes

1. The HMA shall be ½” Type A HMA in accordance with the current Caltrans Standard Specifications with the following modifications:
 - a. The mix shall contain 25% reclaimed asphalt pavement (RAP).
 - b. The binder shall be PG 64-16. No binder bump shall be allowed. A JMF with a binder bump shall be acceptable without further testing.
 - c. Binder content shall be adjusted to 3.5% air voids.

709-2.2 CONTRACTOR QUALITY CONTROL

A. Perform the following QC Testing:

Quality Characteristic	Frequency	Test Results Due
Aggregate Gradation	Production Startup and every 750 tons	Prior to 4 PM on the day following paving
Sand Equivalent		
Asphalt Binder Content		
HMA moisture content		
Aggregate moisture content at continuous mixing plants and RAP moisture content at Continuous mixing plants and batch mixing plants.		
Percent of maximum theoretical density (nuclear gauge per CT 375)	Per Section 3.4.B.6 below	At end of work shift
Maximum Theoretical Unit Weight	1 per day	By end of work shift
Percent of maximum theoretical density (cores)	Production Startup and as needed	Prior to 4 PM on the day following paving
Air void content	Production Startup	3 working days from sample date
Stability value		
Percent Crushed Particles		
LA Rattler		
Flat and elongated particles		
Fine aggregate angularity		
Voids filled with asphalt		
Voids in mineral aggregate		
Dust proportion		

709-3 EXECUTION

709-3.1 EXAMINATION

- A. Contractor shall visit the site to:
 - 1. Verify that all underground utilities and facilities are complete required including testing.
 - 2. Verify that underlying aggregate base and or native soil subgrade has been properly prepared and tested.
 - 3. Verify that paving subgrade is firm and unyielding.
 - 4. Verify Sub-Grade is 0.00 inches high. Measure using string line from curb to curb, gutter, flat drainage structure, or grade break.
 - 5. Verify ADA compliance at paving subgrade
 - a. All grades within ADA travel paths at the subgrade level are below 2.0% maximum slope cross slope and not greater than 5.0% in longitudinal grade.
 - b. Verify that all grades within the ADA parking and unloading zones are below 2.0% maximum slope in any direction.
- B. Examine landscaping and tree canopies for potential damage due to paving operations
 - 1. Contact City 48 hours in advance if any tree limbs need removal. City will perform work.
- C. Notify City representative of any non-compliance issues. Do not pave until issues resolved or directed in writing to proceed.

709-3.2 PREPARATION

- A. Protect existing facilities
 - 1. Existing landscaping including ground cover, shrubs and tree limbs.
 - 2. Existing buildings and structures
 - 3. Protect storm drain systems
 - 4. Do not clean or wash equipment onsite
 - 5. Place protective covers over existing pavement or paving subgrade under all motorized paving equipment.
- B. Leveling Course Layout
 - 1. Using the surface model used for cold planning, layout leveling course in the same manner and density. Allow 1 day during the day for review prior to placing leveling course.
 - 2. Verify elevations of finished leveling course using the surface model used for cold planning. Surface of leveling course should comply with grades to within +/- 0.03 feet. Correct high areas by cold planning. Correct low areas by skin patching with No. 4 HMA.

709-3.3 APPLICATION

- A. Site Tolerances
 - 1. Apply HMA paving in single lift up to 3 inches thick minimum after compaction, except where shown thicker on Drawings. Paving thicker than 3 inches may be applied in two or more lifts with a minimum lift thickness of 1-3/4 inches thick.
 - 2. Paving adjacent to cast-in-place concrete site elements shall be between 1/4 inch higher than concrete and flush with concrete.
 - 3. Thicknesses
 - a. Average pavement thickness shall equal design thickness
 - b. For total HMA thicknesses less than 4 inches in thickness, the minimum thickness shall be minus 1/4 inch from the design thickness.

- c. For total HMA thickness 4 inches and greater, the minimum thickness shall be minus ½ inch from the design thickness.
- B. Tack Coat
 - 1. Tack coat shall be applied to every vertical face of concrete to be paved against, including gutters and swales.
 - 2. Protect concrete above paving line with masking or shield. Clean all tack coat on concrete more than 1 inch above pavement surface.
 - 3. Brush application allowed
 - 4. Tack coat application shall be reapplied between paving layers if tack coat application becomes damaged due to scraping by equipment or dust.
- C. Digouts
 - 1. All of the digouts may be paved and compacted in a single lift.
 - 2. A self-propelled paver is not required.
- D. Pavement Reinforcement Mat
 - 1. Install in accordance with manufacturer's application guide.
 - 2. Do not install more grid than can be covered with HMA paving work shift.
- E. HMA Installation
 - 1. Use self-propelled laydown machine for all surface courses. Base courses for digouts or stabilization areas may be placed with a grader or skip loader.
 - 2. Heat joints if laid more than 3 hours previously.
 - 3. Compaction – Leveling Course
 - a. Comply with Method Construction Process requirements for passes, equipment type and temperatures
 - b. Pneumatic tired roller with full time operator required.
 - c. Only one steel wheel roller with full time operator required.
 - 4. Compaction – Base R&R and Surface Course
 - a. Compact HMA to a lot average of 92.0% to 96.0% of Theoretical Maximum Density per AASHTO T209.
 - b. Compact HMA to individual locations to 91.0% to 97.0% of Theoretical Maximum Density per AASHTO T209.
 - c. Compact handwork areas simultaneously with breakdown rolling. Compact with hand tamps, vibraplates or other means that will provide density and a smooth surface. Failure to keep hand compaction areas concurrent with breakdown rolling shall be cause to stop paving until handwork compaction catches up to breakdown rolling.
 - d. Roll with powered equipment capable of obtaining specified density and smoothness.
 - e. Execute compaction so visibility of joints is minimized. Complete finish rolling to improve asphalt surface as soon as possible after intermediate rolling and while HMA is above 140 °F surface temperature.
 - 5. Finish
 - a. Surface shall be uniform with no 'birdbaths'. Leave finished surfaces clean and smooth. Variations from specified grades shall not exceed 1/4 inch (0.02 feet). When tested with 10 foot straight edge, surface of complete work shall not contain irregularities in excess of 1/4 inch.
 - b. Completed surface shall match the texture of the machine laid mat. Areas worked by raking shall have coarse aggregate removed rather than pushed back onto the mat. Any areas of coarse or segregated surface shall be remedied immediately and prior to finish rolling. Failure to comply with

this provision shall cause all paving to stop until mat surface corrections are performed.

709-3.4 CONTRACTOR QUALITY CONTROL

- A. Materials Quality Control Testing
- B. Contractor shall perform testing as outlined in the Contractor Quality Control Plan submitted under Section 1.5 C, "Contractors QC Plan".
- C. Contractor shall perform all testing for materials indicated in Section 2.2 "Source Quality Control" of these specifications.
- D. Density Quality Control
 - 1. Divide pavement area into lots in accordance with the following guidelines
 - 2. Each lot not to represent more than 500 tons or 45,000 sf, whichever is less.
 - 3. Each lot must be homogeneous relative to placement time and methods. Different streets or separated areas shall be considered separate lots for the purposes of compaction testing.
 - 4. Correlate gauge using a minimum of 5 cores on first paving day. Core correlation will not be required if 1) the QC and QA gauges are within 0.5% of each other on the average of 5 locations and 2) both QC and QA gauges indicate test results within the range of 92.5% to 95.5% of Theoretical Maximum Density based on the JMF Rice Gravity.
 - 5. Daily Rice Gravity tests shall be used to determine compaction. If Rice Gravity results vary more than 0.03 gm/cc on a daily basis, use a moving average of 5 and recomputed density results
 - 6. Test each lot using randomly determined locations per CT 375 or ASTM D3665.
 - a. Minimum of 3 tests per lot
 - b. One nuclear gauge per 50 tons
 - 7. If nuclear gauge test results determine noncompliance, Contractor may choose to have in place density verified by cores. Cores will be taken at the rate of 1 per 100 tons. Cores will be taken by Contractor and tested by QA laboratory. Take cores in presence of Owner's representative. Cost of coring shall be borne by Contractor and cost of core testing by Owner. For lot average determination, a minimum of three cores shall be taken. For individual sites, a single core may be taken. Reduced payment will be determined by cores if cores are taken.
- E. Quality Control Reporting
 - 1. If QC Reports indicate non-compliance, paving may continue till the end of the day. Paving shall not be resumed until acceptable changes have been made to either the materials quality or contractor's placement and compaction operations to assure future compliance with requirements.
 - 2. Failure to supply QC Reports as indicated will be cause for withholding payment for the work until such reports are submitted and evaluated.

709-3.5 PROTECTION

- A. Protect completed pavement from damage
 - 1. Equipment and material storage.
 - 2. Fuels or solvents of any kind
 - 3. Staining from landscape material storage, installation or runoff.

709-4 PAYMENT

- A. Unit Prices
 - 1. The contract unit prices indicated in the bid schedule shall apply to this work.
- B. Measurement and Payment
 - 1. If paid by tonnage, the Contractor shall supply delivery tickets for each load of HMA delivered to the jobsite at the end of each work day.
 - 2. If paid by the unit area of paving, Contractor shall supply documentation of area measurements.
 - 3. Tonnage payment includes HMA used for miscellaneous area paving and HMA Dikes.
- C. Payment for Pavement Fabric
 - 1. If pavement fabric is paid by the unit area measurement, the payment area is limited to the actual applied area of the fabric excluding joints and laps.
- D. Reduced Payment for HMA Density
 - 1. Reduced payment shall be made on HMA which does not meet the requirements of Section 2.3.C.6 "Compaction" herein. The reduced payment schedule is based on both individual test locations and lot averages. The reduced payment schedule is as follows:

Reduced Payment Factors for Percent of Maximum Theoretical Density					
Percent of Maximum Theoretical Density		Reduced Payment Factor	Maximum Theoretical Density		Reduced Payment Factor
Lot Average	Individual Test Result		Lot Average	Individual Test Result	
92.0	91.0	0.0000	96.0	97.0	0.0000
91.9	90.9	0.0125	96.1	97.1	0.0125
91.8	90.8	0.0250	96.2	97.2	0.0250
91.7	90.7	0.0375	96.3	97.3	0.0375
91.6	90.6	0.0500	96.4	97.4	0.0500
91.5	90.5	0.0625	96.5	97.5	0.0625
91.4	90.4	0.0750	96.6	97.6	0.0750
91.3	90.3	0.0875	96.7	97.7	0.0875
91.2	90.2	0.1000	96.8	97.8	0.1000
91.1	90.1	0.1125	96.9	97.9	0.1125
91.0	90.0	0.1250	97.0	98.0	0.1250
90.9	89.9	0.1375	97.1	98.1	0.1375
90.8	89.8	0.1500	97.2	98.2	0.1500
90.7	89.7	0.1625	97.3	98.3	0.1625
90.6	89.6	0.1750	97.4	98.4	0.1750
90.5	89.5	0.1875	97.5	98.5	0.1875
90.4	89.4	0.2000	97.6	98.6	0.2000
90.3	89.3	0.2125	97.7	98.7	0.2125
90.2	89.3	0.2250	97.8	98.8	0.2250
90.1	89.2	0.2375	97.9	98.9	0.2375
90.0	89.0	0.2500	98.0	99.0	0.2500
< 90.0	<89.0	Remove and Replace	> 98.0	>99.0	Remove and Replace

- E. There shall not be an adjustment of contract unit prices due to adjustments in the asphalt price index.

710 UTILITY ADJUSTMENT

710-1 GENERAL

710-1.1 SUMMARY

- A. Includes But Not Limited To
 - 1. Adjusting Utility Covers and Boxes in Pavement Area
 - 2. Adjusting Utility Covers and Boxes in Sidewalk Area
 - 3. Lowering Utility Covers and Boxes prior to Cold Planning
- B. Work shall be governed by City of Lakeport Standard Plans

710-2 PRODUCTS

- A. Boxes, Valve Covers and Vaults
 - 1. All new boxes shall be used in accordance with the applicable Special provision and project plans.
 - 2. All Manhole Frames and Grates shall be new
- B. Concrete
 - 1. Concrete for adjusting utilities shall be as follows:
 - a. 7 sack mix
 - b. 1 Inch max aggregate
 - c. 1 lb. of lamp black color per cubic yard when in the roadway.
 - d. 4 inch maximum slump
 - e. Commercially batched

710-3 EXECUTION

- A. Preparation
 - 1. Prior to cold planning, all utilities will be lowered below grade including areas of additional pavement removal.
 - 2. Manholes and valves shall be protected with adequate coverings to prevent damage.
- B. Excavation
 - 1. Location shall be referenced prior to lowering.
 - 2. The completed cutout shall be circular in nature. The circle shall be concentric with the utility to be raised. The Contractor shall carefully layout the border of the excavation such that no residual markings will be evident after cutting.
 - 3. The concrete collar dimensions shall be as follows +/- 1 inch:
 - a. Manholes – 12 inches beyond edge for frame
 - b. Valve Boxes, Cleanouts and Rodding Inlets – 6 inches beyond edge of box.
 - c. All collars shall have a 12-inch depth.
 - 4. The variance from the surface of the completed work shall be 0.01 feet in the direction of travel and 0.02 feet traverse to the direction of travel.
 - 5. The completed concrete collar shall be protected until cured. If placed within 6 hours of street opening, the location shall be steel plated.
 - 6. Any markings, tire damage or other visual discontinuity shall be cause to have the work completely redone.
 - 7. During work on sewer and storm drain manholes, the manholes shall be protected from any debris entering the sewer and storm drain system by placing a false bottom made of plywood over the pipe. Over the plywood shall be placed a fabric catchment constructed such that any debris which enters the manhole may be removed with the removal of the catchment without spillage into to system.
 - 8. Failure to protect sewer and storm drain lines from debris will cause the City to clean the associated manholes and pipelines at the Contractor's expense. The minimum charge will be \$2,000.
- C. Collar Construction
 - 1. The collar concrete shall be placed within 2 hours of concrete batching.

2. The top of the collar shall be finished with a steel trowel and receive a medium broom finish. The brooming shall be circular in nature and follow the edges of the collar.
 3. Finish surface shall be within tolerances and protected per above.
 4. The interior of storm drain and sewer manholes shall have the space between the frame and cone grouted solid per Standard Details.
- D. Cleaning
1. After completion of adjusting and grouting of manholes, the protective measures required herein shall be removed.
 2. Any damaged portion of the interior of any manholes shall be repaired to the City's satisfaction.
 3. A cement, pavement or other contaminant shall be completely removed from frames, grates and lids.
 4. Water valve risers shall be cleaned such that the entire valve nut is exposed.

710-4 PAYMENT

- A. Payment shall be as indicated in bid schedule and these special provisions.

711 PAVEMENT MARKINGS

711-1 GENERAL

711-1.1 SUMMARY

A. Includes But Not Limited To

1. Furnish material and apply pavement and curb markings as described in Contract Documents.
2. Remove existing pavement markings in areas which will conflict with new striping layout beyond the paving limits.
3. Thermoplastic traffic stripes and pavement markings shall consist of a single uniform layer of thermoplastic and layer of bonded core elements and a layer of glass beads.
4. Reflective markers shall be Type D.
5. Painting Red Curb markings

B. Related Sections

1. Work shall comply with Section 84 of the 2010 Caltrans Standard Specifications
2. Work shall comply with the latest addition of the California Manual of Uniform Traffic Devices (CAMUTCD)

711-1.2 SUBMITTALS

- A. Paint Datasheets and Certificates of Compliance
- B. Thermoplastic Datasheets and Certificates of Compliance
- C. Glass Bead Data Sheets and Certificates of Compliance
- D. 3M Bonded Core Data Sheet

- E. Red and Green Paint for Curbs
- F. Reflective Markers

711-1.3 PROJECT CONDITIONS

A. Project Environmental Requirements

1. Apply only on dry surfaces, during favorable weather, and when damage by rain, fog, or condensation not anticipated.
2. Provide temporary pavement markings whenever throughout project duration until final pavement markings are installed.
3. Allow HMA to cure a minimum of 7 days and a maximum of 14 days prior to application.

711-2 PRODUCTS

- A. All pavement markings shall be thermoplastic.
- B. All Materials shall comply with the requirements of Section 84 and 85 of the 2010 Caltrans Standard Specifications and these Special Provisions.
- C. All thermoplastic shall be alkyd thermoplastic.
- D. Glass Beads shall comply with AASHTO M247 Type 2.
- E. Alkyd Paint per Section 84 and 85 of the Standard Specifications

711-3 EXECUTION

711-3.1 PREPARATION

- A. Surfaces shall be dry and free of grease and loose dirt particles
- B. Layout all pavement markings per plan and in accordance with Section 84. Layout markings shall be kept to a minimum.
- C. Allow 4 working days for City review. Make any changes as provided during review.

