



CITY COUNCIL

Bruce T. Roundy, Mayor
Jeffrey A. Tolley, Vice-Mayor
Dennis Hoffman
William "Billy" Irvin
Chris Dobbs

CITY OFFICIALS

Janet Wackerman
City Clerk

Leticia Espinosa
City Treasurer

CITY OF ORLAND

INCORPORATED 1909

815 Fourth Street
ORLAND, CALIFORNIA 95963
Telephone (530) 865-1600
Fax (530) 865-1632

CITY MANAGER

Peter R. Carr

AGENDA REGULAR MEETING, ORLAND CITY COUNCIL

Monday, June 21, 2021

This meeting will be conducted pursuant to the provisions of the Governor's Executive Orders N-25-20 and N-29-20 which suspends certain requirements of the Ralph M. Brown Act.

This City Council meeting will be held at Carnegie Center, 912 Third Street, Orland and teleconferenced using Zoom technology in compliance with current Executive Orders. All Councilmembers and City staff will be participating in person.

The public may participate in the meeting at Carnegie Center, by telephone or access the video via Zoom.

Please call: 1 (669) 900-9128 Webinar ID#: 810 1556 1740

1. CALL TO ORDER – 6:00 P.M.
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ORAL AND WRITTEN COMMUNICATIONS

A. Citizen Comments:

Members of the public wishing to address the Council on any item(s) not on the agenda may do so at this time when recognized by the Mayor. However, no formal action or discussion will be taken unless placed on a future agenda. Public is advised to limit discussion to one presentation per individual. While not required, please state your name and address for the record. Please direct your comments to the Mayor or Vice Mayor.
(Oral communications will be limited to three minutes).

5. PRESENTATION – Tim Olson, Branch Manager, Merchants Bank
6. ACCEPTANCE OF PROPOSED DONATION (Discussion/Action) - Arne Gustafson & Ben Pforsich, members, Orland Rotary Club
7. PUBLIC HEARING
Unmet transit needs for Glenn County and forward comments to the Glenn County Transportation Commission for consideration – Mardy Thomas, Planning Manager

8. CONSENT CALENDAR

- A. Approve Warrant List (payable obligations).
- B. Approve City Council minutes for June 7, 2021.
- C. Authorize City Manager or designee to sign construction contract with Pelagic Engineering for Pedestrian Countdown Signal Heads and Pavement Markings project.

Comments from the public are welcomed. The Mayor will announce the opportunity for comments related to each action item on the agenda. Please limit your comments to three minutes per topic, and one comment per person per topic. Once the public comment period is closed, please allow the Council the opportunity to continue its consideration of the item without interruption.

9. ADMINISTRATIVE BUSINESS

- A. Local Groundwater Reserves and Options for Drought Mitigation – Paul Rabo, City Engineer
- B. Update and Options for Use of ARPA Funds (Discussion/Direction)– Pete Carr, City Manager

10. CITY COUNCIL COMMUNICATIONS AND REPORTS

11. ADJOURN

CERTIFICATION: Pursuant to Government Code Section 54954.2(a), the agenda for this meeting was properly posted on June 17, 2021.

A complete agenda packet is available for public inspection during normal business hours at City Hall, 815 Fourth Street, in Orland or on the City's website at www.cityoforland.com where meeting minutes and audio recordings are also available.

In compliance with the Americans with Disabilities Act, the City of Orland will make available to members of the public any special assistance necessary to participate in this meeting. The public should contact the City Clerk's Office 865-1601 to make such a request. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.



Rotary Club of Orland

P.O. Box 62 • Orland, California 95963

June 15, 2021

Orland City Council
City of Orland
815 Fourth Street
Orland, CA 95963

Re: Rotary Grant for Donation of Exercise Equipment

Orland Rotary supports individuals, groups and projects in the Orland community. One of the ways we accomplish this is through a District Grant process administered through the Rotary Foundation.

Orland Rotary proposes to donate exercise equipment that will be located adjacent to the Linwood subdivision alongside the existing Rec Trail. A summary of the project is included below.

The budget for the project is estimated to be \$15,000. We expect the funds to be disbursed as follows:

Purchase of fitness equipment	\$10,775
Timber borders	2,000
Concrete and building supplies	925
Wood fiber chips	<u>1,300</u>
Total	\$15,000

We anticipate that \$5,000 of the funds will be provided by Orland Rotary and \$10,000 will be provided through a grant from the Rotary Foundation. Depending on the grant funds that are available, the grant award may be lower than anticipated. In that case, we may look to complete the project in two phases.

Plans for the donation were reviewed by representatives of the City of Orland and their input and suggestions were taken into consideration in the planning for the project. The following summarizes our plans.

Four exercise stations will be purchased from Greenfields Outdoor Fitness. An area will be cleared and graded in the Linwood sub-division that is currently a greenbelt area adjacent to a childrens' play structure. The stations will be spaced appropriately for proper use and clearance from one another. A backhoe will be used to dig holes according to installation guides for the specific equipment stations. A form will be erected for the footings and concrete will be poured to secure the equipment. Finally, the area around the stations will be designated with landscape timbers and then filled with wood fiber chips.

Our project anticipates the following parties will be responsible for various components of the project:

1. Orland Rotary will purchase all equipment and supplies
2. The City of Orland will provide the equipment to grade the area and dig the footings. City employees will also assist with the pouring of the concrete. Work can be coordinated so it falls within the City's normal work week and workdays.
3. Orland Rotarians will assist with the pouring of the concrete and will place timber borders and wood chips .
4. Orland Rotarians will also assemble the exercise structures according to instructions.

The exercise equipment is commercial quality; the material is powder coated and very durable and will be set in concrete foundations. It should last for many years with little if any maintenance. The equipment has a ten-year warranty on the main post and metal structures and a five-year warranty on seats and backrests (only one piece of equipment has a seat or backrest).

Given the location of the equipment adjacent to the City park, we do request that the City of Orland take responsibility for monitoring and maintaining it in connection with its park maintenance activities.

Orland Rotary is asking permission to place a plaque in the area acknowledging its donation.

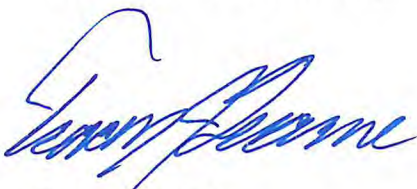
The following documents are attached to support the donation request.

1. Map showing proposed fitness equipment location (input provided by City representatives).
2. Quotation from Greenfields Outdoor Fitness for the equipment to be purchased.
3. Simple spec sheets and photos of the equipment proposed for purchase.

Our donation is contingent upon the award of a grant from the Rotary Foundation. Our grant proposal must be submitted by June 30th and grant awards will be made on July 11th. We anticipate that grant funds will be available within 30 days following the award of the grant. Under the terms of the Rotary Foundation grants, work cannot commence until the grant funds are awarded. Assuming the grant (or a substantial portion of the amount requested) is awarded we anticipate ordering the equipment by September 1st and completing the work by the end of the year. In the event the work is delayed, we do have two years to complete the work before the grant funds must be returned.

By copy of this letter, we are asking for the Orland City Council approve our grant proposal and accept the donation of the exercise equipment.