711-3.2 APPLICATION

- A. Install per Section 84 and these Special Provisions
- B. Thicknesses
 1. Stripes -0.100 inches minimum
 2. Legends and Markings – 0.125 inches
- C. Bonded Core Elements
 1. 1st layer shall be 3M Bonded Core All Weather Reflective Elements for use in thermoplastic traffic stripes and markings.
 2. Color of bonded core elements shall match color of stripe or marking.
 3. Application rate shall be 6.6 pounds per 100 square feet.
- D. Glass Beads
 1. Apply as second layer.
 2. Application rate of 14.4 pounds per square foot.
- E. Minimum Initial Retro Reflectivity Values

	White	Yellow
--	-------	--------

Dry (ASTM E1710)	700	500
Wet recovery (ASTM E2177)	280	250
Wet continuous (ASTM E2176)	90	75

711-3.3 CLEANING

- A. Remove drips, overspray, improper markings, and thermoplastic or paint material tracked by traffic by sand blasting, wire brushing, or other method approved by Owner's Agent prior to performance.

711-4 PAYMENT

- A. All pavement markings shall be paid at the unit price itemized in the bid schedule.

**SECTION G
ATTACHMENTS
GSL PAVEMENT REHABILITATION
BID NO. 23-02
IN THE CITY OF LAKEPORT, CALIFORNIA**

ATTACHMENT 1

Soil Testing Report	1 PAGE
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ATTACHMENT 2

City of Lakeport Standard Details	12 PAGES
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- 205 Curb, Gutter & Sidewalk
- 209 Concrete Construction Notes and Jointing Details
- 219 City Monument
- 302 Sanitary Manhole Retrofit Construction
- 501A Adjusting Utility Boxes

Caltrans Standard Plans	18 PAGES
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- A20A-A24H – Pavement Markers, Traffic Lines and Pavement Markings
- A87B – Hot Mix Asphalt Dikes
- A88A & B – Curb Ramp Details

Project No.: 220139

 Project Name: City of Lakeport FDR Treatment Testing

 Client: City of Lakeport

 Street: Green Street

 Treatment Types: 3% Lime, 5% Lime, 3% Cement, 5% Cement
1.5% Cement / 1.5% Lime, 2.5% Cement / 2.5% Lime

3.0% Lime					
Specimen ID	Dry Density (lbs/cu.ft)	Moisture Content	% Compaction	7 Day UCS (psi)	28 DAY UCS (psi)
A	127.8	8.0	95%	171	
B	129.2	8.0	96%	168	
C	130.0	8.0	96%	181	
D	128.6	8.0	95%		262
E	129.3	8.0	96%		257
F	127.6	8.0	95%		279

3.0% Cement					
Specimen ID	Dry Density (lbs/cu.ft)	Moisture Content	% Compaction	7 Day UCS (psi)	28 DAY UCS (psi)
A	128.5	7.6	94%	283	
B	129.3	7.6	94%	307	
C	129.4	7.6	94%	301	
D	129.1	7.6	94%		433
E	130.2	7.6	95%		441
F	128.6	7.6	94%		429

1.5% Lime / 1.5% Cement					
Specimen ID	Dry Density (lbs/cu.ft)	Moisture Content	% Compaction	7 Day UCS (psi)	28 DAY UCS (psi)
A	126.8	7.7	94%	192	
B	127.1	7.7	94%	188	
C	126.5	7.7	93%	179	
D	127.3	7.7	94%		317
E	127.2	7.7	94%		298
F	126.9	7.7	94%		273

ASTM D 1557 Maximum Dry Density and Optimum Moisture Contents		
Treatment	Max Dry Density (lbs/cu.ft.)	Optimum Moisture (%)
3% Lime	135.0	7.4
3% Cement	137.2	7.5
1.5% Lime / 1.5% Cement	135.6	7.7

5.0% Lime					
Specimen ID	Dry Density (lbs/cu.ft)	Moisture Content	% Compaction	7 Day UCS (psi)	28 DAY UCS (psi)
A	127.1	7.9	95%	193	
B	127.8	7.9	95%	189	
C	127.6	7.9	95%	188	
D	128.2	7.9	96%		221
E	128.1	7.9	96%		242
F	127.9	7.9	95%		248

5.0% Cement					
Specimen ID	Dry Density (lbs/cu.ft)	Moisture Content	% Compaction	7 Day UCS (psi)	28 DAY UCS (psi)
A	127.9	7.7	93%	433	
B	128.7	7.7	94%	449	
C	128.7	7.7	94%	458	
D	128.5	7.7	94%		710
E	128.1	7.7	94%		693
F	128.6	7.7	94%		698

2.5% Lime / 2.5% Cement					
Specimen ID	Dry Density (lbs/cu.ft)	Moisture Content	% Compaction	7 Day UCS (psi)	28 DAY UCS (psi)
A	126.3	7.6	94%	193	
B	126.9	7.6	94%	198	
C	127.1	7.6	94%	207	
D	126.8	7.6	94%		297
E	126.7	7.6	94%		318
F	127.2	7.6	95%		322

ASTM D 1557 Maximum Dry Density and Optimum Moisture Contents		
Treatment	Max Dry Density (lbs/cu.ft.)	Optimum Moisture (%)
5% Lime	134.1	7.8
5% Cement	136.8	8.1
2.5% Lime / 2.5% Cement	134.5	8.0



Section G

CURB, GUTTER & SIDEWALK

SCALE: NONE

DRAWN: MPW

CHK: PRC

APPVD:

Paul R. Davis

DATE: FEB 2018

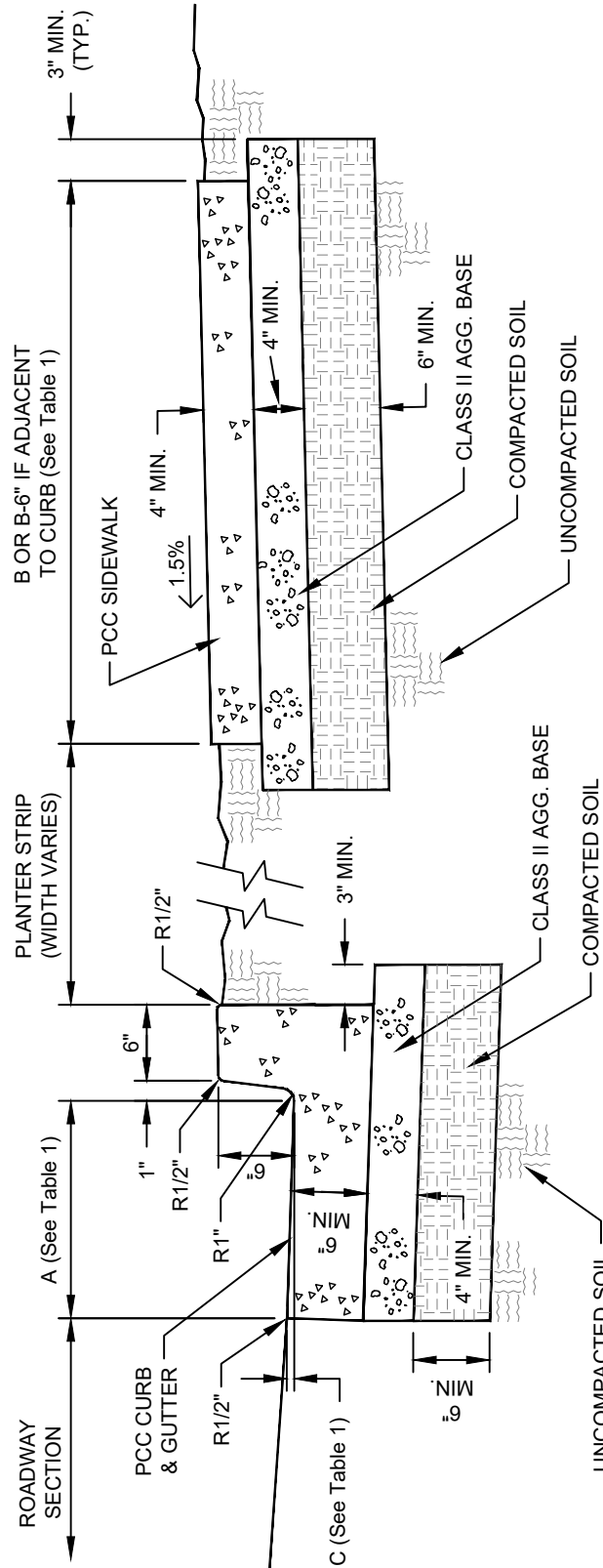
SHEET 1 OF 2

STD. NO.
205

BID NO. 23-02

TABLE NO. 1

DIMENSION	EXISTING	RESIDENTIAL	ALL OTHERS
A	MATCH	18"	24"
B	MATCH	5' (60")	8' (96") MINIMUM
C	MATCH	1-1/4" MIN / 1-3/8" MAX.	1-5/8" MIN / 1-3/4" MAX.



STANDARD CURB & GUTTER

NTS

STANDARD SIDEWALK

NTS



Section G

CURB, GUTTER & SIDEWALK

SCALE: NONE

DRAWN: MPW

CHK: PRC

APPVD: *Paul R. Larson*

DATE: FEB 2018

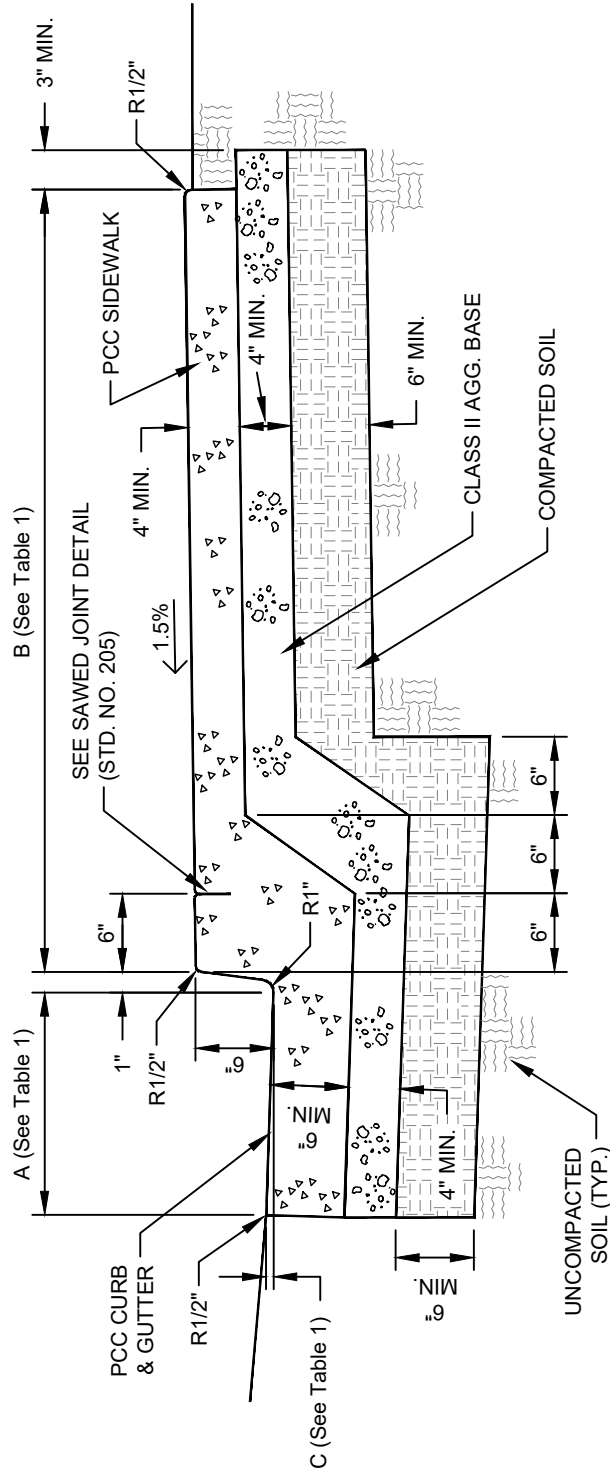
SHEET 2 OF 2

STD. NO.
205

BID NO. 23-02

TABLE NO. 1

DIMENSION	EXISTING	RESIDENTIAL	ALL OTHERS
A	MATCH	18"	24"
B	MATCH	5' (60")	8' (96") MINIMUM
C	MATCH	1-1/4" MIN / 1-3/8" MAX.	1-5/8" MIN / 1-3/4" MAX.



INTEGRAL CURB, GUTTER & SIDEWALK DETAIL

NTS

CONCRETE CONSTRUCTION NOTES:

- These notes are applicable to all concrete construction including curb; curb & gutter; sidewalks (Std. Plan 205); driveways (Std Plan 210) cross gutters (Std Plan 218); bus pads (Std. Plan 211) or other miscellaneous surface concrete improvements in the City right of way.
- All concrete shall be jointed per Standard Plan 209. Deepening of joints by saw cutting shall be performed after the concrete has sufficiently set to prevent damage by prior to 24 hours after placement. Concrete which has uncontrolled cracking (within 1 year of installation) due to failure to comply with jointing requirements shall be removed and replaced at the contractor's expense.
- Concrete shall conform to Section 90 of the latest edition of the Caltrans Standard Specifications and as follows:

Facility Type	Max. Aggregate Size	Concrete Strength (PSI)	Fibermesh Rate	Min. Cementitious Material (lbs)	Max. Slump (inches)
Sidewalk	1"	2500	1.5 lbs/yd (0.01%)	470	5
Curb/Curb & Gutter					
Driveway		3000	3.0 lbs/yd (0.02%)	564	4
Cross Gutter					3
Bus Stop					

- Steel reinforcement shall conform to Section 52 of the latest edition of the Caltrans Standard Specifications, Grade 40 or 60.
- Fibermesh shall be polypropylene fibers or equivalent, 3/4" minimum length, and thoroughly mixed into the concrete.
- Unless otherwise approved in writing by the City Engineer or Building Official, concrete surfaces shall receive a uniform medium broom finish.
- Rebar dowels are required at all cold joint or ties to existing concrete facilities. 18" x 1/2" deformed bar dowels. Dowels may be wet set into concrete between placements or shall be embedded a minimum 8 inches into the existing concrete sidewalks, curbs, gutter, cross gutters, bus stops, etc. The dowel shall be fully inserted and cemented in place with 2 part epoxy (Simpson SET Epoxy Adhesive) or equivalent. Dowels shall have a maximum spacing of 18 inches with 2 minimum per location required.
- Expansion joints consisting of 1/4 inch thick preformed joint filler. Finish concrete adjacent to expansion joints with an edger tool. Expansion joints shall be placed at curb returns, interior corners of islands, and every 40 lineal feet. Shape filler to match concrete surface.
- Subgrade preparation shall consist of scarifying: moisture conditioning to +/- 2% of optimum, and compacting the top 6 inches of native material to 90% to 95% relative compaction.

NOTES CONTINUE ON SHEET 2

SHEET 1 OF 5



CONCRETE CONSTRUCTION NOTES & JOINTING DETAILS

STD. NO.
209

SCALE: NONE

DRAWN: MPW

CHK: PRC

APPVD:

Paul R. L...

DATE: FEB 2018

CONCRETE CONSTRUCTION NOTES (Continued):

10. Aggregate base shall be placed to the depth indicated on the applicable Standard Plan. Aggregate base shall be Class 2 aggregate base per Caltrans Standard Specification Section 26. The aggregate base shall be moisture conditioned to optimum or above and compacted to 90% to 95% relative compaction. Compaction shall be per ASTM D1557 or CT 216 laboratory density and CT 231 or ASTM D6938.
11. All curb ramps shall comply with most current California accessibility requirements and Caltrans Standard Plan requirements. Truncated domes shall be Armor-Tile brick red color unless an equal product is approved in writing by the City Engineer or Building Official.
12. The gap between the subgrade and bottom of the form boards shall not exceed 2 inches. Mushroom concrete excreted under the forms shall be removed prior to backfilling.
13. At trees or other obstructions, a minimum width of 42 inches shall be maintained between the edge of the sidewalk and the obstruction. If the obstruction is wider than 12 inches, the minimum width shall be 48 inches.
14. Where the sidewalk is being replaced due to tree root damage, special construction is required. Concrete elevation adjustments shall be approved by the City Engineer or Building Official prior to the work being performed. Aggregate base shall be replaced with coarse sand. No. 3 longitudinal reinforcement shall be placed on 16 inch centers. The reinforcement shall be extended to a minimum of 15 feet to each side of the tree. In addition, fibermesh shall be used in the concrete. The maximum longitudinal sidewalk slope shall be 4.5%. Expansion joints shall be centered on the trees with the rebar extending through the expansion joint material.

SHEET 2 OF 5



CONCRETE CONSTRUCTION NOTES & JOINTING DETAILS

STD. NO.
209

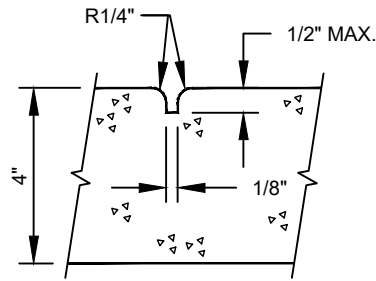
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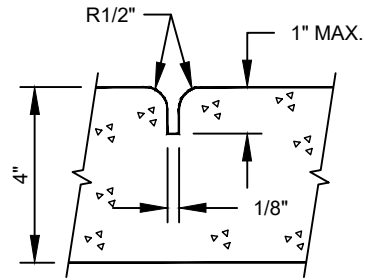
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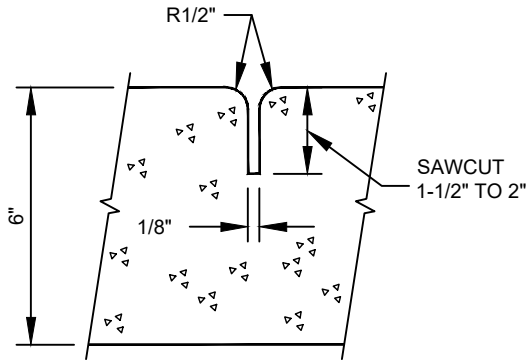
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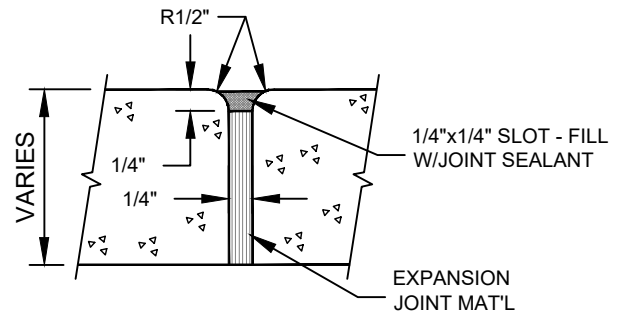
SIDEWALK SCOREMARK (SM)



CONTROL JOINT - 4" SIDEWALK (CJ-4)



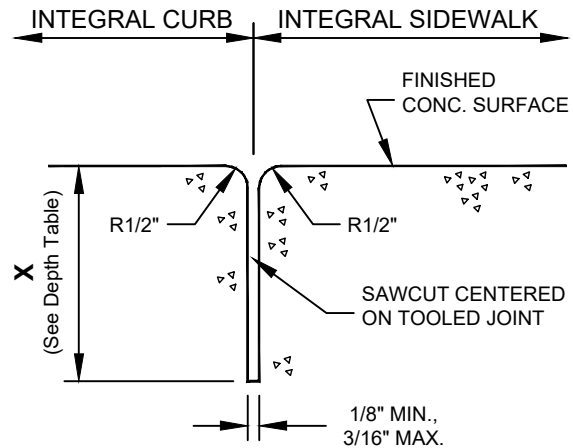
CONTROL JOINT - DRIVEWAYS,
CURB & GUTTER, CROSS-GUTTERS (CJ-6)



EXPANSION JOINT - 4" SIDEWALK (EJ)

"X" DEPTH TABLE

LOCATION	MIN.	MAX.
INTEGRAL CURB @ SIDEWALK	2-3/4"	3"
GUTTER, CROSS- GUTTER, DRIVEWAY	1-1/2"	2"



SAWN JOINT DETAIL

CONTROL SCOREMARKS / CONTROL JOINTS

NTS

SHEET 3 OF 5



CONCRETE CONSTRUCTION NOTES & JOINTING DETAILS

STD. NO.
209

SCALE: NONE

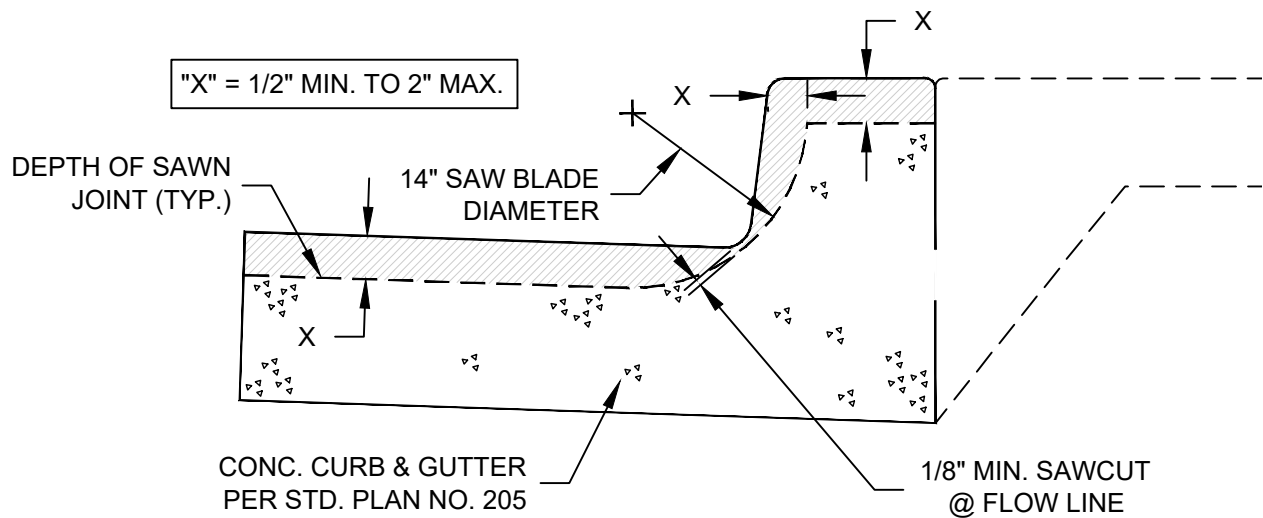
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CHK: PRC

APPVD: *Paul R. Brown*

DATE: FEB 2018

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Layout Name: 209 (4) Plot Date: Feb 07, 2018 at 14:05



SAWN CONTROL JOINT @ GUTTER DETAIL

NTS

SHEET 4 OF 5



CONCRETE CONSTRUCTION NOTES & JOINTING DETAILS

STD. NO.
209

SCALE: NONE

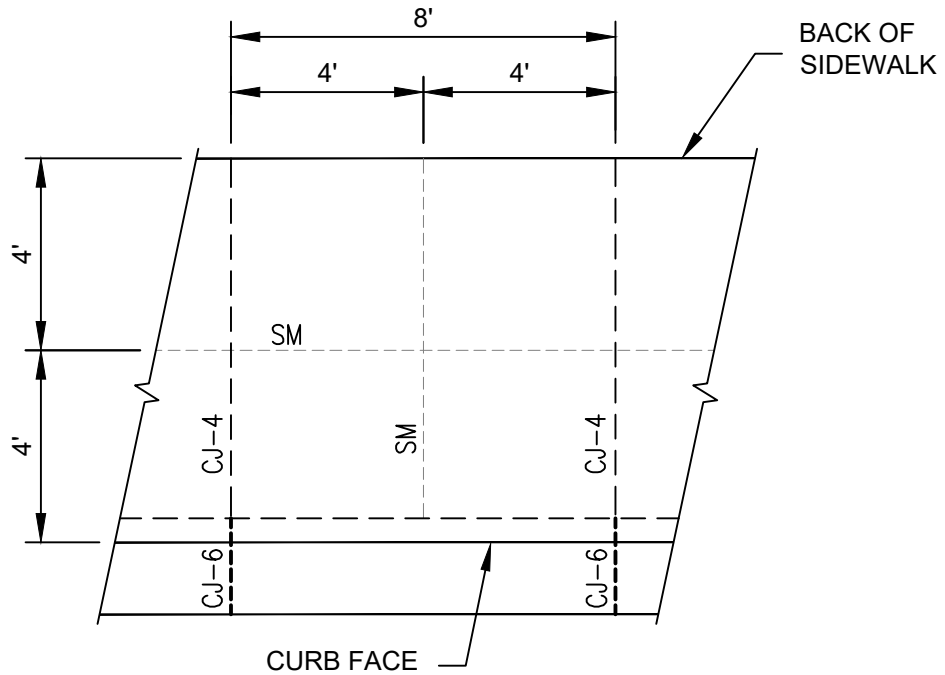
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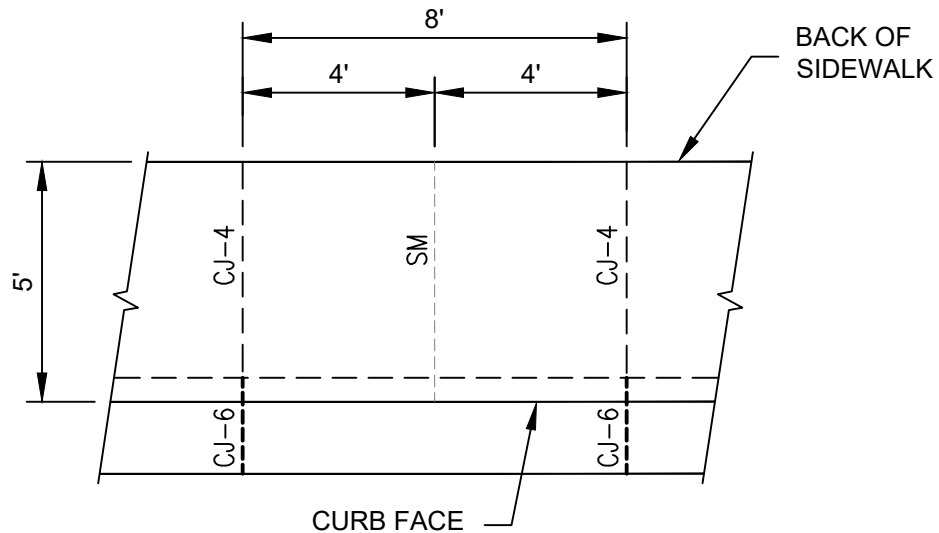
APPVD: *Paul R. Brown*

DATE: FEB 2018

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Layout Name: 209 (5) Plot Date: Feb 07, 2018 at 14:05



COMMERCIAL/INDUSTRIAL JOINT SPACING



RESIDENTIAL JOINT SPACING

KEY

- CJ-4 = CONTROL JOINT (4" DEPTH)
- CJ-6 = CONTROL JOINT (6" DEPTH)
- SM = SCORE MARK

NOTE: SEE STANDARD PLAN 209, SHEET NOS. 3 & 4
FOR JOINTING DEPTH DETAILS.

SHEET 5 OF 5



CONCRETE CONSTRUCTION NOTES & JOINTING DETAILS

STD. NO.
209

SCALE: NONE

DRAWN: MPW

CHK: PRC

APPVD: *Paul R. Brown*

DATE: FEB 2018

GENERAL NOTES

1. CONTRACTOR SHALL LET 12" 7 SACK CONCRETE COLLAR CURE FOR 24 HOURS PRIOR TO TRAFFIC LOADING. COVER MANHOLE WITH STEEL PLATE.
2. CONTRACTOR SHALL SUBMIT THE FOLLOWING IN ACCORDANCE WITH THE SPECIFICATIONS:
 - A. WORK PLAN – INCLUDES SCHEDULE, EQUIPMENT LIST, DEMOLITION/CONSTRUCTION PROCEDURE, TRAFFIC CONTROL.
 - B. HOT MIX ASPHALT PER SCSS CITY STANDARDS SECTION 39.
 - C. PORTLAND CEMENT CONCRETE PER SCSS CITY STANDARDS SECTION 40.
 - D. HDPE RING CUT SHEET.
 - E. TAPE PRODUCT DESCRIPTION.
 - F. FOAM PRODUCT DESCRIPTION.
3. CONTRACTOR SHALL BE LIABLE FOR ALL FALLEN DEBRIS IN THE SEWER MANHOLE FROM THEIR DEMOLITION ACTIVITY. IF CLOGGING OF SEWER SYSTEM OCCURS DUE TO CONTRACTOR NEGLIGENCE, THE CONTRACTOR SHALL BE LIABLE TO ALL COSTS THAT OCCURRED AND SHALL BE HELD FULLY RESPONSIBLE FOR SEWER BACK-UPS SUBSEQUENT COSTS.

SHEET 1 OF 3



SANITARY MANHOLE RETROFIT GENERAL NOTES

STD. NO.

302

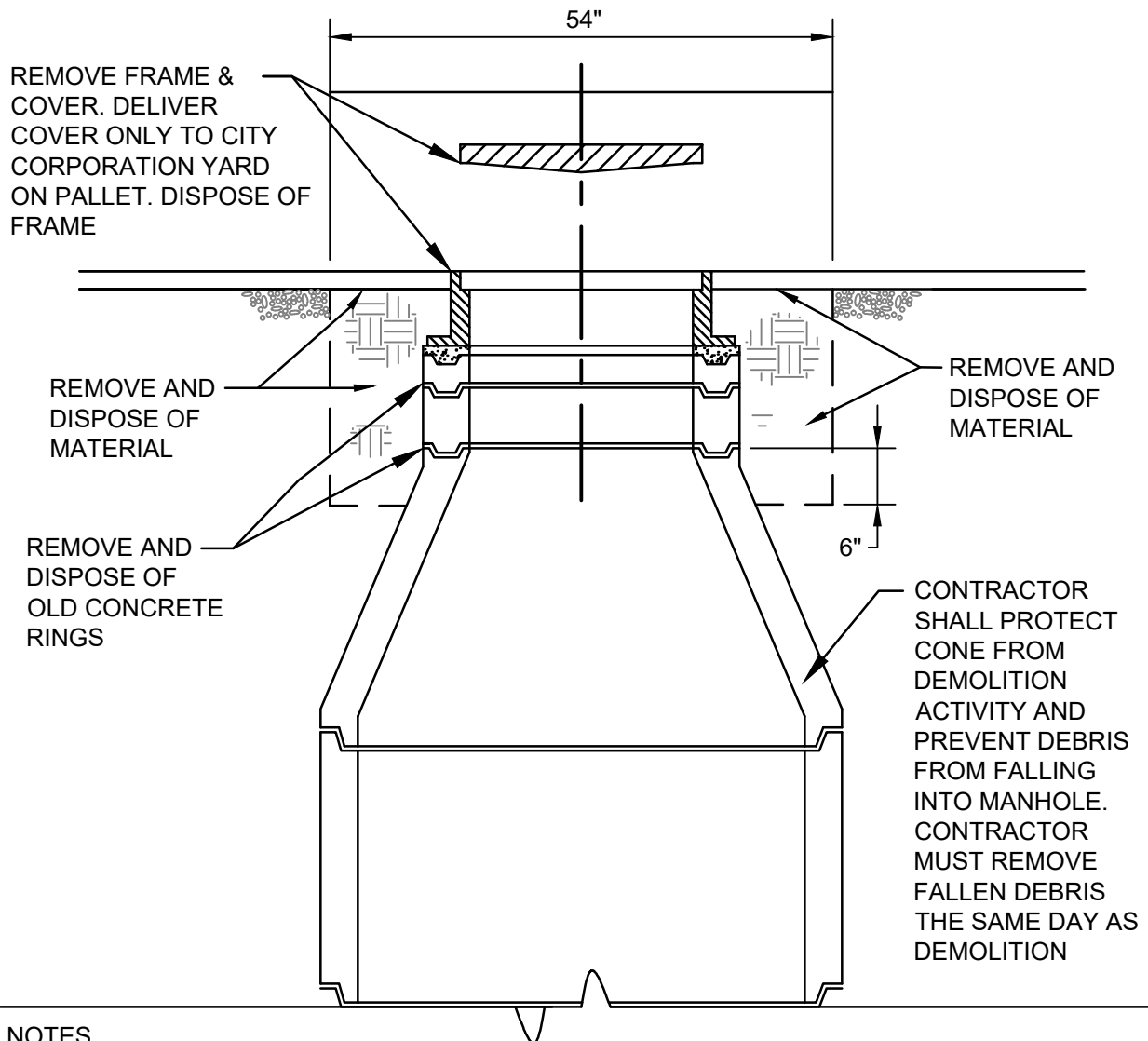
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DRAWN: CFB

CHK: MGK

APPVD:

DATE: JUN 2012



NOTES

1. PRECAUTIONS MUST BE TAKEN TO PREVENT DEBRIS FROM ENTERING THE MANHOLE DURING THE ENTIRE REMOVAL AND RECONSTRUCTION PROCESS.
A TEMPORARY PROTECTIVE SHEET OR PLATFORM SHALL BE INSTALLED INSIDE THE EXISTING MANHOLE CONE SECTION TO PREVENT DEBRIS FROM DEMOLITION AND CONSTRUCTION FROM
2. CLOGGING THE MANHOLE AND SEWER MAINS. REMOVE DEBRIS AND SHEET AFTER COMPLETION OF WORK.
3. CUT AND REMOVE THE ASPHALT PAVEMENT AROUND THE EXISTING MANHOLE CASTING. DISPOSE OF THE ASPHALT.
REMOVE ALL ADJUSTING RINGS TO THE TOP OF THE CONCRETE CONE. DISPOSE OF THIS MATERIAL.
4. REMOVE ALL AGGREGATE AROUND THE MANHOLE THAT HAS BEEN EXPOSED BY THE ASPHALT REMOVAL AND DISPOSE OF THIS AGGREGATE. THE AGGREGATE MUST BE REMOVED TO A MINIMUM OF 6" BELOW THE LEVEL OF THE TOP OF THE CONCRETE CONE.
5. CLEAN AND INSPECT THE TOP SURFACE OF THE CONCRETE CONE. THE SURFACE SHOULD BE SMOOTH AND FREE OF BUMPS AND PITS THAT MAY PREVENT A GOOD WATER TIGHT SEAL.
6. GRIND THE SURFACE AS NEEDED TO REMOVE PROTRUSIONS. UTILIZE COMPRESSED AIR TO BLOW DUST AND DEBRIS FROM THE SURFACE AFTER GRINDING. UTILIZE A HYDRAULIC CEMENT, ACCORDING TO MANUFACTURER'S RECOMMENDATIONS, TO FILL IN DEPRESSIONS.