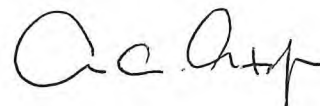
On behalf of Orland Rotary,



Tracey Quarne
President 2021/22

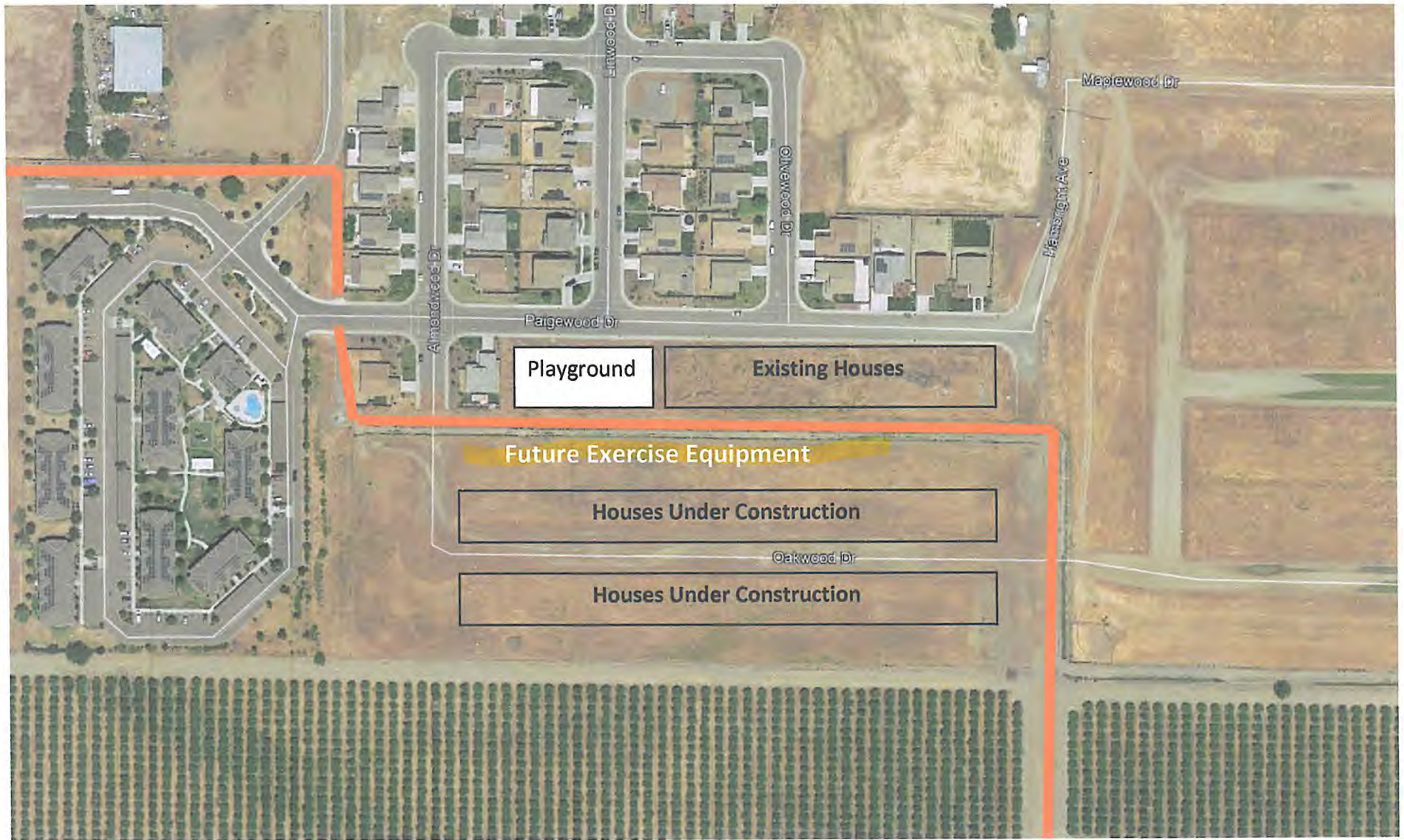


Ben Pforsich
Foundation Chair



Arne Gustafson
Club Treasurer

Map of Linwood Subdivision with proposed location of Exercise stations on Fitness Trail highlighted in orange



 = rec trail



2617 West Woodland Drive, Anaheim, CA 92801 USA
T: 888.315.9037 F: 866.308.9719 Info@Greenfieldsfitness.com

Customer Quotation

Date	Quote #
4/14/2021	Q016879

Sold To	
City of Orland Joe Fenske 815 Fourth Street, Orland CA 95963	
Tel: 530-865-1630	Fax:
E-mail: orlandrec@cityoforland.com	

Ship To
Option#3

Project Name		Terms		Quote Valid Until		Rep
Fitness Trail		50% Deposit, Balance		9/30/2021		SE
Item	Description	Color	Qt	Rate	Total	
	OPTION#2					
SGR2005-1-15	2-Person Push-Up and Dips Station	Green / Tan	1	1,895.00	1,895.00T	
SGR2005-1-19	2-Person Sit-Up Incline Benches (surface mount)	Green / Tan	1	2,995.00	2,995.00T	
SGR2005-1-45	2-Level Horizontal Bar (surface mount)	Green / Tan	1	1,895.00	1,895.00T	
SHP2009-5-07	2-Person Static Combo (surface mount)	Green / Tan	1	2,895.00	2,895.00T	
SHP2009-7-29	Pommel Horse (surface mount)	Green / Tan	1	2,595.00	2,595.00T	
	IN-GROUND RETROFIT					
GR1061	In Ground Extension - Large Plate (8 holes)		11	160.00	1,760.00T	
GR1062	In Ground Extension - Medium Plate (6 holes)		2	120.00	240.00T	
GR1068	In Ground Rebar		26	5.00	130.00T	
	Subtotal				14,405.00	
Shipping & Handling	Ships in large crates - forklift is needed to unload			1,750.00	1,750.00T	
Donation	Donation to the City of Orland CA			-6,155.00	-6,155.00	
	All units will be retrofitted for In-Ground Direct Bury installation method					

Additional Terms and Conditions of Sale

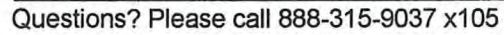
1. THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Greenfields Outdoor Fitness, Inc. ("Greenfields") objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Greenfields to ship the Equipment and agrees to pay Greenfields the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Greenfields. Payment terms are specified on Quote and all charges are due and payable in full to Greenfields Outdoor Fitness Inc, 2617 West Woodland Drive, Anaheim, CA 92801 unless notified otherwise by Greenfields in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Greenfields, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at customers own expense. Purchase orders and payments should be made to the order of Greenfields Outdoor Fitness, Inc.

2. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment as recommended by Greenfields.

3. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Greenfields shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the uniform Commercial Code. Customer agrees to assist and cooperate with Greenfields to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Greenfields of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by Greenfields in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Greenfields as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Greenfields within ten (10) days after the date on which due.

CUSTOMER APPROVAL I hereby approve this order, the item selection, color selection and overall Terms & Conditions of this order. Name: _____ Date: _____ Signature: _____ PLEASE SIGN & Email to: Info@GreenfieldsFitness.com	Subtotal	\$10,000.00
	Sales Tax (7.75%)	\$775.00
	Total	\$10,775.00

This unit ships in 3 separately wrapped components.



© 2020 Greenfields Outdoor Fitness, Inc.

Installation Instructions:

SGR2005-1-15

2-Person Push-Up & Dip Station

This unit ships in 3 separately wrapped components.



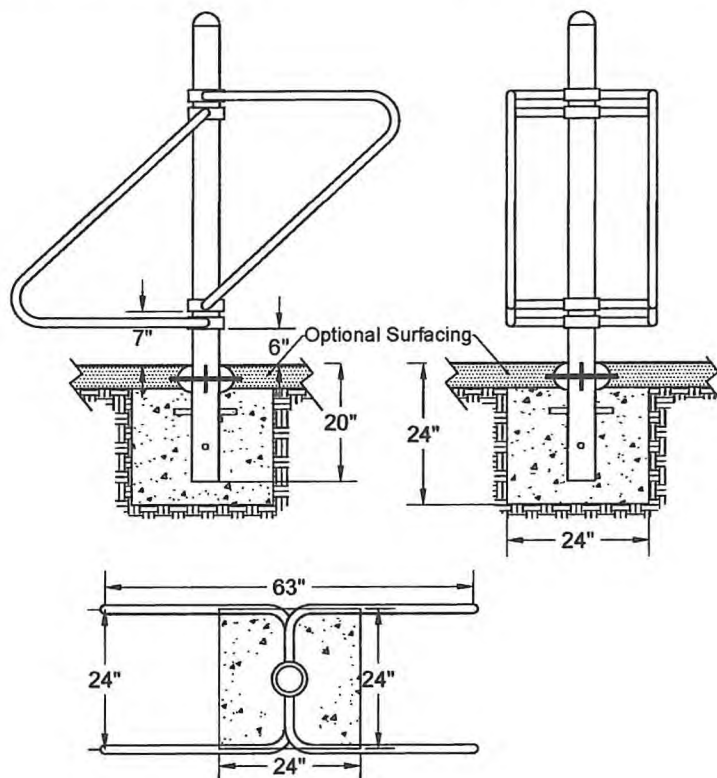
Questions? Please call 888-315-9037 x105

Parts List:

Extension for In Ground



4x Pegs



Finished product



During installation, please be sure to also refer to the general installation instructions.

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

LU20x5x20

© 2020 Greenfields Outdoor Fitness, Inc.

Installation Instructions:

SHP2009-5-07

2-Person Static Combo

This unit ships in 1 separately wrapped component.