SHEET 2 OF 3



SANITARY MANHOLE RETROFIT DEMOLITION

STD. NO.

302

SCALE: NONE

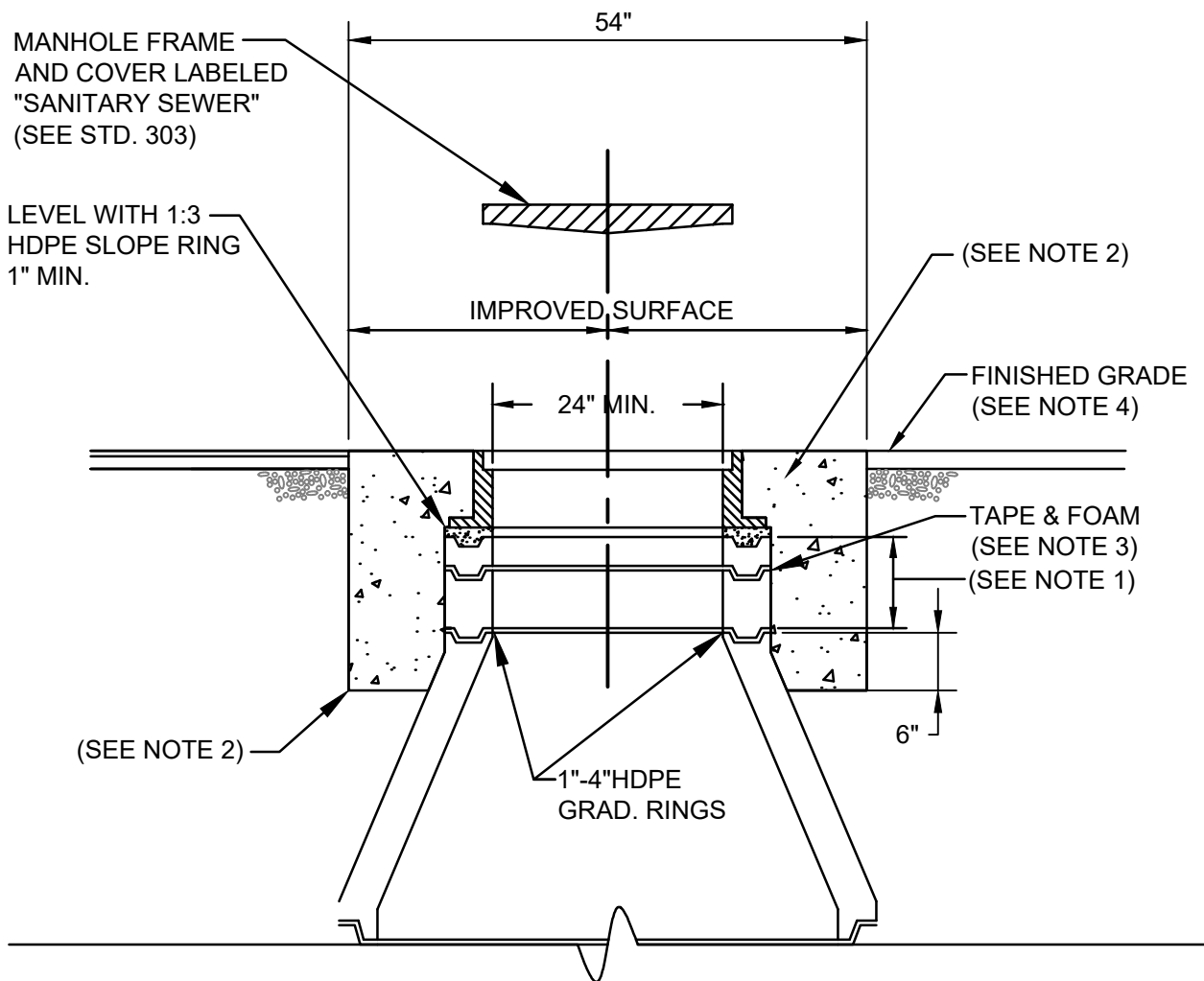
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CHK: MGK

APPVD:

[Signature]

DATE: JUN 2012



NOTES

1. MIN. OF ONE 3" GRADE ADJUSTMENT RING. DEPTH VARIES
2. 7 SACK CONCRETE COLLAR SHALL BE FLUSH WITH FINISHED GRADE.
3. INSTALL CONSTRUCTION FOAM BETWEEN THE BOTTOM HDPE RING AND THE CONE AND THE TOP HDPE RING AND THE MANHOLE FRAME. WRAP ALL HDPE RINGS WITH 50 MIL 6 INCH WIDE CORROSION TAPE. EXTEND CORROSION TAPE 3 INCHES BELOW THE LAST RING ONTO THE CONE.
4. COMPLETED HOT MIX ASPHALT SHOULD MAKE A SMOOTH TRANSITION FROM THE EXISTING PAVING TO THE CASTING IN ALL DIRECTIONS.

SHEET 3 OF 3



SANITARY MANHOLE RETROFIT CONSTRUCTION

STD. NO.

302

SCALE: NONE

DRAWN: CFB

CHK: MGK

APPVD:

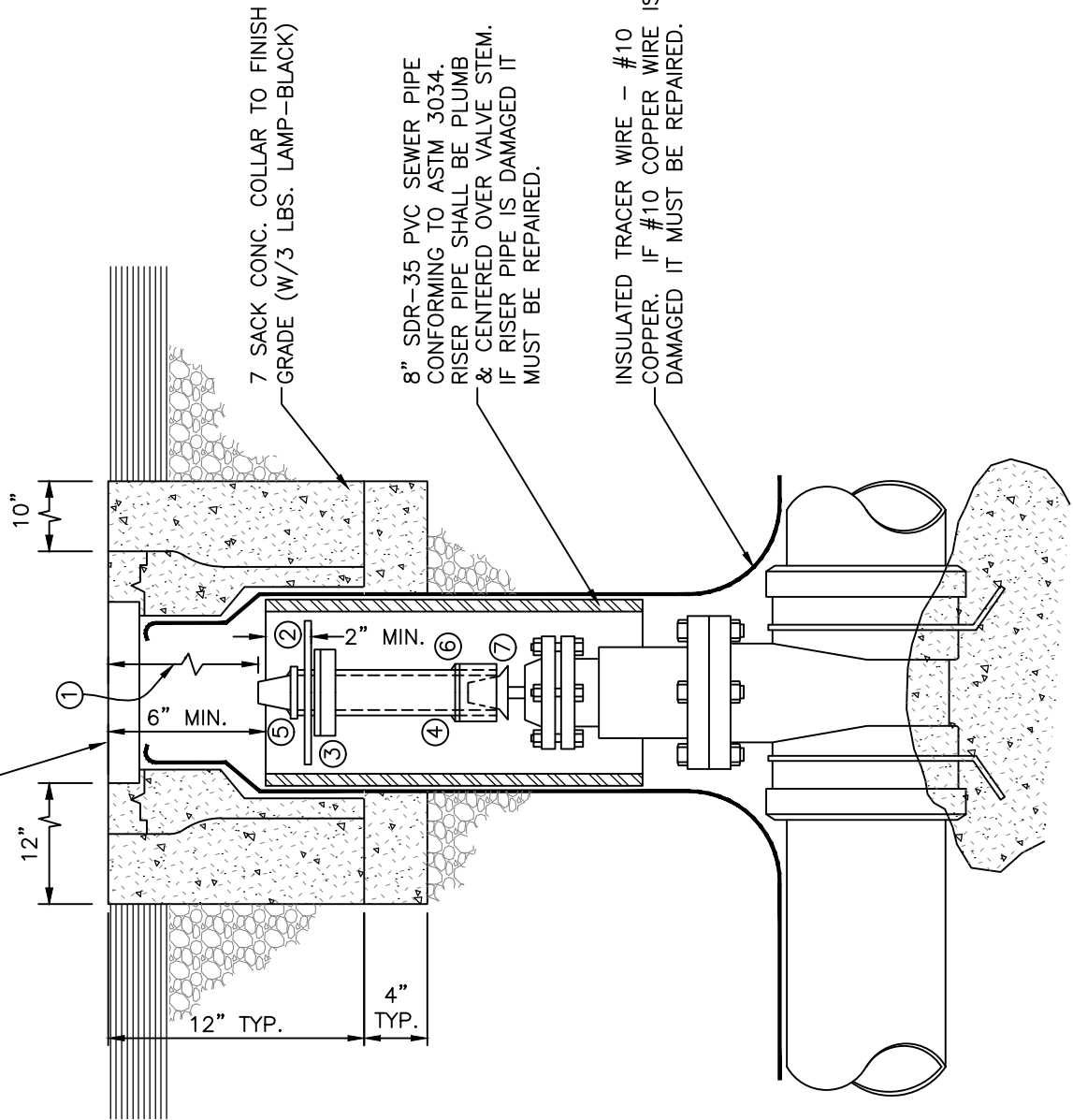
Signature

DATE: JUN 2012

NOTES:

- ① 18" MINIMUM, 30" MAX. IF VALVE IS INSTALLED SO THAT THE TOP OF THE OPERATING NUT IS LESS THAN 30" BELOW FINISHED GRADE THE VALVE STEM RISER IS NOT REQUIRED.
- ② VALVES 2" THROUGH 10" SHALL BE RESILIENT WEDGE GATE VALVES & VALVES 12" & LARGER SHALL BE BUTTERFLY VALVES (SEE STD. 522) UNLESS OTHERWISE APPROVED BY THE CITY.
- ③ ALL EXTERNAL BOLTS & NUTS ON VALVES SHALL BE DUCTILE IRON. VALVE ASSEMBLY SHALL NOT BE POLY-WRAPPED.
- ④ SEE STD. 500 FOR GENERAL CONSTRUCTION NOTES.
- ⑤ CLEAN OUT ANY DIRT, ROCK, CONCRETE & DEBRIS DROPPED IN RISER PIPE, LEAVING THE ACCESS & OPERATION OF UTILITY IN COMPLETE WORKING CONDITION.
- ⑥ ALL STEEL REQUIRED FOR RISER FABRICATION SHALL BE STRUCTURAL STEEL PER ASTM A38.

PRECAST VALVE BOX SET FLUSH W/STREET SURFACE,
 W/CAST-IRON RINGE & COVER MARKED "WATER"



LOWERING WATER VALVE, CLEAN OUT, ETC. & RAISING TO FINISH GRADE

STD. NO.
 501A

SCALE: NONE

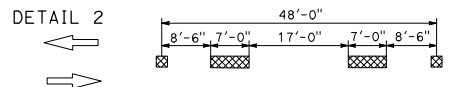
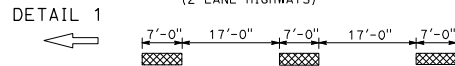
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CHK: PRC

APPVD: *Chris R. Lavin*

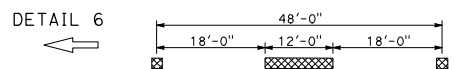
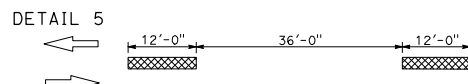
DATE: MAR 2023

CENTERLINES (2 LANE HIGHWAYS)



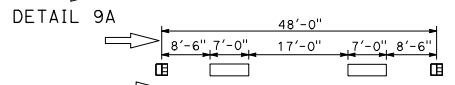
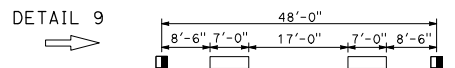
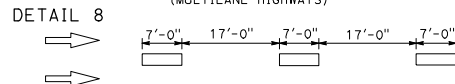
~~DETAIL 3~~ DETAIL 3 DELETED

~~DETAIL 4~~ DETAIL 4 DELETED

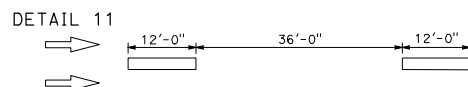


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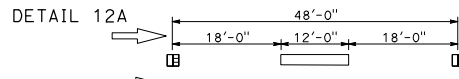
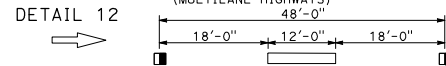
LANELINES (MULTILANE HIGHWAYS)



~~DETAIL 10~~ DETAIL 10 DELETED



LANELINES (Cont)

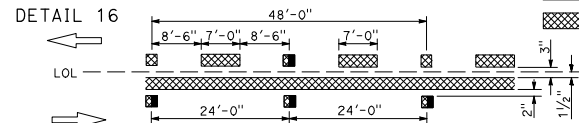
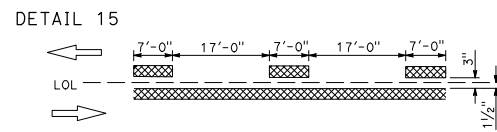


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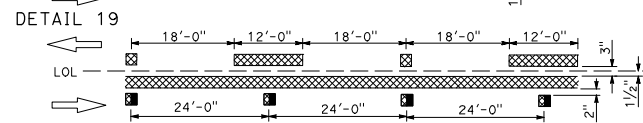
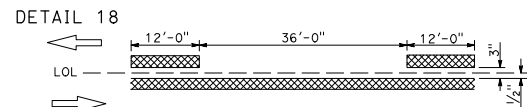
~~DETAIL 14~~ DETAIL 14 DELETED

~~DETAIL 14A~~ DETAIL 14A DELETED

NO PASSING ZONES-ONE DIRECTION

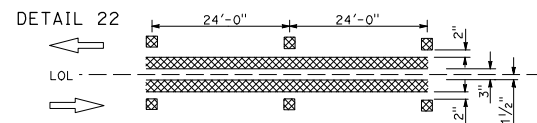
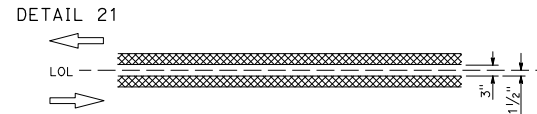


~~DETAIL 17~~ DETAIL 17 DELETED



~~DETAIL 20~~ DETAIL 20 DELETED

NO PASSING ZONES-TWO DIRECTION



~~DETAIL 23~~ DETAIL 23 DELETED

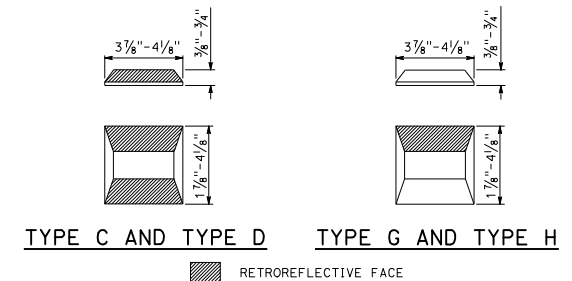
LEGEND

MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

LINES

- 6" WHITE
- 6" YELLOW



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKERS AND TRAFFIC LINES
TYPICAL DETAILS**
NO SCALE

A20A

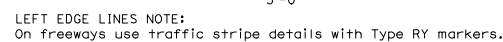
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Lee J. Haber
REGISTERED CIVIL ENGINEER

August 1, 2022
PLANS APPROVAL DATE

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No. C49132
Exp. 9-30-22
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STATE OF CALIFORNIA



~~DETAIL 33~~ DETAIL 33 DELETED

6-24-22

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
<p><i>Lee J. Huber</i> REGISTERED CIVIL ENGINEER</p> <p>August 1, 2022</p> <p>PLANS APPROVAL DATE</p> <p><u>THE STATE OF CALIFORNIA OR ITS OFFICERS</u> <u>OR AGENTS SHALL NOT BE RESPONSIBLE FOR</u> <u>THE ACCURACY OR COMPLETENESS OF SCANNED</u> <u>COPIES OF THIS PLAN SHEET.</u></p>					

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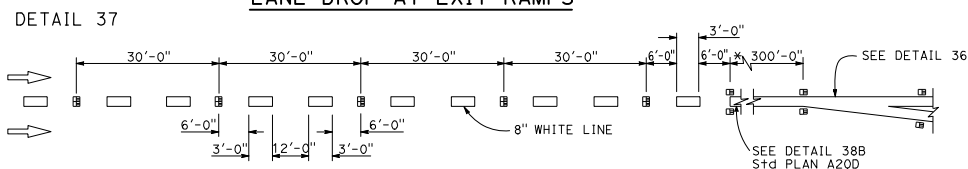
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEET

Lee J. Hader
 REGISTERED CIVIL ENGINEER

August 1, 2022
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Professional Engineer Seal:
 REGISTERED PROFESSIONAL ENGINEER
 Lee J. Hader
 No. C49132
 Exp. 9-30-22
 CIVIL
 STATE OF CALIFORNIA

[illegible]

SEE DETAILS 36A OR 36B

50'

6'-0"

15°

45°

30°

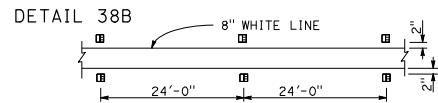
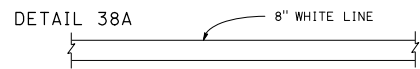
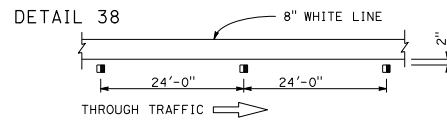
12" WHITE LINE

STATE OF CALIFORNIA

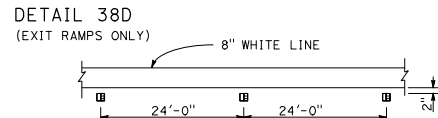
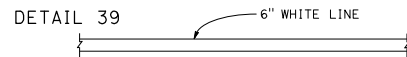
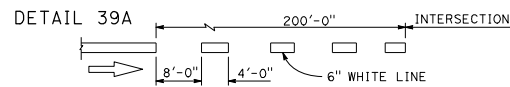
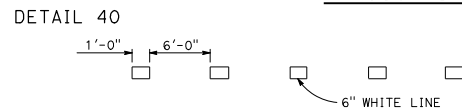
MUTUAL ENGINEERING

A20C



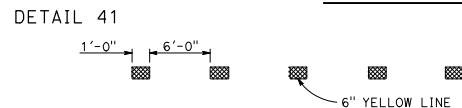
CHANNELIZING LINE

DETAIL 38C DELETED

**BIKE LANE LINE****INTERSECTION LINE
BIKE LANE****LANE LINE EXTENSIONS
THROUGH INTERSECTIONS**

DETAIL 40A DELETED

DETAIL 40A DELETED

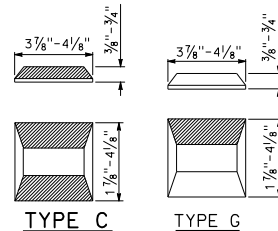
**CENTER LINE EXTENSIONS
THROUGH INTERSECTIONS**

DETAIL 41A DELETED

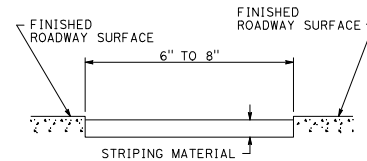
DETAIL 41A DELETED

LEGEND**MARKERS**

TYPE C RED-CLEAR RETROREFLECTIVE
TYPE G ONE-WAY CLEAR RETROREFLECTIVE
6" YELLOW LINE

MARKER DETAILS

RETROREFLECTIVE FACE

**DETAIL FOR RECESSED
TRAFFIC STRIPE**

See Notes A and B

RECESSED NOTES:

- See typical traffic line details for pavement marking patterns.
- See standard specifications for recess depth and recess striping material thickness.

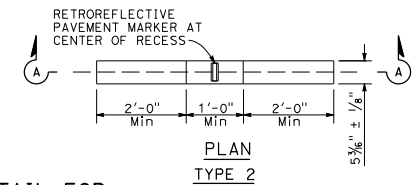
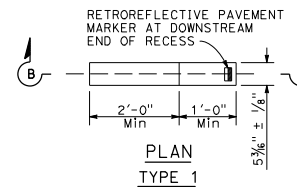
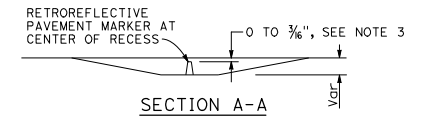
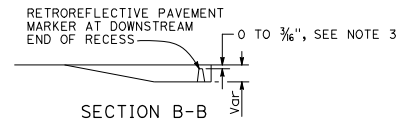
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

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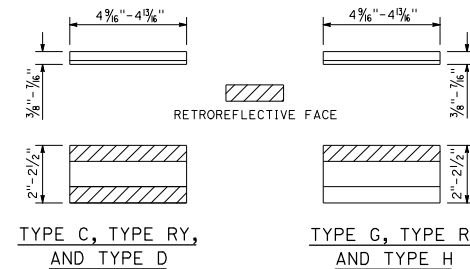
August 1, 2022
PLANS APPROVAL DATE

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**RECESS DETAIL FOR
RETROREFLECTIVE PAVEMENT MARKER**

See Note 4

**RECESSED MARKER NOTES:**

- See typical traffic line details for marker patterns to be used with recessed pavement markers.
- The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
- The top of pavement markers installed in recesses shall be 0 to 3/8" below the pavement surface.
- Use Type 1 recess for pavement markers with one-way retroreflective face. Use Type 2 recess for pavement markers with two-way retroreflective face.

**RETROREFLECTIVE PAVEMENT MARKER
FOR RECESSED INSTALLATION**

See Notes 1 and 2

**PAVEMENT MARKERS AND TRAFFIC LINES
TYPICAL DETAILS**

NO SCALE

A20D

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Lee J. Haber
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NOTE:

1. See Standard Plans A20A, A20B, A20C, A20D, and A20F for pavement markers and traffic lines typical details.



TYPICAL LANE LINE OR RIGHT EDGE LINE CONTRAST DETAIL

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKERS AND TRAFFIC LINES
TYPICAL DETAIL FOR CONTRAST STRIPING
 NO SCALE

A20E

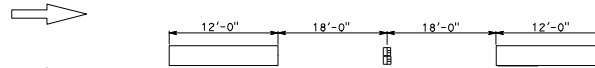
2022 STANDARD PLAN A20E

6-24-22

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PREFERENTIAL LANE LINES

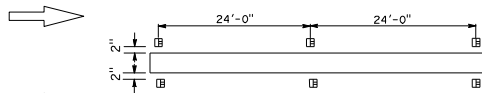
DETAIL 42



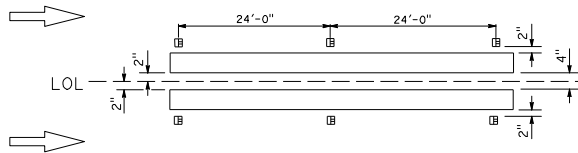
DETAIL 43



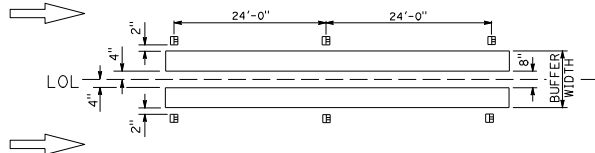
DETAIL 43A



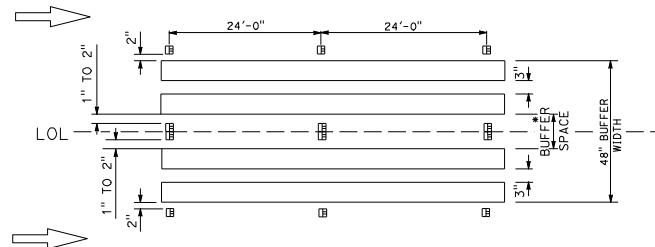
DETAIL 44A



DETAIL 44B



DETAIL 45



* If buffer space is wider than 4 feet use chevron markings.

LEGEND

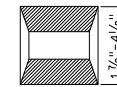
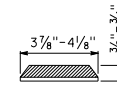
MARKERS

TYPE C RED-CLEAR RETROREFLECTIVE

LINES

8" WHITE LINE

MARKER DETAILS



TYPE C

RETROREFLECTIVE FACE

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Lee J. Hober
REGISTERED CIVIL ENGINEER

August 1, 2022
PLANS APPROVAL DATE

No. C49132
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STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

A20F

2022 STANDARD PLAN A20F

6-24-22

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BID NO. 23-02

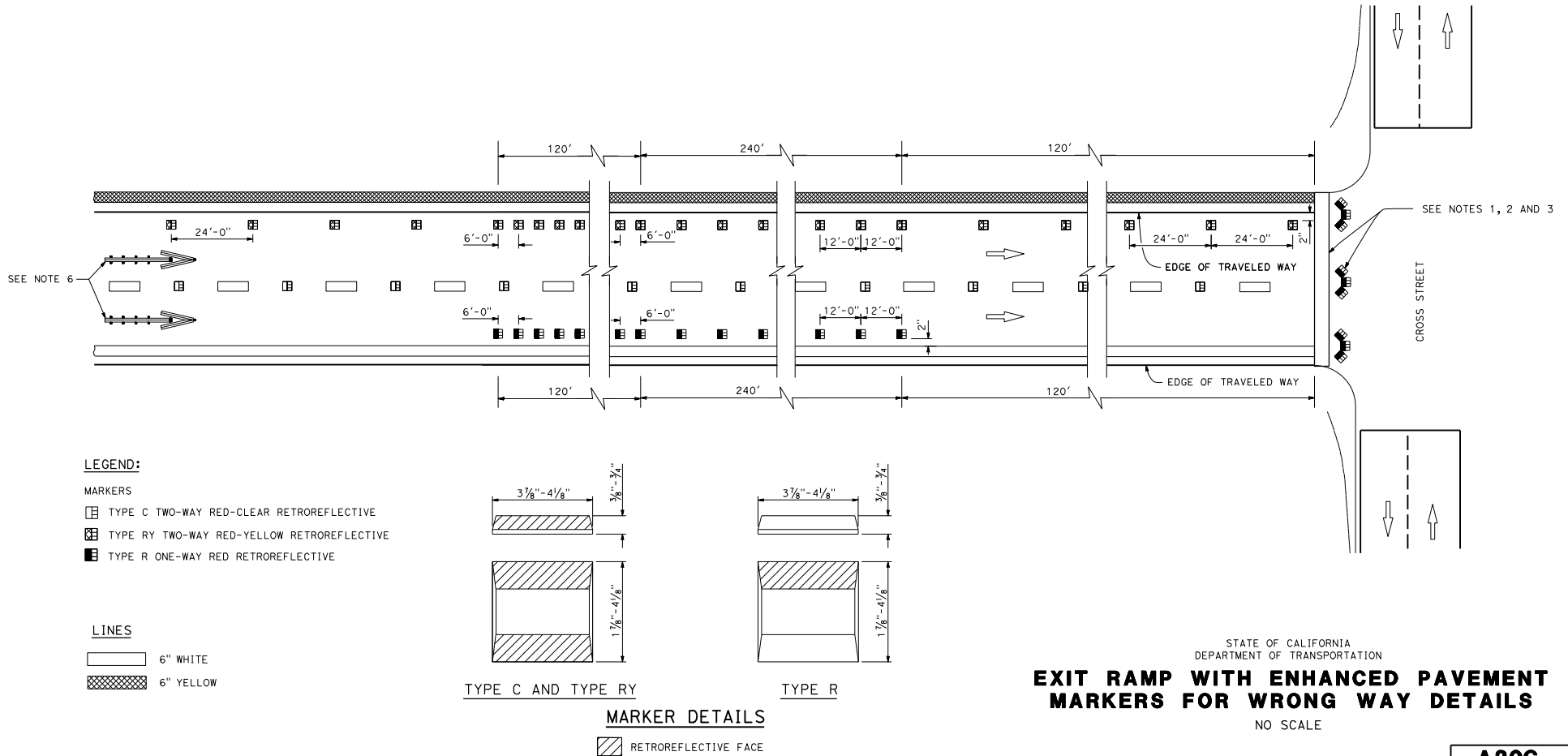
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

Lee J. Haber
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 PLANS APPROVAL DATE
 No. C49132
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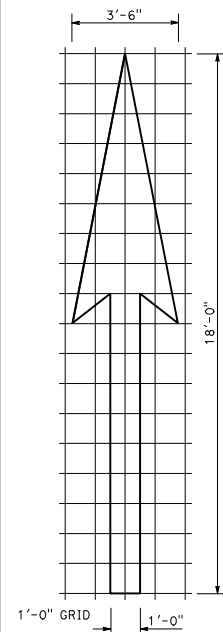
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NOTES:

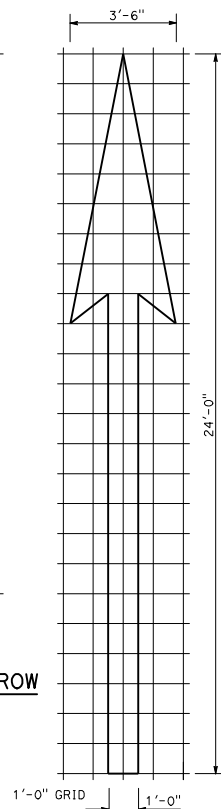
1. May be a limit line or crosswalk.
2. See Standard Plans A24F and A24G for crosswalk and pavement marker details.
3. Place Type R one-way red retroreflective markers on outermost limit line or crosswalk line with red facing the intersection.
4. The distances and marker spacings may be adjusted based on site specific conditions or exit ramp geometry.
5. The layout shown is a typical detail of an exit ramp, see Figure 3B-24 of the CA MUTCD for exit ramp configuration and arrow placement and spacing.
6. See Standard Plan A24G for Type V arrow detail with Type R one-way red retroreflective markers.



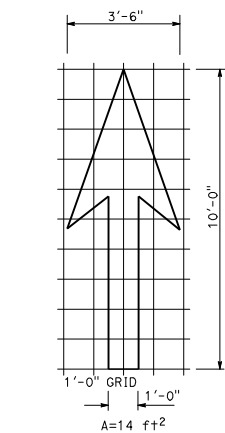
[Return to Table of Contents](#)



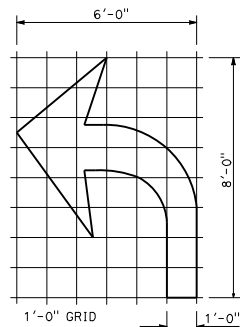
TYPE I 18'-0" ARROW
A=25 ft²



TYPE I 24'-0" ARROW
A=31 ft²

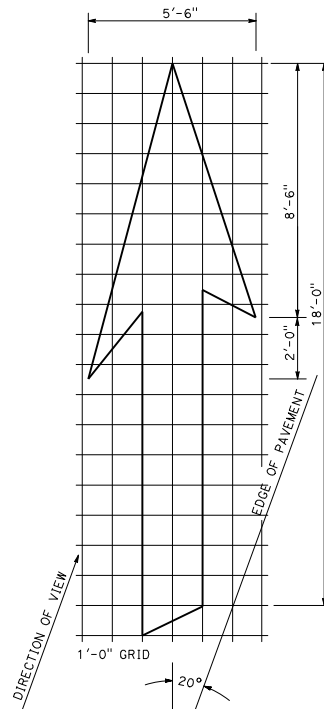


TYPE I 10'-0" ARROW
A=14 ft²

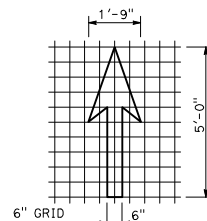


TYPE IV (L) ARROW
A=15 ft²
For Type IV (R) arrow, use mirror image.