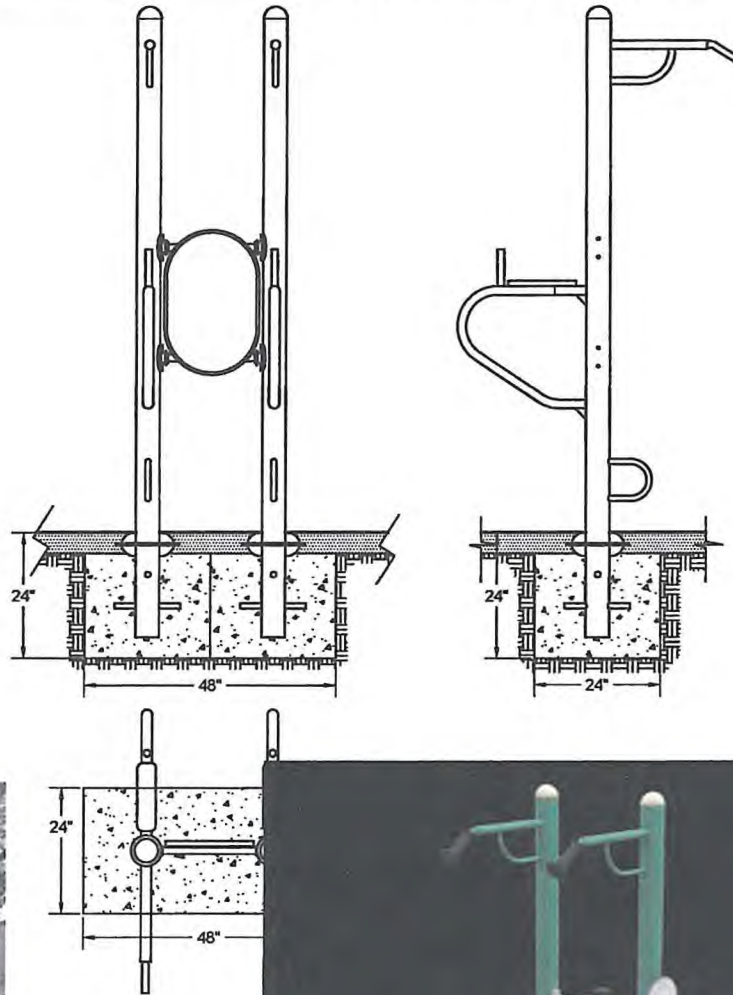
Questions? Please call 888-315-9037 x105

Parts List:

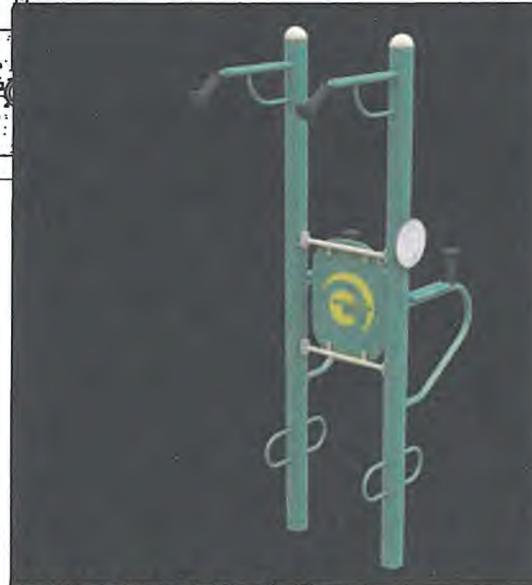
2x Extensions for In Ground



4x Pegs



Finished product



During installation, please be sure to also refer to the general installation instructions.

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

LU20x5x20

© 2020 Greenfields Outdoor Fitness, Inc.

Installation Instructions:

SGR2005-1-45

2-Person Pull-Up Station

This unit ships in 5 separately wrapped components.



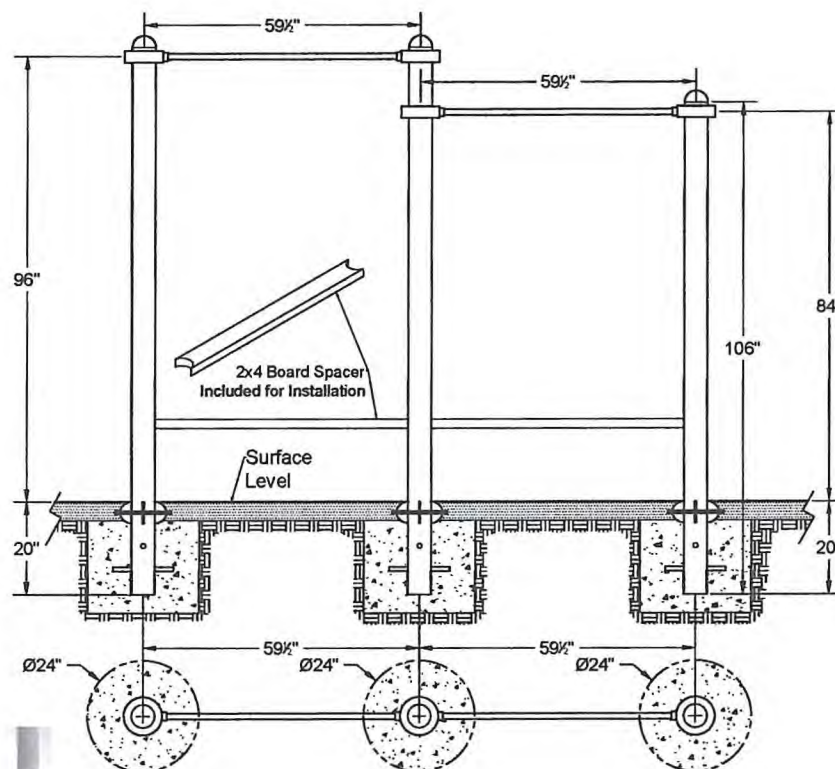
Questions? Please call 888-315-9037 x105

Parts List:

3x Extension for In Ground



6x Pegs



During installation, please be sure to also refer to the general installation instructions.

In order to honor our commitment to quality and safety, Greenfields Outdoor Fitness reserves the right to make changes and revise the design specifications without notice.

LU20x5x20

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GLENN COUNTY TRANSPORTATION COMMISSION

*Gary Hansen, City of Willows, Chair
Paul Barr, County of Glenn, Vice Chair
Dennis Hoffman, City of Orland*

*225 N. Tehama Street
Willows, California 95988*

*Donald Rust
Executive Director*

*Keith Corum, County of Glenn
Bruce Roundy, City of Orland
Rick Beale, Public Member, County of Glenn
Joe Flesher, City of Willows (Alternate)
Ken Hahn, County of Glenn (Alternate)*

*(530) 934-6540
FAX (530) 934-6103
transit@countyofglenn.net*

ORLAND CITY COUNCIL BOARD REPORT

June 21, 2021

Submitted on behalf of the Glenn County Transportation Commission

EXECUTIVE SUMMARY

Prior to allocating Transportation Development Act (TDA) funds, the Glenn County Transportation Commission, acting as the transportation planning agency, is required to hold a minimum of one public hearing to receive comments on unmet transit needs that may exist and that might be reasonable to meet. This is one of four public hearings being held; the other three are to be held before the City Councils of Orland and Willows and the Glenn County Transportation Commission.

RECOMMENDATION(S):

To receive public comment on Unmet Transit Needs in Glenn County and forward comments to the Glenn County Transportation Commission for consideration.

HISTORY AND BACKGROUND:

In 1971, the California Legislature enacted the Transportation Development Act (TDA) to ensure "the efficient and orderly movement of people and goods in the urban areas of the state." The TDA provides two funding sources: the Local Transportation fund (LTF) a ¼-cent general sales tax collected statewide and the State Transit Assistance fund (STA) which is now derived from an excise tax on gasoline and diesel fuel.

TDA recognizes that rural counties have different transportation needs. Counties with a population under 500,000 as of the 1970 Census may use LTF funding for transit and local streets and roads provided that certain conditions are met first.

The TDA, *Statutes and Administrative Code of Regulations*, requires specific actions on the part of local transportation planning agencies. One of these requirements (Section 99401.5) is that the Local Transportation Commission (LTC) explicitly define the phrases "Unmet Transit Needs" and "Needs that are Reasonable to Meet" in terms of local conditions, and that these definitions be documented by resolution or within the agency's minutes. Definitions have been developed to both comply with legislative mandates and be responsive to actual community need within the TDA funding guidelines.