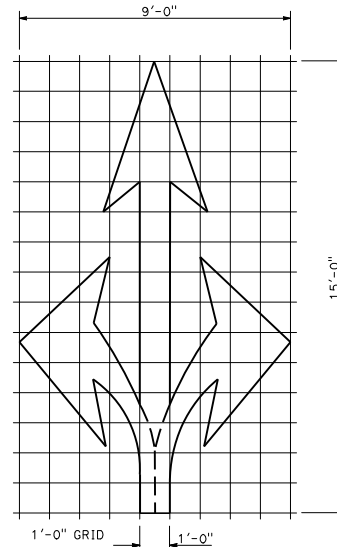
NOTE:
Minor variations in dimensions
may be accepted by the Engineer.



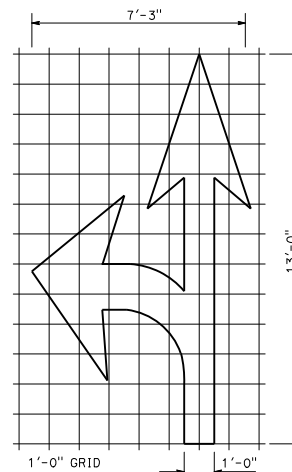
TYPE VI ARROW
A=42 ft²
Right lane drop arrow.
For left lane, use mirror image.



BIKE LANE ARROW
A=3.5 ft²



TYPE VIII ARROW
A=36 ft²

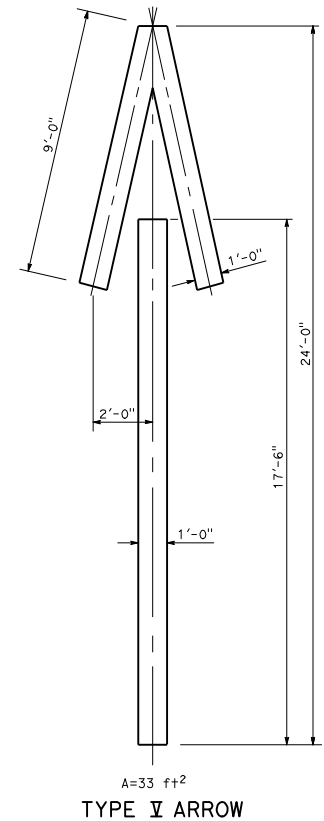


TYPE VII (L) ARROW
A=27 ft²
For Type VII (R) arrow, use mirror image.

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Registered Civil Engineer
 August 1, 2022
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TYPE I ARROW
A=33 ft²

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
ARROWS**
NO SCALE

A24A

2022 STANDARD PLAN A24A

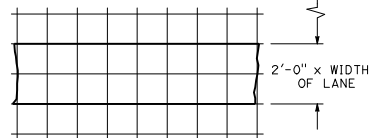
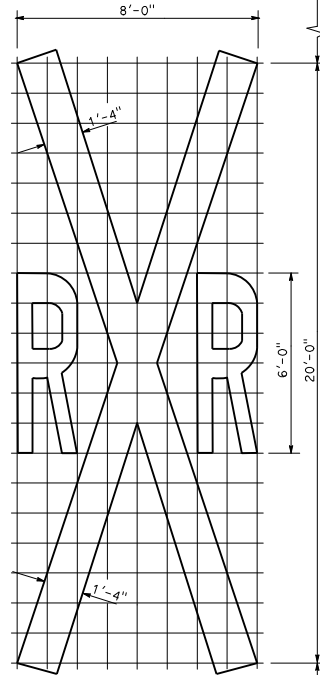
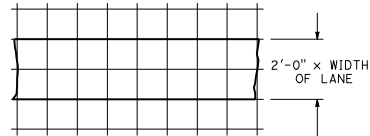
6-24-22

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

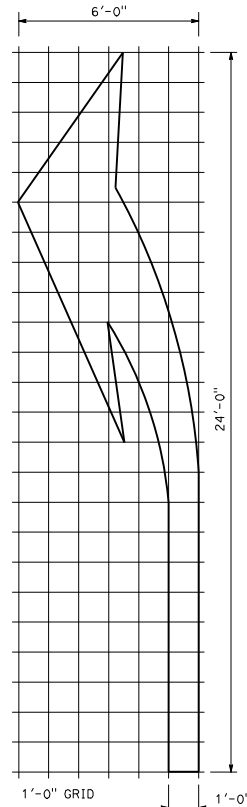
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 REGISTERED CIVIL ENGINEER
 August 1, 2022
 PLANS APPROVAL DATE
 No. C49132
 Exp. 9-30-22
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RAILROAD CROSSING SYMBOL

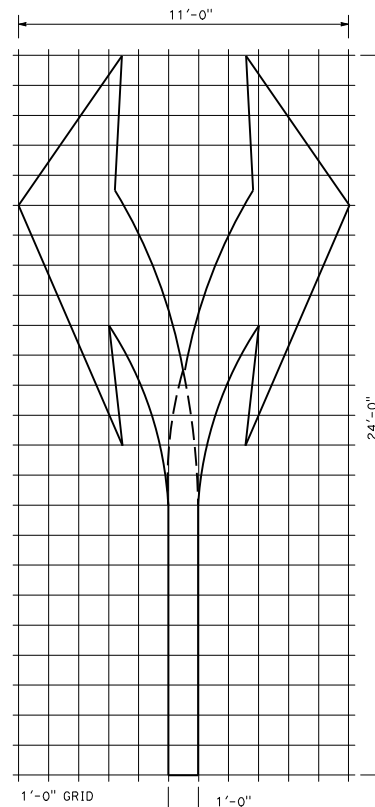
* 70 ft² does not include the 2'-0" x variable width transverse lines.



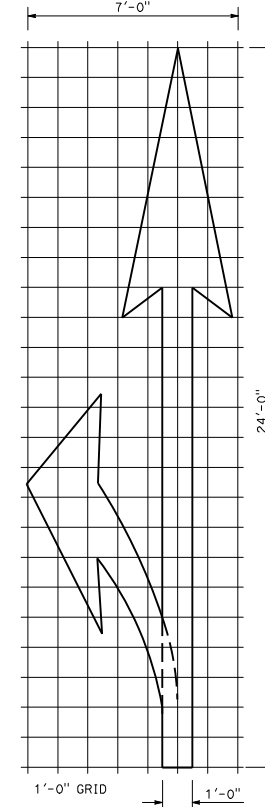
A=42 ft²
TYPE III (L) ARROW
 For Type III (R) use mirror image.

NOTE:

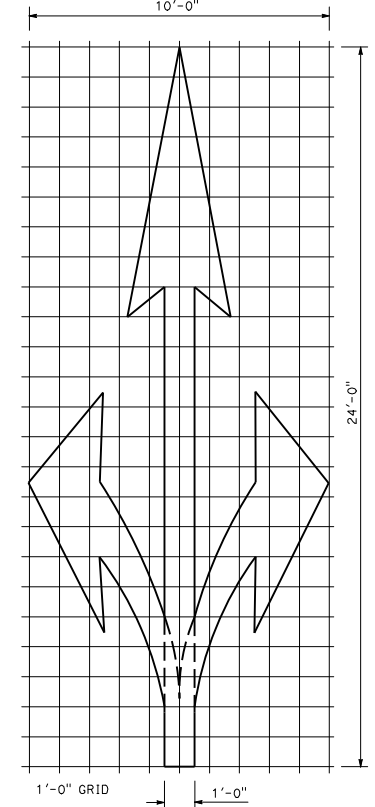
Minor variations in dimensions may be accepted by the Engineer.



A=73 ft²
TYPE III (B) ARROW



A=45 ft²
TYPE II (L) ARROW
 For Type II (R) use mirror image.

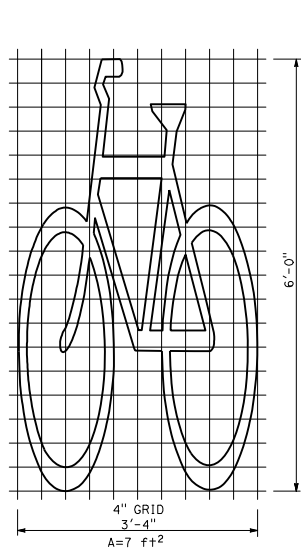


A=59 ft²
TYPE II (B) ARROW

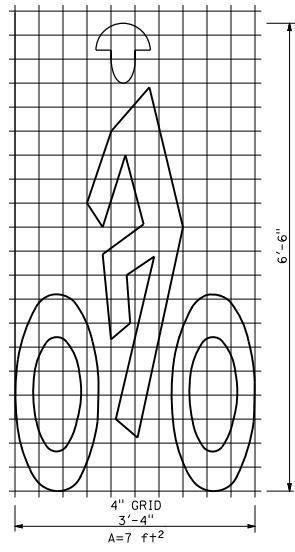
STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
 ARROWS AND SYMBOLS**
 NO SCALE

A 24B

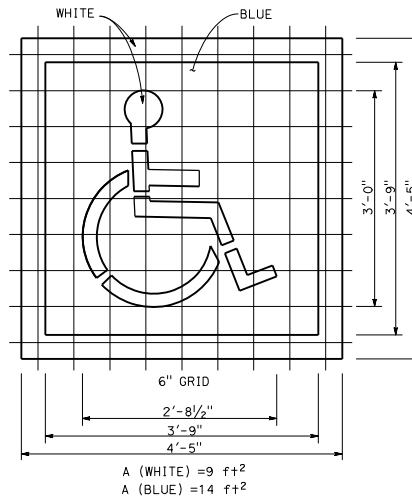
2022 STANDARD PLAN A24B



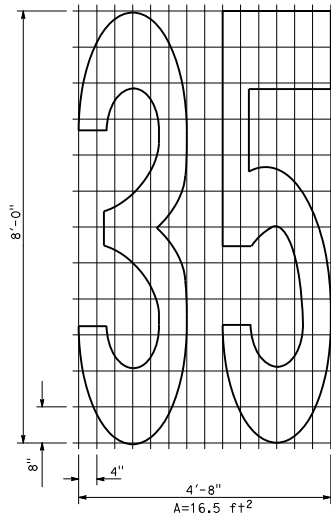
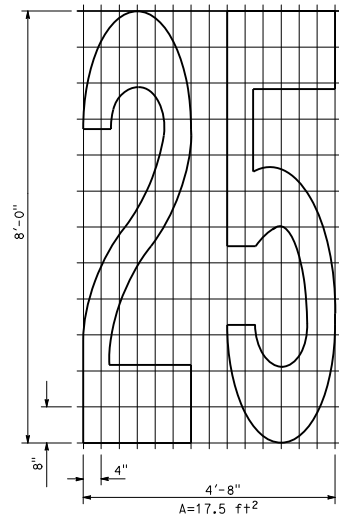
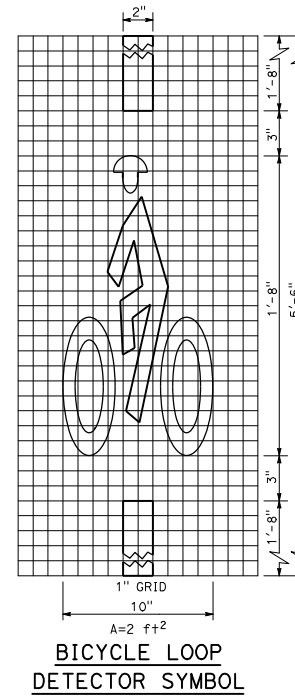
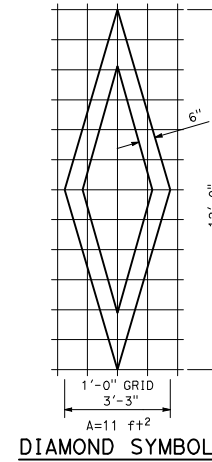
**BIKE LANE SYMBOL
WITHOUT PERSON**



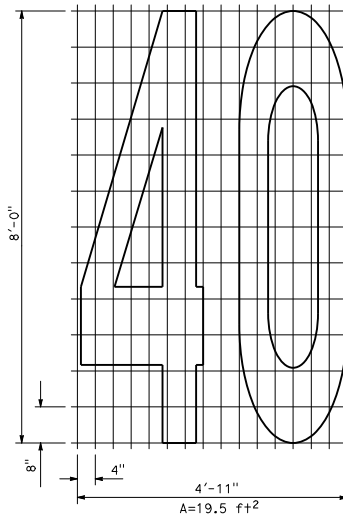
**BIKE LANE SYMBOL
WITH PERSON**



**INTERNATIONAL SYMBOL OF
ACCESSIBILITY (ISA) MARKING**



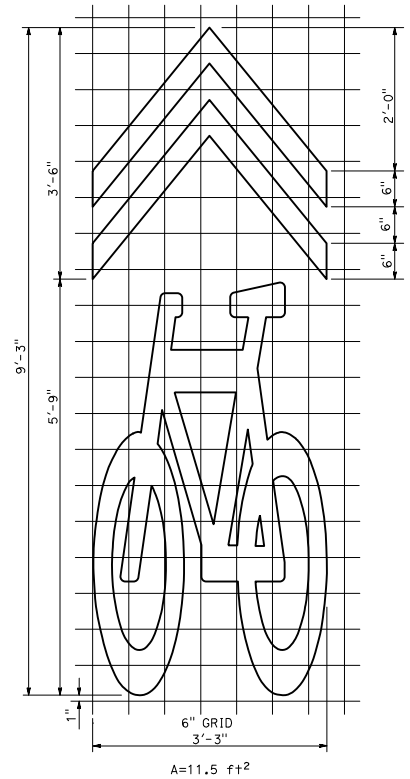
NUMERALS



DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS
Leo J. Haber REGISTERED CIVIL ENGINEER August 1, 2022 PLANS APPROVAL DATE THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.				
No. C49132 Exp. 9-30-22 CIVIL STATE OF CALIFORNIA				

NOTE:

Minor variations in dimensions may be accepted by the Engineer.



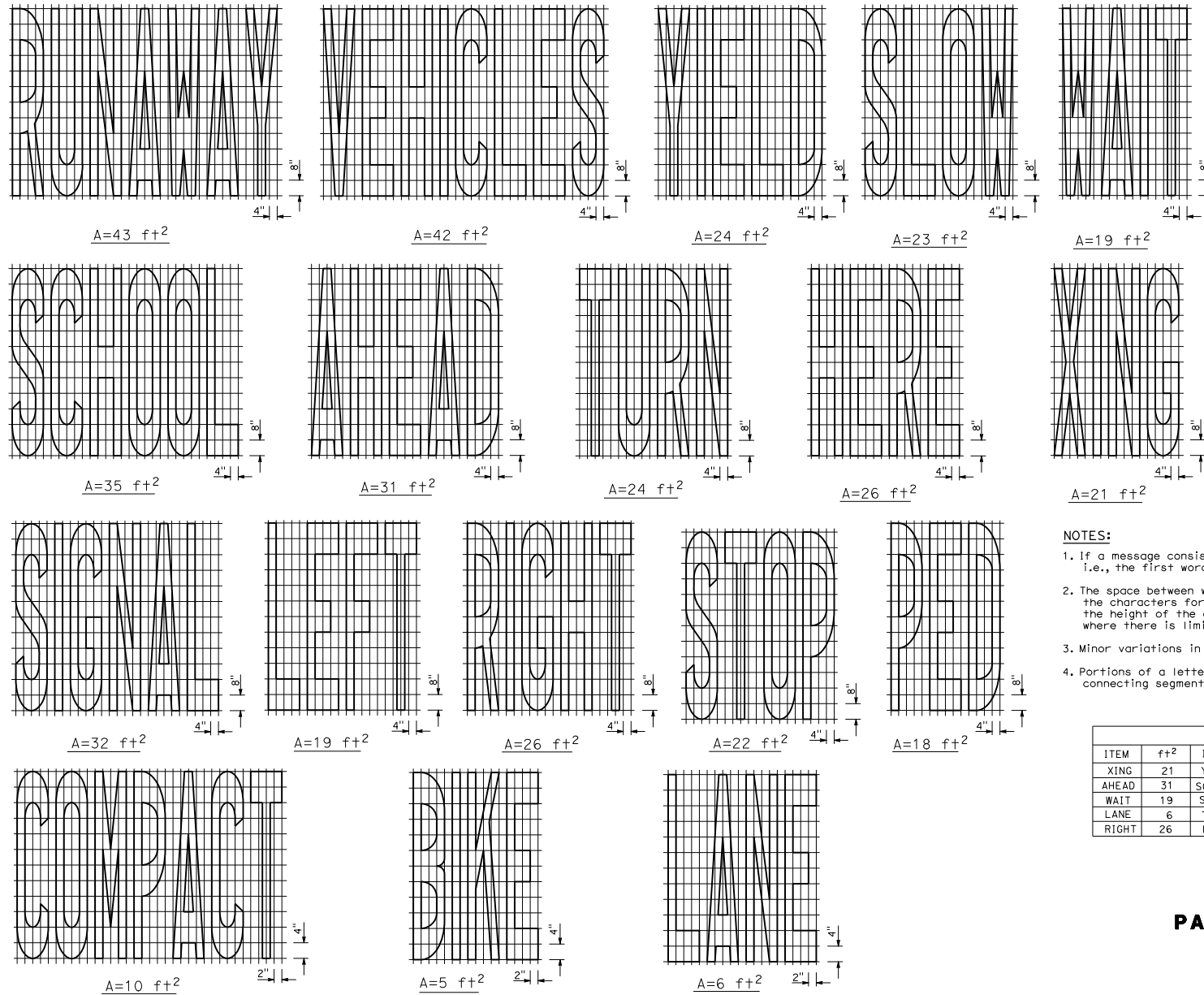
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
SYMBOLS AND NUMERALS**
NO SCALE

A24C

2022 STANDARD PLAN A24C

6-24-22

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DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
Leo J. Haber REGISTERED CIVIL ENGINEER August 1, 2022 PLANS APPROVAL DATE No. C49132 Exp. 9-30-22 CIVIL STATE OF CALIFORNIA					

NOTES:

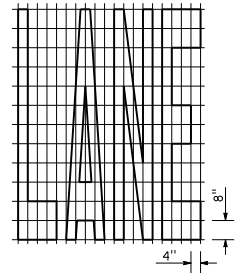
1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

WORD MARKINGS

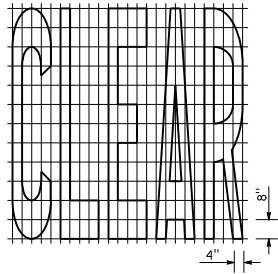
ITEM	ft²	ITEM	ft²	ITEM	ft²	ITEM	ft²
XING	21	YIELD	24	BIKE	5	PED	18
AHEAD	31	SCHOOL	35	SLOW	23	COMPACT	10
WAIT	19	SIGNAL	32	STOP	22	RUNAWAY	43
LANE	6	TURN	24	LEFT	19	VEHICLES	42
RIGHT	26	HERE	26				

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
 WORDS**
 NO SCALE

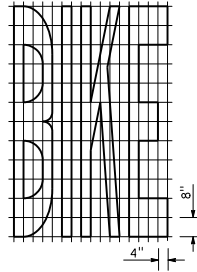
A24D



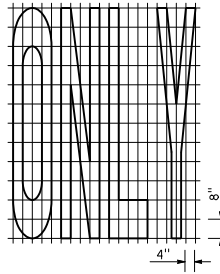
$$A=24 f+2$$



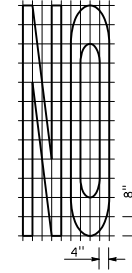
$$A=27 f+2$$



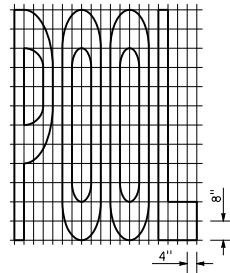
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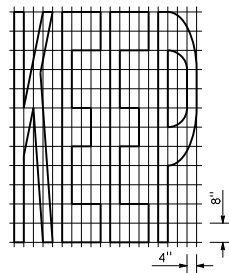
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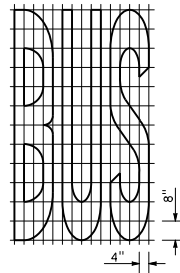
$$A=14 f+2$$



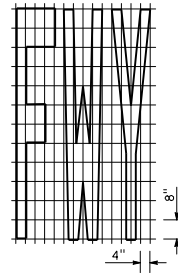
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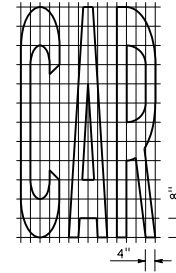
$$A=24 f+2$$



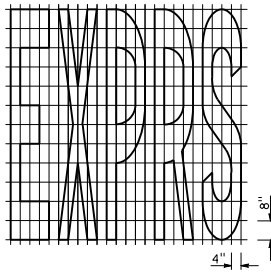
$$A=20 f+2$$



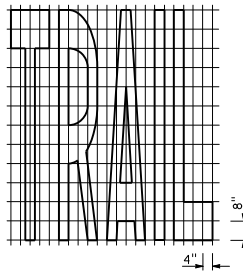
$$A=16 f+2$$



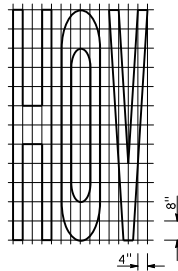
$$A=17 f+2$$



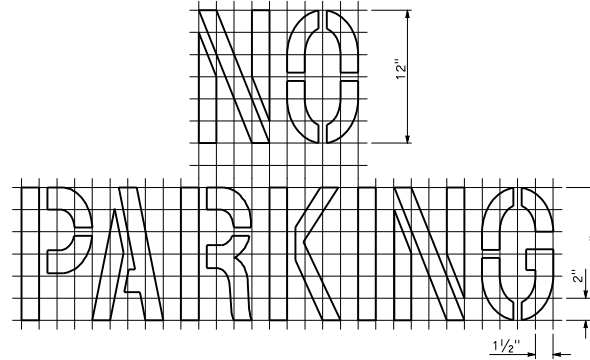
$$A=30 f+2$$



$$A=23 f+2$$



$$A=18 f+2$$



$$A=2 f+2$$

See Notes 5 and 6

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL No. SHEETS
August 1, 2022 PLANS APPROVAL DATE				
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.				

WORD MARKINGS

ITEM	f+2	ITEM	f+2
LANE	24	NO	14
POOL	23	BIKE	21
CAR	17	BUS	20
CLEAR	27	ONLY	22
KEEP	24	FWY	16
HOV	18	EXPRS	30
TRAIL	23		

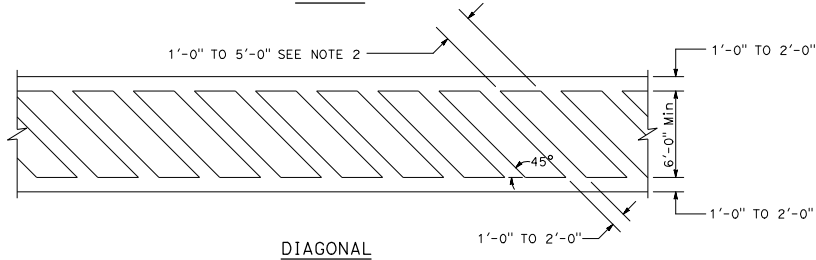
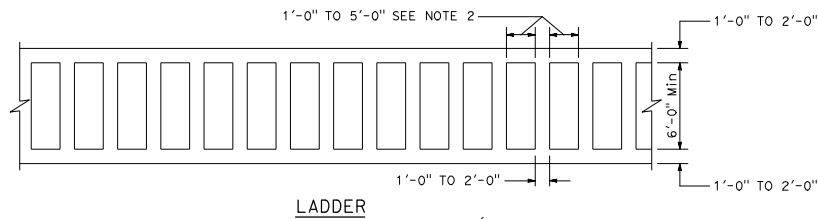
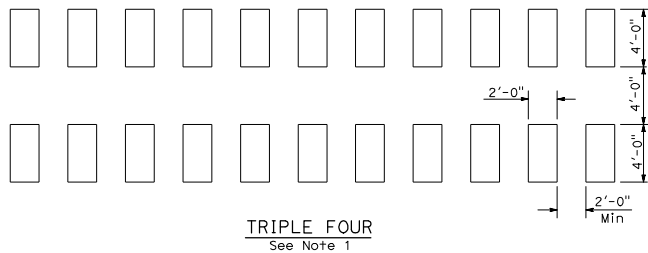
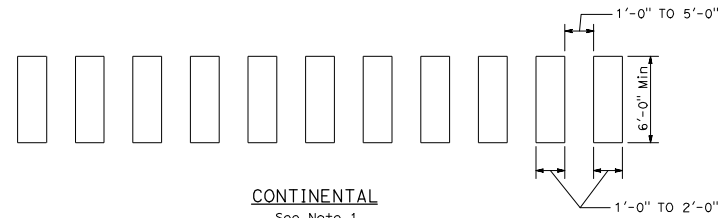
NOTES:

- If a message consists of more than one word, it must read "up", i.e., the first word must be nearest the driver.
- The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
- Minor variations in dimensions may be accepted by the Engineer.
- Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.
- The words "NO PARKING" pavement marking is to be used for parking facilities. For typical locations of markings, see Standard Plans A90A and A90B.
- The words "NO PARKING" shall be painted in white letters no less than 1'-0" high on a contrasting background and located so that it is visible to traffic enforcement officials.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
WORDS**
NO SCALE

A24E

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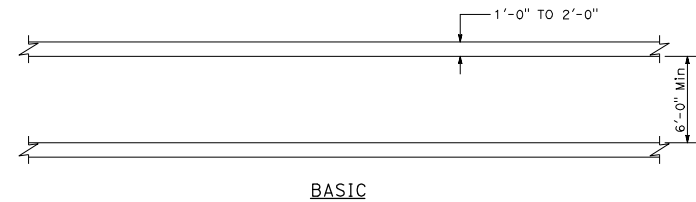


HIGHER VISIBILITY CROSSWALKS

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
<p><i>Lee J. Haber</i> REGISTERED CIVIL ENGINEER</p> <p>August 1, 2022 PLANS APPROVAL DATE</p> <p>THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.</p>					
<p>Lee J. Haber No. C49132 Exp. 9-30-22 CIVIL STATE OF CALIFORNIA</p>					

NOTES:

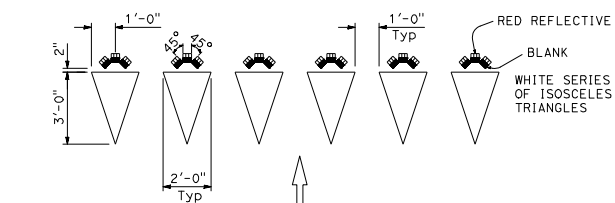
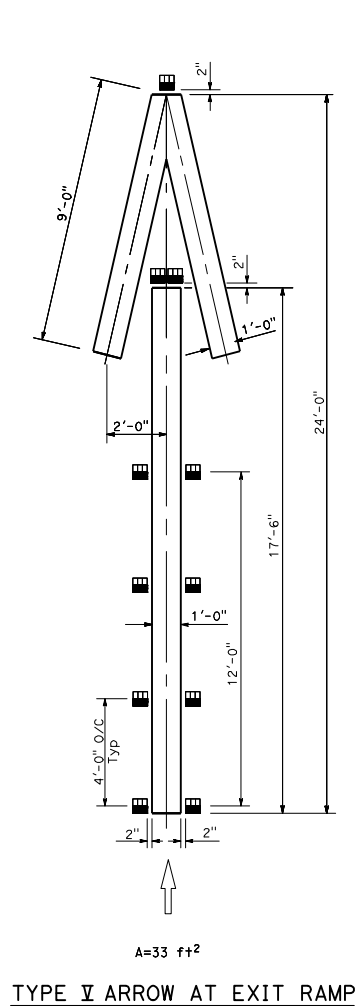
1. Spaces between markings must be placed in wheel tracks of each lane.
2. Spacings not to exceed 2.5 x width of longitudinal line.
3. All crosswalk markings must be white except those near schools must be yellow.



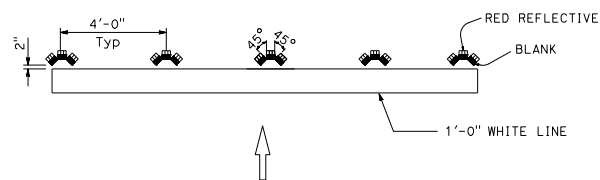
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
CROSSWALKS**
NO SCALE

A24F

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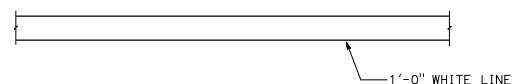
YIELD LINE AT EXIT RAMP



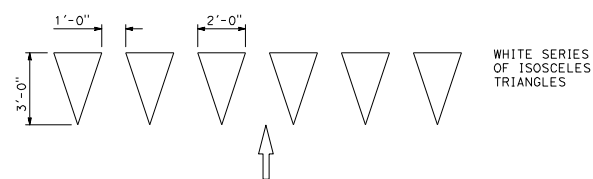
LIMIT LINE (STOP LINE) AT EXIT RAMP

NOTE:

1. If there is crosswalk at the end of the exit ramp, place Type R markers in front of the first line for wrong way vehicle that travels up the ramp with the red reflective side facing the intersection.



LIMIT LINE (STOP LINE)



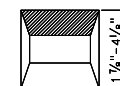
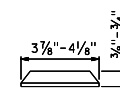
YIELD LINE

LEGEND:


MARKERS

 TYPE R ONE-WAY RED RETROREFLECTIVE

MARKER DETAILS



TYPE R

 RETROREFLECTIVE FACE ON BACKSIDE

DIST#	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEET

Lee J. Hader
REGISTERED CIVIL ENGINEER

August 1, 2022
PLANS APPROVAL DATE

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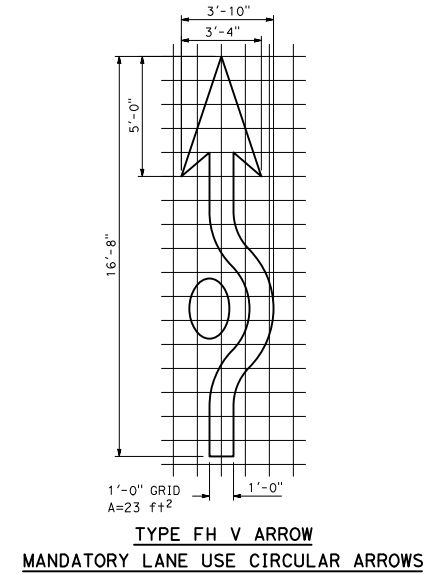
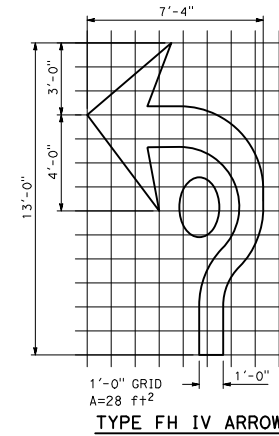
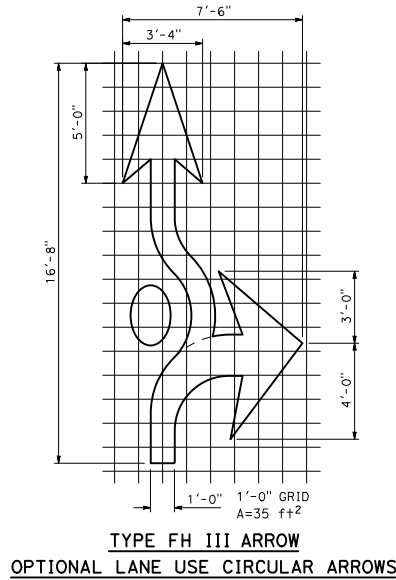
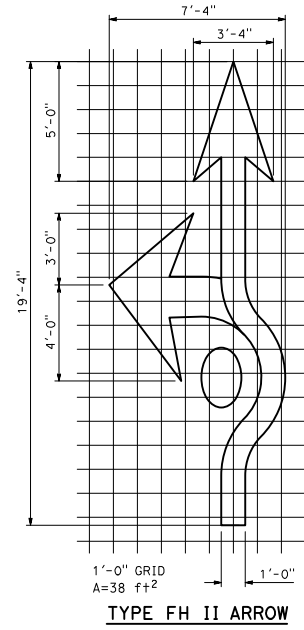
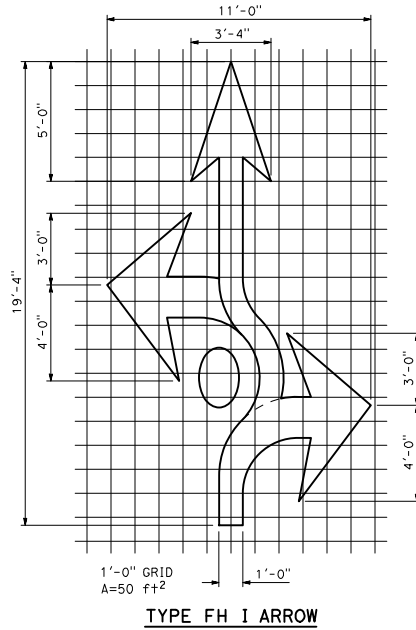
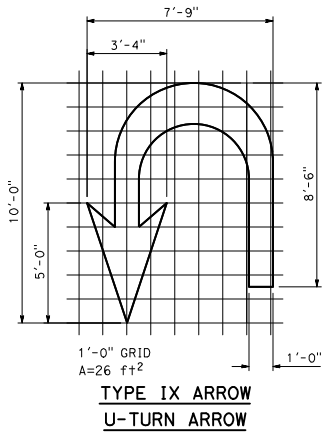
REGISTERED PROFESSIONAL ENGINEER
Lee J. Hader
No. C49132
Exp. 9-30-22
CIVIL
STATE OF CALIFORNIA