Under TDA direction (Section 99401.5 (c)), the LTC has the authority to identify the unmet transit needs of their jurisdiction and those needs that are considered reasonable to meet. Staff has determined, through contacts with Caltrans representatives, that clear and comprehensive definitions are helpful in ensuring clarity in this annual process. With the above in mind, the following discussion is offered:

An Unmet Transit Need can be found to exist when there is any identifiable group within the population that has no dependable and/or affordable access to community employment, medical, commercial, public, or social services. Transit needs are not static--they can fluctuate with such variables as unemployment, population demographics, land use and circulation patterns, and variations in the local economy. Because of this, transportation needs are annually re-evaluated and revised as necessary.

It was through this process that the need for a public transportation system was identified and implemented which is Glenn Ride. Glenn Ride has been in operation for almost 21 years with ridership growing 203% since its beginning in 1998.

FISCAL/PERSONNEL IMPACT(S):

None.

ANALYSIS/DISCUSSION

An unmet transportation need (as opposed to a desire) has, for purposes of our definition, two components:

1) A trip destination that provides a necessity of life, and 2) a physical or financial obstacle between the individual and the necessary destination, which the individual is unable to overcome.

Necessary trip purposes may be defined as follows:

- a) to obtain or maintain employment;
- b) to obtain non-emergency medical and/or dental care;
- c) shopping for necessities of life;
- d) to obtain social services such as health care, government funded nutrition programs, sheltered workshops teaching employable skills, County welfare programs, and education programs for physically and/or mentally handicapped individuals; and
- e) to obtain education
- f) for the maintenance of life, health, physical and mental well-being

The population groups with the greatest inferred needs are the very young, the handicapped, the economically disadvantaged, and the elderly. There may be considerable overlap among these groups; for instance, many of the elderly may be both economically disadvantaged and handicapped. However, it is not to be implied that all, or even most of these people are transportation-disadvantaged. The aspects described simply identify sub-groups of the population that may tend to contain a

disproportionately large number of people with transportation difficulties (in contrast to the general population).

An identified transportation need can be reasonably met by determining whether or not a transportation service can meet established need and meet the criteria found in the Transportation Development Act. This requires a cost-benefit analysis and feasibility study of alternative transit systems compared with existing service, level of performance, and cost. In any event, the cost of any transit system cannot exceed the apportionment for the jurisdiction providing or supporting the service.

Attached are definitions of “Unmet Transit Needs” and “Needs that are Reasonable to Meet”.

Glenn Ride is a public transit program, provides transportation services to the general public—no qualifications, except payment of fare. Glenn Ride has been in operation since August 1998 and has experienced consistent ridership growth. Ridership has grown since Glenn Ride’s inception and the program continues to meet its required fare box return as mandated by the Transportation Development Act; however, COVID has changed that significantly. This service is now struggling to meet its statutory requirements.

Glenn Transit also operates a specialized paratransit program known as Dial-A-Ride. The program operates within 1-1/2 mile radius of the respective city halls of Orland and Willows and to the Cannella/Huggins Drives area, Leisure Mobile Home Park, east of Orland, and the Willows Mobile Home Park, west of Willows. Individuals qualifying are those: 60 years of age and older, permanently disabled, low income social service assisted or low income non-social service assisted. Transportation is door-to-door to each requested destination. The ridership for this program in the City of Orland averages 75 persons per month and 98 persons per month in the City of Willows.

Glenn Transit also provides non-emergency medical transportation to qualifying Glenn County residents. Volunteer drivers from the community provide transportation to individuals for medical appointments. Qualifying individuals are those: 60 years of age and older, permanently disabled, low income social service assisted or low income non-social service assisted. The Volunteer Medical Transportation is the program servicing this need.

The GCTC has requested this time and advertised this meeting as an opportunity for residents in the community to provide input on transit needs within the Glenn County region.

GLENN COUNTY TRANSPORTATION COMMISSION

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225 N. Tehama Street
Willows, California 95988

(530) 934-6540

FAX (530) 934-6103

transit@countyofglenn.net

Donald Rust
Executive Director

Glenn County Unmet Transit Needs

The purpose of these public hearings are to receive public input that will assist in identifying unmet transit and transportation needs that may exist in Glenn County. A Spanish language interpreter will be available for the public hearings

PROPOSED PUBLIC HEARING SCHEDULE

Hearing Body	Location	Date and Time
Glenn County Board of Supervisors	Supervisors Chambers Glenn County Memorial Hall 525 West Sycamore Street Willows, CA 95988	Tuesday June 1, 2021 At 9:05 a.m.
Willows City Council	Council Chambers Willows City Hall 201 N. Lassen Willows, CA 95988	Tuesday June 8, 2021 At 7:00 p.m.
Transportation Commission	Supervisors Chambers Glenn County Memorial Hall 525 West Sycamore Street Willows, CA 95988	Thursday June 17, 2021 At 9:00 a.m.
Orland City Council	Council Chambers Carnegie Center 912 Third Street, Orland, CA 95963	Monday June 21, 2021 At 6:00 p.m.

I. UNMET TRANSIT NEEDS 2021-2022

For the purposes of allocating Transportation Development Act funds, an "Unmet Transit Need" is hereby recognized by the Glenn County Transportation Commission (GCTC) if any one or combination of the following criteria is found to exist:

1. Transportation needs identified by the GCTC which are desirable, but have not yet been implemented or addressed.
2. Transportation needs identified by the GCTC which have significant support, but have not yet been implemented or addressed.
3. Transportation needs identified through the public hearing process, whether delivered in writing or public testimony.
4. Those transit needs which, through transit needs studies or other methods approved by the Commission, are included by the Commission in the Regional Transportation Plan for Glenn County and have been designated a high need to be implemented or funded.

The above criteria for determining "Unmet Transit Needs" is further supplemented by the following guidelines:

1. A population group must have been defined and located which, by reason of age, physical or mental impairment, economic disadvantage, or a combination of these, has no reliable or accessible transportation for necessary trips. The size and location of the group must be such that the feasibility of providing service shall meet the criteria as defined as reasonable to meet.
2. Transit needs are to be determined in light of the following definition of "Necessary trips":
 - A. A trip destination that provides a necessity of life, and presence of a physical or financial obstacle between the individual and the necessary designation, which the individual is unable to overcome. Necessary trip purposes may be defined as follows:
 - a) to obtain or maintain employment;
 - b) to obtain non-emergency medical and/or dental care;
 - c) shopping for necessities of life;
 - d) to obtain social services such as health care, government funded nutrition programs, sheltered workshops teaching employable skills, County welfare programs, and education programs for physically and/or mentally handicapped individuals;
 - e) to obtain education; and

A

f) for the maintenance of life, health, physical and mental well-being.

3. Unmet transit needs specifically exclude:

- A. Trips for social events, recreational, or religious purposes are not considered as necessary. It shall be the policy of the GCTC, however, to serve these desires if they can be served concurrently within the limits of other defined "transit needs".
- B. Individuals requiring the assistance of a medical attendant (in addition to the vehicle driver) are not considered as needing a transportation service and shall be deemed to be more properly served by a medical emergency vehicle.
- C. Trips of less than one mile in length made by individuals who are not elderly or disabled are not considered as "transit needs". An able-bodied person can walk this distance in a reasonable amount of time without undue physical strain. Provisions for the elderly and disabled are made through the existing dial-a-ride/paratransit system.
- D. Minor operational improvements or changes, involving issues such as bus stops, schedules, and minor route changes.
- E. Improvements funded or scheduled for implementation in the following fiscal year.
- F. Future transportation needs.
- G. Trips that would duplicate transportation services to the general public.

B

II. REASONABLE TO MEET 2021/2022

An "Unmet Transit Need" identified under the above criteria and guidelines, as it pertains to the allocation of Transportation Development Act funds, may be found "Reasonable to Meet" only if the following conditions and standards of performance prevail:

Cost Effectiveness: 1) The new, expanded or revised transit service would not cause the responsible operator or service claimant to incur expenses in excess of the maximum allocation of Transportation Development Act Funds. 2) The new expanded or revised transit service would allow the responsible operator or service claimant to meet minimum state subsidy fare box and revenue ratios.

Community Acceptance: A significant level of support exists for the public subsidy of transit service designed to address the unmet transit need in Glenn County including, but not limited to, support from public groups and community meetings reflecting a public commitment to public transit.

Equity: The new, expanded or revised transit service is needed by, and will benefit, either the general public or the elderly and disabled population as a whole. Transit service cannot be provided for a specific subset of these groups.

Operational Feasibility: The new, expanded, or revised transit service must be safe to operate and there must be adequate roadways and turnouts for transit vehicles.

Financial Feasibility: 1) Supporting data indicates a sufficient ridership potential exists for the new, expanded or revised transit service. 2) Potential providers are available to implement the service.

ADA Conformity: The new, expanded, or revised transit service, conforming to the requirements of the American with Disabilities Act, will not impose an undue financial burden on the transit operator or claimant if complementary paratransit services are subsequently required.

System Impact: The new, expanded, or revised transit service will not result in a negative impact on the overall system's measures of efficiency and effectiveness, such as average passenger load per hour, average cost per passenger per hour, passengers per mile, cost per mile, and cost per hour.

Impact Limits: 1) Transit services designed or intended to address an unmet transit need shall, in all cases, provide coordination efforts with transit services currently provided, either publicly or privately, and transit services shall not duplicate services currently or hereafter provided either publicly or privately. 2) No transit need shall be determined reasonable to meet until it has been reviewed and evaluated to the satisfaction of and obtained subsequent approval from the Glenn County Transportation Commission.

**LEGAL NOTICE
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the GLENN COUNTY TRANSPORTATION COMMISSION staff, in concert with the following agencies, will conduct **Unmet Transit/Transportation Needs Public Hearings** to receive public input that will assist the Commission in identifying Unmet Transit/Transportation needs that may exist in Glenn County. A Spanish Language interpreter will be available for the public hearings. Please note the following schedule of meetings and locations:

Hearing Body	Location	Date and Time
Glenn County Board of Supervisors	Supervisors Chambers 2 nd Floor Glenn County Memorial Hall 525 West Sycamore Street Willows, CA 95988	Tuesday June 1, 2021 At 9:05 a.m.
Willows City Council	Council Chambers Willows City Hall 201 N. Lassen, Willows	Tuesday June 8, 2021 At 7:00 p.m.
Transportation Commission	Supervisors Chambers Glenn County Memorial Hall 525 West Sycamore Street Willows, CA 95988	Thursday June 17, 2021, At 9:00 a.m.
Orland City Council	Council Chambers Carnegie Center 912 Third Street, Orland	Monday June 21, 2021 At 6:00 p.m.

If you are unable to attend the scheduled meetings, please mail your comments to the Glenn County Transportation Commission, 225 N. Tehama Street, Willows, CA 95988 or FAX comments to (530) 934-6103 or e-mail comments to transit@countyofglenn.net by Friday, June 18, 2021. Please describe in detail the transportation service need.

The meeting rooms are wheelchair accessible and disabled parking is available in front of the Willows City Hall, Glenn County Memorial Hall and on Mill Street, north side of the Carnegie Center in Orland. Individuals who require special accommodations (American Sign Language interpreter, accessible seating, documentation in alternate forms, etc.) are requested to contact the Glenn County Transportation Commission at (530) 934-6540 at least 14 days prior to the scheduled hearing date. TDD users may contact the California Relay Service TDD line at 1-800-735-2929 or Voice Line at 1-800-735-2922.

**NOTICIA LEGAL
NOTICIA DE AUDIENCIA PÚBLICA**

Este aviso es para notificar que el personal de la COMISIÓN DE TRANSPORTACIÓN DEL CONDADO DE GLENN, en colaboración con las agencias siguientes, conducirá una **audiencia pública de las necesidades de Tránsito que no han sido correspondidas** para recibir la opinión del público que asistirá la Comisión en identificar las necesidades de Tránsito que no han sido correspondidas que puedan existir en el Condado de Glenn. Un intérprete de español estará disponible para la audiencia pública. Favor de anotar los horarios y lugares de las juntas:

Audiencia Pública	Lugar	Fecha y Horario
Glenn County Board of Supervisors	Supervisors Chambers Glenn County Memorial Hall 525 W. Sycamore Street Willows, CA 95988	Martes 1 junio, 2021, a las 9:05 a.m.
Willows City Council	Council Chambers Willows City Hall 201 N. Lassen St, Willows	Martes 8 junio, 2021 a las 7:00 p.m.
Comisión de Transportación	Supervisors Chambers Glenn County Memorial Hall 525 W. Sycamore Street Willows, CA 95988	Jueves 17 junio 2021 a las a las 9:00 a.m.
Orland City Council	Council Chambers Carnegie Center 912 Third St., Orland	Lunes 21 junio 2021, a las 6:00 p.m.

Si usted no puede asistir a las juntas, favor de enviarnos sus comentarios a la Comisión de Transportación del Condado de Glenn, 225 N. Tehama Street, Willows, CA 95988 o envíe sus comentarios por FAX al (530) 934-6103 o envíe sus comentarios por correo electrónico a transit@countyofglenn.net antes del viernes, 18 Junio, 2021. Por favor describa en detalle la necesidad del servicio de transportación.

Los lugares donde se llevarán a cabo las juntas son accesible a las sillas de ruedas y estacionamiento para incapacitados esta disponible en frente del Willows City Hall, Glenn County Memorial Hall y en la Mill Street, al lado del norte del Carnegie Center en Orland. Individuos que requieran comodidades especiales (intérprete de señas, asientos accesibles, documentación de formas alternativas, etc.) se les pide que hablen a la Comisión de Transportación del Condado de Glenn al (530) 934-6540 por lo menos 14 días antes de la fecha de la junta. Usantes del TDD pueden hablar a la línea del TDD del Servicio del California Relay al 1-800-735-2929 o a la Línea de Voz al 1-800-735-2922.

**CITY MANAGER**

Peter R. Carr

CITY COUNCIL

Bruce T. Roundy, Mayor
 Jeffrey A. Tolley, Vice-Mayor
 Dennis Hoffman
 William "Billy" Irvin
 Chris Dobbs

CITY OF ORLAND

INCORPORATED 1909

815 Fourth Street
 ORLAND, CALIFORNIA 95963
 Telephone (530) 865-1600
 Fax (530) 865-1632

CITY OFFICIALS

Janet Wackerman
 City Clerk

Leticia Espinosa
 City Treasurer

WARRANT LIST

June 21, 2021

Warrant	5/27/21	\$	3,419.42
Warrant	6/17/21	\$	196,466.55
Payroll Compensation	6/10/21	\$	2,015.07
Payroll Compensation	6/3/21	\$	107,500.73
Pers	6/7/21	\$	21,723.10
		\$	<u>331,124.87</u>

APPROVED BY

 Bruce T. Roundy, Mayor

 Jeffrey A. Tolley, Vice-Mayor

 Dennis Hoffman, Councilmember

 William "Billy" Irvin, Councilmember

 Chris Dobbs, Councilmember

REPORT.: May 27 21 Thursday
RUN....: May 27 21 Time: 09:33
Run By.: Deyssy Guerrero

CITY OF ORLAND
Cash Disbursement Detail Report
Check Listing for 05-21 thru 05-21 Bank Account.: 1001

PAGE: 003
ID #: PY-DP
CTL.: ORL

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
053703	05/27/21	DOB01	CHRIS DOBBS	300.00	May 2021	Councilmember Stipend
053704	05/27/21	HOF00	DENNIS G. HOFFMAN	300.00	May 2021	Councilmember Stipend
053705	05/27/21	IRV00	BILLY IRVIN	300.00	May 2021	Councilmember Stipend
053706	05/27/21	ORL12	Orland-Laurel Masonic Hal	400.00	June 2021	AC/gallery rent
053707	05/27/21	POS00	POSTMASTER	1244.42	5/27/2021	Postage for Water/Sewer billing
053708	05/27/21	ROU00	BRUCE T. ROUNDY	300.00	May 2021	Councilmember Stipend
053709	05/27/21	TOL04	JEFFREY TOLLEY	300.00	May 2021	Councilmember Stipend
053701	05/20/21	SAL06	ANGELINA SALINAS	225.00	000277H	REC/POOL PARTY REFUND
053702	05/20/21	PER09	KARINA PEREZ	50.00	00076H	REC/YOUTH SOCCER REFUND
Cash Account Total.....:				3419.42		
Total Disbursements.....:				3419.42		
Cash Account Total.....:				.00		

REPORT.: Jun 17 21 Thursday
 RUN...: Jun 17 21 Time: 08:47
 Run By.: Deysy Guerrero

CITY OF ORLAND
 Cash Disbursement Detail Report
 Check Listing for 06-21 thru 06-21 Bank Account.: 1001