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKINGS
YIELD LINES, LIMIT LINES,
AND WRONG WAY DETAILS**

NO SCALE

A 24G



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
ARROWS**
NO SCALE

A24H

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Lee J. Haber
REGISTERED CIVIL ENGINEER

August 1, 2022
PLANS APPROVAL DATE

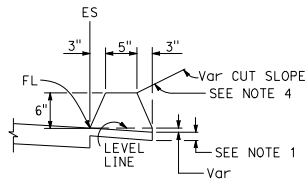
Lee J. Haber
No. C49132
Exp. 9-30-22
CIVIL
STATE OF CALIFORNIA

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Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

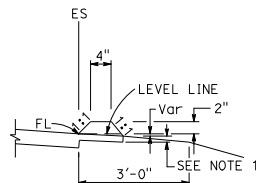
H. David Cordova
 REGISTERED CIVIL ENGINEER
 August 1, 2022
 PLANS APPROVAL DATE
 No. C41957
 Exp. 3-31-24
 CIVIL
 STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS
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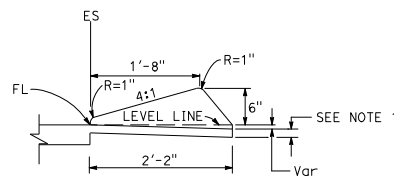


TYPE A

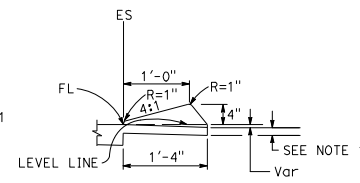
See Notes 3 and 5



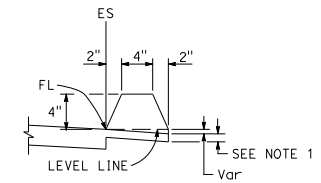
TYPE C



TYPE D

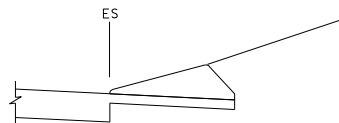
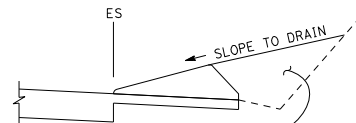
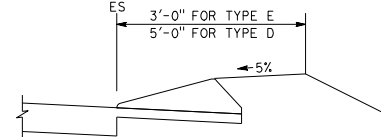
DIKES

TYPE E

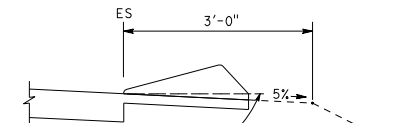


TYPE F

See Note 5

CASE C-1
Cut SlopeCASE C-2
Cut Slope

CASE F

CASE R
See Note 2**TYPE D AND E BACKFILL DETAILS****NOTES:**

1. For HMA shoulders only, extend top layer of HMA placed on the shoulder under dike with no joint at the ES. For projects with OGFC shoulders, do not extend OGFC under dike. See project plans for modified dike detail.
2. Case R applies to retrofit only projects where restrictive conditions do not provide enough width for Case F backfill.
3. Type A dike only to be used where restrictive slope conditions do not provide enough width to use Type D or Type E dike.
4. Fill and compact with excavated material to top of dike.
5. Use Type A or F dike, where dike is required with guardrail installations. See Standard Plan A77N4 for dike positioning details. See Standard Plan A77N3 for hinge point offsets with guardrail.

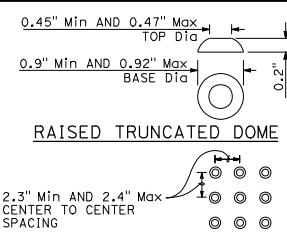
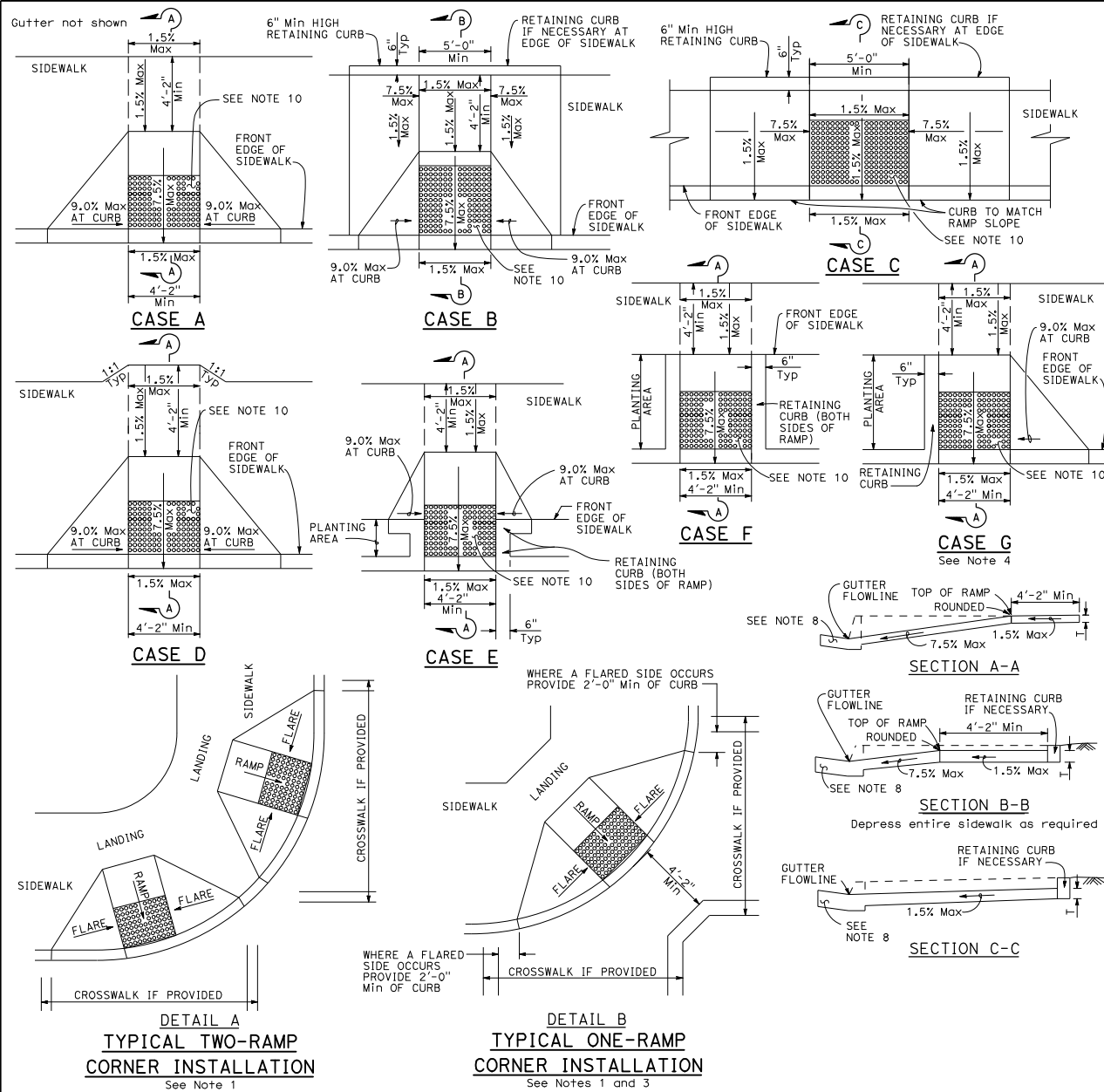
**DIKE
QUANTITIES**

TYPE	CUBIC YARDS PER LINEAR FOOT
A	0.0135
C	0.0038
D	0.0293
E	0.0130
F	0.0066

Quantities based on 5%
cross slope.STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**HOT MIX ASPHALT DIKES**

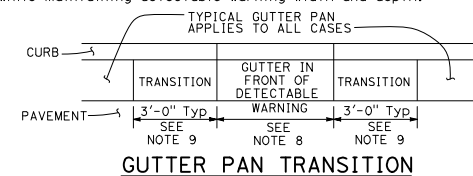
NO SCALE

A87B[Return to Table of Contents](#)



RAISED TRUNCATED DOME PATTERN (IN-LINE) DETECTABLE WARNING SURFACE

- NOTES:**
See Note 10
- As site conditions dictate, Case A through Case G curb ramps may be used for corner installations similar to those shown in Detail A and Detail B. The case of curb ramps used in Detail A do not have to be the same. Case A through Case G curb ramps also may be used at mid block locations, as site conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.
 - If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B or C or may be widened as in Case D.
 - When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
 - As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
 - The ramp portion of the curb ramp is a typical rectangle, unless modified in the Project Plans.
 - Side slope of ramp flares vary uniformly from a maximum of 9.0% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
 - The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
 - Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 1V:20H (5.0%). Gutter pan slope shall not exceed 1" of depth for each 2'-0" of width.
 - Transition gutter pan slope from 1" of depth for each 2'-0" of width to match typical gutter pan slope per Standard Plan A87A.
 - The detectable warning surface will be a rectangle as shown at back of curb, unless modified in the Project Plans. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable warning surfaces shall extend the full width of the ramp except a maximum gap of 1 inch is allowed on each side of the ramp. Detectable warning surfaces shall conform to the requirements in the Standard Specifications.
 - Sidewalk and ramp thickness "T", shall be 3/2" minimum.
 - Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
 - Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.

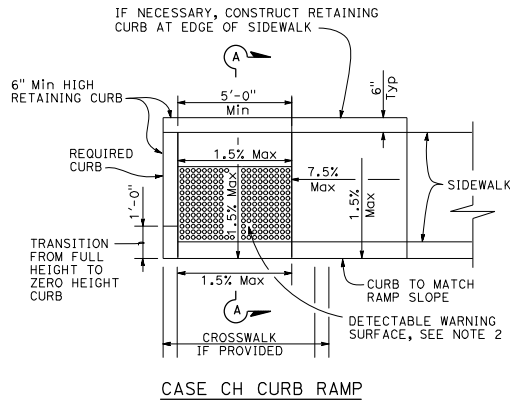
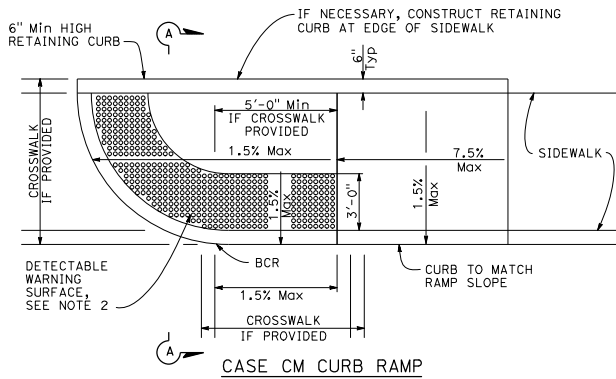


STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
CURB RAMP DETAILS
NO SCALE

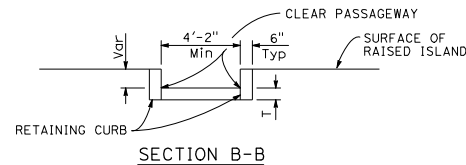
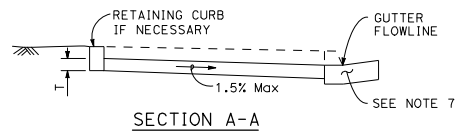
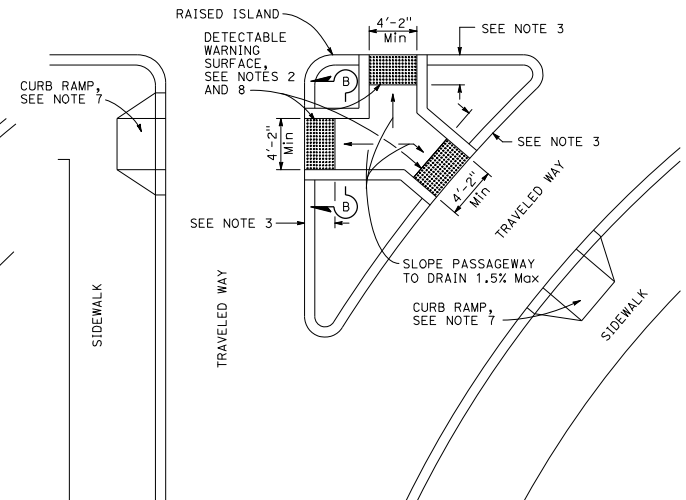
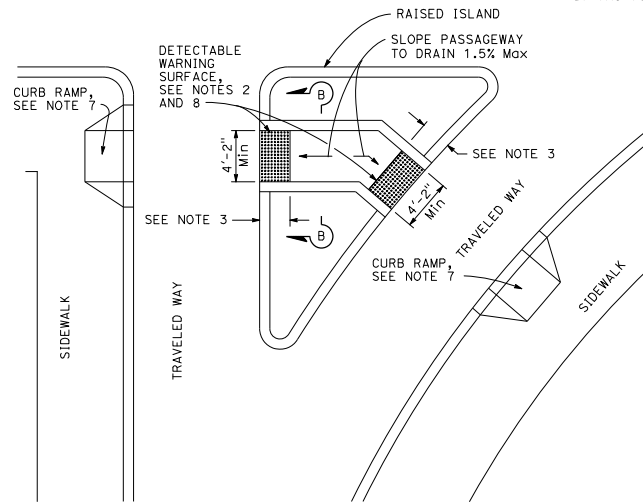
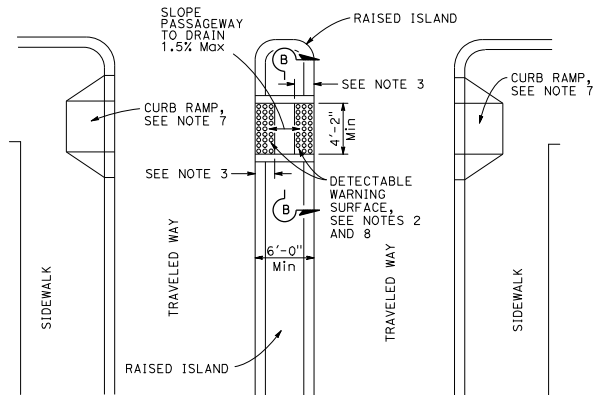
A88A

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Gutter not shown

**NOTES:**

1. Sidewalk, ramp and passageway thickness "T", shall be 3 1/2" minimum.
2. For details of detectable warning surfaces, see Standard Plan A88A.
3. Where an island passageway length is greater than or equal to 6'-0", but less than 8'-0", each detectable warning surface shall extend the full width and 2'-0" depth of the passageway length. Where an island passageway length is greater than or equal to 8'-0", each detectable warning surface shall extend the full width and 3'-0" depth of the passageway length. Detectable warning surfaces shall extend the full width of the island passageway except a maximum gap of 1 inch is allowed on each side of the passageway.
4. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
5. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
6. Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.
7. For additional curb ramp details, see Standard Plan A88A.
8. The detectable warning surface will be a rectangle as shown at the face of curb, unless modified in the Project Plans.



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**CURB RAMP AND
ISLAND PASSAGEWAY DETAILS**

NO SCALE

A88B

D16+	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL No. SHEETS

August 1, 2022

PLANS APPROVAL DATE

REGISTERED CIVIL ENGINEER

Rebecca Lynn Mowry

No. C54415

Exp. 12-31-23

CIVIL

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