PAGE: 001
 ID #: PY-DP
 CTL.: ORL

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
053730	06/16/21	BID01	BIDCAL	-235.95	5759u	Ck# 053730 Reversed
053801	06/08/21	OLD03	Old Durham Wood, Inc.	16653.00	052121H	GREEN WASTE SITE SERVICES
053802	06/09/21	PET00	PETTY CASH/RECREATION	50.00	060921H	REC/PETTY CASH FOR ORLAND POOL
053803	06/10/21	OAC00	Orland Area Chamber of Co	2812.50	4THQTRH	4TH QUARTERLY SUPPORT
053804	06/17/21	4LE00	4 LEAF INC.	110.00	J3929A	BD/PLAN REVIEW
053805	06/17/21	ABD00	ADVANCED DOCUMENT	149.80 33.08 332.28	INV46814 INV46815 INV46816	BD-PLAN/COPIES PD/COPIER PRINTING OVERAGE CITY HALL/COPIES
			Check Total.....:	515.16		
053806	06/17/21	AH-00	XYENA AH-HONG	84.00	6-15&16	REC/TUMBLING SERVICES
053807	06/17/21	AH-01	RICK-RYAN AH-HONG	84.00	6/15-16	REC/TUMBLING SERVICES
053808	06/17/21	APP02	Appeal-Democrat	254.67 72.70	268212 RENEWAL21	HSIP GRANT BID NOTICE LIB/ANNUAL RENEWAL
			Check Total.....:	327.37		
053809	06/17/21	ATT05	A T & T	150.76	80725	FD MEASURE A/PHONE
053810	06/17/21	ATT06	A T & T	878.70 23.99	6/13/21 16580696	MULTI-DEPTS/PHONE PW/HEARTLAND LIFT STATION
			Check Total.....:	902.69		
053811	06/17/21	ATT07	A T & T	33.34	06/07/21	PW/SHOP
053812	06/17/21	ATT09	AT&T MOBILITY	839.13	0456MAY21	PD/CELL SERVICE
053813	06/17/21	ATT10	AT&T MOBILITY (FIRST NET)	144.69 98.86	6/10/21 06102021	CELL PHONE USAGE FD MEASURE A/PHONE
			Check Total.....:	243.55		
053814	06/17/21	BID01	BIDCAL	537.32	5759/2	PW/STREETS
053815	06/17/21	BJO01	Beth Bjorklund	50.00	6/7/2021	AC/GALLERY SHOW HANGING JUNE 2021
053816	06/17/21	BOO00	BOOT BARN INC.	150.00	SUAREZ	PW/BOOTS 2020/2021
053817	06/17/21	CAL23	CALIFA GROUP	3792.93	4571	LIB/BRIADBAND INTERNET JAN-MAR2021
053818	06/17/21	CAR02	CARDMEMBER SERVICE	3945.11 10.00 765.48 1110.96 175.97 2289.16 1410.35 2032.40	5/21 2021MAY 5/27/21 MAY2021 MAY 2021 MAY27, 21 2021/27/5 MAY 2021	FD MEASURE A/OFFICE & TRUCK SUPPLIES PD/CLET TRAINING LIB/WEBSITE & ADDRESS RENEWAL/SUBSCRIPTION REC/POOL AND FIELD SUPPLIES CLERK/ZOOM & NEWS PAPER SUBSCRIPTION PW, FD, &CM/SUPPLIES MULTI DEPTS/MISC PD/TRAINING, OFFICE SUPPLIES
			Check Total.....:	11739.43		
053819	06/17/21	COM02	Comcast	289.78	6/3-7/2-	MULTI-DEPTS/INTERNET CONNECTION
053820	06/17/21	COM09	Compost Solutions Inc	155.10	2368	PARKS/SOIL
053821	06/17/21	CRE00	CREATIVE COMPOSITION	791.47	12480	PW/#10 WINDOW ENVELOPES
053822	06/17/21	EIN02	Gregory P. Einhorn	3850.00	14378	CA/PROFESSIONAL SERVICES
053823	06/17/21	EIS00	Employers Investigative S	38.00	50089306	PW/EMPLOYEMENT SCREENING
053824	06/17/21	ENL00	ENLOE MEDICAL CENTER	182.00	6/1/2021	PW/DMV PHYSICAL (PAILLON)
053825	06/17/21	FLE04	FLEMING, JOHN	1440.00	6/2-6/15	BD/INSPECTION SERVICES
053826	06/17/21	FRA04	Phillip Frankenberg	180.00	915616	AC/PIANO MAINTENANCE
053827	06/17/21	GOL01	GOLDEN STATE RISK	46209.29	JULY2021	HEALTH, DENTAL & VISION INSURANCE
053828	06/17/21	GRA02	GRAINGER, INC.	2063.06	9443,5253	PW/SHOP SUPPLIES
053829	06/17/21	HEI01	VIRGIL HEISE	100.00	5/1/21	FD/JANITORIAL
053830	06/17/21	HOU05	HOUSING TOOLS	20556.50	2070	HOUSING ELEMENT UPDATE
053831	06/17/21	IWO00	IWORQ	5000.00	195322	IWORQ SOFTWARE RENEWAL

REPORT.: Jun 17 21 Thursday
RUN....: Jun 17 21 Time: 08:47
Run By.: Deysy Guerrero

CITY OF ORLAND
Cash Disbursement Detail Report
Check Listing for 06-21 thru 06-21 Bank Account.: 1001

PAGE: 002
ID #: PY-DP
CTL.: ORL

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
053832	06/17/21	JCN00	J.C. NELSON SUPPLY	613.47	759803	PW&BM/CLEANING SUPPLIES
053833	06/17/21	LES00	LES SCHWAB	613.34	06/20/21	PW/TIRE SERVICE
053834	06/17/21	LIF00	Life Assist Inc.	1585.34	5/31/21	FD MEASURE A/MEDICAL SUPPLIES
053835	06/17/21	LIN00	LINCOLN AQUATICS	18853.36	5/31/21	REC/POOL CHEMICALS
053836	06/17/21	LOM00	TYLER LOMBARD	300.00	6/2021	FD MEASURE A/EMR CLASS
053837	06/17/21	MAT04	MATSON & ISOM	3681.50	930649082	MONTHLY BILLING JUNE 2021,MUNI CODE WORK
053838	06/17/21	MCM00	McMaster-Carr	1942.89	2086,6948	PW/W&S MATERIALS, BD SUPPLIES
053839	06/17/21	MUN03	MUNICIPAL EMERGENCY SVCS	344.78	1585277	FD MEASURE A/UNIFORM PANTS
053840	06/17/21	NAP00	NAPA AUTO PARTS	157.74 1500.67	754753 5/25/2021	FD MEASURE A/BATTERIES FOR PARADE TRUCK PW&PD FLEET, OW-SHOP MATERIALS
			Check Total.....:	1658.41		
053841	06/17/21	NOR37	NORTH STATE SCREENPRINTIN	1623.02	379543826	REC/T-SHIRT
053842	06/17/21	O'R00	O'Reilly Auto Inc	157.50	5/28/21	FD/PARTS FOR ENGINE #20 & 40
053843	06/17/21	ORH00	ORLAND HARDWARE	16.12	5/27/21	FD MEASURE A/TRUCK WASH SUPPLIES
053844	06/17/21	ORL15	Orland Saw & Mower	40.17	40763	PW/PARKS SUPPLIES
053845	06/17/21	PGE00	PG&E	9.86 15076.54	6/9/21 6/14/21	REC/STANDBY POWER MULTI-DEPTS/UTILITY USAGE
			Check Total.....:	15086.40		
053846	06/17/21	SEI00	ROY R SEILER, C.P.A	3457.20	30332	ACCOUNTING PROFESSIONAL SERVICES
053847	06/17/21	SHA08	Shasta Safety Supply	1051.87	21310	PW/SAFETY SUPPLIES
053848	06/17/21	SON05	Sonsray Machinery	1326.56	27690-04	PW/LOADER PARTS
053849	06/17/21	SWR00	STATE WATER RESOURCES CON	17568.42	14596;111	EVA WELL PAYMENT
053850	06/17/21	T&S01	T AND S DVBE, INC.	262.92	21-1118	STREETS/THERMOPLASTIC SUPPLIES
053851	06/17/21	TUR01	Rae Turnbull	9.69	6/5/21	AC/REIMBURSEMENT FOR SUPPLIES
053852	06/17/21	USA04	USA Blue Book	4638.60	820,289	PW/WATER PARTS
053853	06/17/21	VAL02	VALLEY ROCK PRODUCTS	283.66	1146815	PW/CONCRETE SAND
053854	06/17/21	VAN00	VANTAGE POINT TRANSFER AG	1656.90	060321	DEF COMP PLAN 304591
			Cash Account Total.....:	196466.55		
			Total Disbursements.....:	196466.55		
			Cash Account Total.....:	.00		

REPORT.: 06/03/21
 RUN....: 06/03/21 Time: 16:13
 Run By.: Deysy Guerrero

CITY OF ORLAND
 Warrant Register

Warrant Number	Date	Payroll Date	**Employee** Num	Name	Actual Period	Fiscal Period	Gross Amount
14171	06/03/21	06/02/21	ALL00	ALLEN, JERRY G	06-21	12-21	636.84
14172	06/03/21	06/02/21	CLO00	CLOYD, RILEY J	06-21	12-21	449.50
14173	06/03/21	06/02/21	CLO01	CLOYD, HANNAH	06-21	12-21	52.50
14174	06/03/21	06/02/21	COM01	COMBS, DANIEL T	06-21	12-21	580.00
14175	06/03/21	06/02/21	FIC00	FICHTER, QUENTIN	06-21	12-21	1484.71
14176	06/03/21	06/02/21	KAR00	KARLE, CARSON	06-21	12-21	231.00
14177	06/03/21	06/02/21	ORO02	OROZCO, EVVEN	06-21	12-21	224.00
14178	06/03/21	06/02/21	VLA01	VLACH, ETHAN	06-21	12-21	154.00
14179	06/03/21	06/02/21	WAT01	WATHEN, CELESTINA S	06-21	12-21	119.00
14180	06/03/21	06/02/21	WAT03	WATHEN, AIDEN	06-21	12-21	161.00
14181	06/03/21	06/02/21	WAT04	WATHEN, MADASIA	06-21	12-21	21.00
Z03832	06/03/21	06/02/21	ALV00	ALVARADO, ENRIQUE	06-21	12-21	73.50
Z03833	06/03/21	06/02/21	ALV01	ALVA, MICHAELA	06-21	12-21	1627.48
Z03834	06/03/21	06/02/21	AND00	ANDRADE, EDGAR	06-21	12-21	2565.32
Z03835	06/03/21	06/02/21	BAL00	BALDRIDGE, THEA	06-21	12-21	168.00
Z03836	06/03/21	06/02/21	BEL00	BELTER, ANNIE	06-21	12-21	56.00
Z03837	06/03/21	06/02/21	CAR02	CARMON, GRANT E	06-21	12-21	3422.28
Z03838	06/03/21	06/02/21	CAR03	CARR, PETER R	06-21	12-21	5961.54
Z03839	06/03/21	06/02/21	CES00	CESSNA, KYLE A	06-21	12-21	3587.43
Z03840	06/03/21	06/02/21	CHA01	CHANEY, JUSTIN	06-21	12-21	3583.85
Z03841	06/03/21	06/02/21	CRA00	CRANDALL, JEREMY	06-21	12-21	353.08
Z03842	06/03/21	06/02/21	ESP00	ESPINOSA, LETICIA	06-21	12-21	1869.33
Z03843	06/03/21	06/02/21	ESP01	ESPELAND, JACOB	06-21	12-21	56.00
Z03844	06/03/21	06/02/21	ESP02	ESPELAND, SAM	06-21	12-21	249.12
Z03845	06/03/21	06/02/21	FEN03	FENSKE, JOSEPH H	06-21	12-21	2854.74
Z03846	06/03/21	06/02/21	FLO00	FLORES, JOSE D	06-21	12-21	2762.24
Z03847	06/03/21	06/02/21	FUL00	FULLMORE, KRISTOPHER	06-21	12-21	3079.19
Z03848	06/03/21	06/02/21	GAM00	GAMBOA, YADIRA	06-21	12-21	268.28
Z03849	06/03/21	06/02/21	GUE01	GUERRERO, DEYSY D	06-21	12-21	2328.93
Z03850	06/03/21	06/02/21	GUE02	GUERRERO, JORGE	06-21	12-21	2046.24
Z03851	06/03/21	06/02/21	HAR00	ZOLLERHARRIS, TRAVIS	06-21	12-21	541.41
Z03852	06/03/21	06/02/21	JOH01	JOHNSON, SEAN KARL	06-21	12-21	4328.26
Z03853	06/03/21	06/02/21	KOC00	KOCHEMS, ALISON	06-21	12-21	87.50
Z03854	06/03/21	06/02/21	KOC01	KOCHEMS, EMMA	06-21	12-21	112.00
Z03855	06/03/21	06/02/21	LED00	LEDAY, JESSICA E	06-21	12-21	2524.73
Z03856	06/03/21	06/02/21	LOW00	LOWERY, KATHERINE	06-21	12-21	2646.41
Z03857	06/03/21	06/02/21	MAR02	MARTINDALE, RYAN EUGENE	06-21	12-21	1504.84
Z03858	06/03/21	06/02/21	MEJ00	APARICIO, LILIA MEJIA	06-21	12-21	1933.16
Z03859	06/03/21	06/02/21	MEZ00	MEZA, JODY L	06-21	12-21	3419.26
Z03860	06/03/21	06/02/21	MIL00	MILLS, DARYL A	06-21	12-21	2917.67
Z03861	06/03/21	06/02/21	MYE00	MYERS, KEVIN	06-21	12-21	571.32
Z03862	06/03/21	06/02/21	OVA00	OVARD, CONNOR	06-21	12-21	28.00
Z03863	06/03/21	06/02/21	PAI01	PAILLON, MICHAEL	06-21	12-21	1942.29
Z03864	06/03/21	06/02/21	PAN00	PANIAGUA, BLANCA A	06-21	12-21	639.92
Z03865	06/03/21	06/02/21	PEN01	PENDERGRASS, REBECCA A	06-21	12-21	2273.39
Z03866	06/03/21	06/02/21	PER00	PEREZ, MARGARITA T	06-21	12-21	1843.83
Z03867	06/03/21	06/02/21	PIN00	PINEDO, EDGAR ESTEBAN	06-21	12-21	2421.11
Z03868	06/03/21	06/02/21	POR00	PORRAS, ESTEL	06-21	12-21	1711.82
Z03869	06/03/21	06/02/21	PUN00	PUNZO, GUILLERMO	06-21	12-21	2001.40
Z03870	06/03/21	06/02/21	PUR01	PURCHASE, HEATHER	06-21	12-21	824.56
Z03871	06/03/21	06/02/21	RIC01	RICE, GERALD W	06-21	12-21	1990.85
Z03872	06/03/21	06/02/21	ROD00	RODRIGUES, ANTHONY	06-21	12-21	3029.77
Z03873	06/03/21	06/02/21	ROE00	ROENSPIE, THOMAS LUKE	06-21	12-21	3604.38
Z03874	06/03/21	06/02/21	ROM00	ROMERO, ARNULFO	06-21	12-21	2676.67
Z03875	06/03/21	06/02/21	SCH03	SCHMITKE, JENNIFER	06-21	12-21	1700.01
Z03876	06/03/21	06/02/21	SOE00	SOETH, MATTHEW A	06-21	12-21	1088.00
Z03877	06/03/21	06/02/21	STE01	STEWART, ROY E	06-21	12-21	2575.78
Z03878	06/03/21	06/02/21	SUA02	SUAREZ, BRYAN E	06-21	12-21	1874.90
Z03879	06/03/21	06/02/21	SWI00	SWINHART, ROBERT	06-21	12-21	1636.90
Z03880	06/03/21	06/02/21	VAL00	VALENZUELA, BRENDA	06-21	12-21	316.54
Z03881	06/03/21	06/02/21	VLA00	VLACH, RAYMOND JOSEPH	06-21	12-21	4468.46
Z03882	06/03/21	06/02/21	VLA02	VLACH, ZOE	06-21	12-21	56.00
Z03883	06/03/21	06/02/21	VON00	VONASEK, EDWARD J	06-21	12-21	4183.31
Z03884	06/03/21	06/02/21	WAC00	WACKERMAN, JANET	06-21	12-21	3000.18
							107500.73
							=====

REPORT.: 06/10/21
 RUN....: 06/10/21 Time: 09:29
 Run By.: Deysy Guerrero

CITY OF ORLAND
 Warrant Register

Warrant Number	Date	Payroll Date	**Employee** Num	Name	Actual Period	Fiscal Period	Gross Amount
14182	06/10/21	06/10/21	ALL00	ALLEN, JERRY G	06-21	12-21	2015.07
							2015.07
							=====

MINUTES OF THE ORLAND CITY COUNCIL
REGULAR MEETING HELD JUNE 7, 2021

CALL TO ORDER

Meeting called to order by Mayor Roundy at 6:03 p.m.

Meeting opened with the pledge of allegiance.

ROLL CALL

Councilmembers present via teleconference:	Councilmembers Dennis Hoffman, Billy Irvin, Chris Dobbs, Vice Mayor Jeffrey A. Tolley and Mayor Bruce T. Roundy
Councilmembers absent:	None
Staff present via teleconference:	City Manager Pete Carr, City Attorney Greg Einhorn, Public Works Director Ed Vonasek, Fire Chief Justin Chaney, Accounting Manager Rebecca Pendergrass and City Clerk/Administrative Services Manager Janet Wackerman

ORAL AND WRITTEN COMMUNICATIONS

Citizen Comments: Ms. Wackerman read a letter from Trish Saint-Evens, chair of the Orland Historical and Cultural Society 4th of July event. The letter welcomed everyone to Orland's 44th Old Fashion 4th of July celebration and thanked City staff for reserving Vinsonhaler park as well as the stage float for the event. Mayor Roundy asked if there was going to be a parade and Ms. Saint-Evens stated there would not be one. She added that they contacted Dr. Garrison, Public Health Officer, and he said they could hold their pie and ice cream booth.

Byron Denton, citizen, asked about the round tin building that has been placed on the city lot. Mr. Carr stated Jerry Kraemer donated the item to the Honeybee Discovery Museum board and it will eventually have a sign noting the future site of the HBD museum.

PLANNING COMMISSION MEMBER VACANCY – Mayor Bruce T. Roundy

Mayor Roundy stated there is a vacancy on the Planning Commission with the resignation of Mike Yalow. A public notice will be published calling for applicants. The Commissioner must reside within the city limits.

CONSENT CALENDAR

- A. Approve Warrant List (payable obligations).
- B. Approve City Council minutes for May 17, 2021.
- C. Receive and file minutes of Arts Commission of April 21, 2021
- D. Adopt Resolution No. 2021-11 consenting to the extension of service charges imposed on improved real property within the incorporated area of the City of Orland for the use and/or ability to use the Glenn County Solid Waste System.

Action:	Vice Mayor Tolley moved, seconded by Councilmember Hoffman to approve the consent calendar. The motion carried 5-0 by the following roll call vote:
AYES:	Vice Mayor Tolley, Councilmembers Hoffman, Dobbs and Irvin, Mayor Roundy
NOES:	None
ABSENT:	None
ABSTAIN:	None

ADMINISTRATIVE BUSINESS

A. Resolution 2021-12 Declaring Local Drought State of Emergency (Discussion/Action) – Pete Carr, City Manager

Mr. Carr stated Councilmembers will receive a more in-depth report on the status of local groundwater and City wells at their June 21 meeting. Councilmembers can direct Staff to take action tonight to be consistent with the County of Glenn, that recently declared a local emergency due to drought conditions, or wait until more information is presented June 21.

Action: Councilmember Hoffman moved, seconded by Vice Mayor Tolley to adopt Resolution 2021-12, Declaring a Local Drought State of Emergency. The motion carried 4-1 by the following roll call vote:

AYES: Councilmember Hoffman, Vice Mayor Tolley, Councilmember Dobbs and Mayor Roundy

NOES: Councilmember Irvin

ABSENT: None

ABSTAIN: None

Councilmember Hoffman suggested water saving measures should begin as soon as possible. Mr. Carr stated Staff could release public notification thru the City's Facebook page and media releases to the press as soon as tomorrow. Councilmember Dobbs proposed starting July 1 so numbers can be reviewed, and water customers can prepare.

Action: Vice Mayor Tolley moved, seconded by Councilmember Dobbs to implement Orland Municipal Code 13.06.070 – *Conservation measures to be implemented during times of declared state-wide water shortage and/or drought conditions* effective July 1 or sooner depending on data received from the City Engineer and Public Works Director June 21, 2021. The motion carried 4-1 by the following roll call vote:

AYES: Vice Mayor Tolley, Councilmembers Dobbs and Hoffman and Mayor Roundy

NOES: Councilmember Irvin

ABSENT: None

ABSTAIN: None

Upon the consensus of those present, Mr. Carr will represent City of Orland on the Glenn County Drought Task Force. Mr. Vonasek will be alternate.

B. Settlement Agreement and Release of Claim (Discussion/Action) – Gregory Einhorn, City Attorney

Mr. Einhorn stated Randy McLaughlin, representing Old Durham Wood, Inc. has signed an agreement, releasing the City from all claims with work performed by ODW at the City's green waste site and accepts the lump payment of \$16,653.00.

Councilmember Irvin asked if there was no purchase order or written agreement between the City and ODW? Mr. Einhorn stated that was correct. Councilmember Irvin stated he was against the payment and did not agree that the City owes the amount. Vice Mayor Tolley stated he appreciated Councilmember Irvin bringing up the matter and added it is important to obtain a contract when obtaining services.

Action: Councilmember Irvin moved, seconded by Vice Mayor Tolley to authorize the City Manager to execute the settlement of the invoice with Old Durham Wood. The motion carried 5-0 by the following roll call vote:

AYES: Councilmember Irvin, Vice Mayor Tolley, Councilmembers Hoffman and Dobbs and Mayor Roundy
NOES: None
ABSENT: None
ABSTAIN: None

C. Adoption of Final Budget FY 21/22 (Discussion/Action) – Pete Carr, City Manager

Mr. Carr stated the budget as presented is designed to provide expected public services, accomplish planned improvements and protect emergency reserves. The budget is balanced and with the addition of ARPA and Covid relief funds totals \$10million.

Discussion was held on the Welcome to Orland sign proposed for the east entrance into Orland. Mr. Carr stated he will put funding of the sign on the ARPA list.

Action: Councilmember Hoffman moved, seconded by Vice Mayor Tolley to adopt the FY21/22 budget as drafted and proposed. The motion carried 5-0 by the following roll call vote:
AYES: Councilmember Hoffman, Vice Mayor Tolley, Councilmembers Dobbs and Irvin, Mayor Roundy
NOES: None
ABSENT: None
ABSTAIN: None

D. Resolution 2021-13 Declaring an End to the Covid-19 Local State of Emergency – (Discussion/Action) Pete Carr, City Manager

Mr. Carr stated there was one new case over the weekend, one active case, no hospitalizations and two deaths. The City Council declared a local emergency in March 2020 by Resolution 2020-02. Glenn County recently concluded its declaration of local emergency. The City can continue to receive Covid relief funds even if a declaration of an end to the local state of emergency is put into place.

Action: Councilmember Irvin moved, seconded by Vice Mayor Tolley to adopt Resolution 2021-13 declaring an end to the Covid-19 local state of emergency. The motion carried 5-0 by the following roll call vote:
AYES: Councilmember Irvin, Vice Mayor Tolley, Councilmembers Hoffman and Dobbs and Mayor Roundy
NOES: None
ABSENT: None
ABSTAIN: None

Mayor Roundy stated the June 21st Council meeting will be held in Carnegie Center with public in attendance. Mr. Carr asked if he would like Zoom as an option and Mayor Roundy stated yes.

CITY COUNCIL COMMUNICATIONS AND REPORTS

Vice Mayor Tolley:

- Will be attending the dinner at the Fire Hall this Monday.

Councilmember Hoffman:

- Attended the County transportation meetings where they discussed road improvements and bus routes.
- Attended the Honey Bee Discovery Museum Board meeting and the museum's open house held last Friday.

Councilmember Irvin:

- Asked why the warrant for the pension obligation bond is not listed on the payroll record. Ms. Pendergrass stated the bond is paid thru a vendor and not as an automatic payment.
- Can't wait to meet in person for Council meetings.

Councilmember Dobbs:

- Attended Glenn County Fair and found it a big hit with people having a good time.

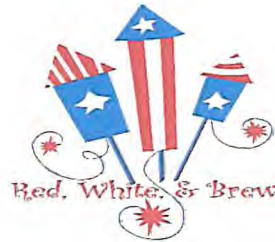
Mayor Roundy:

- Attended Art Gallery event; over 100 people attended.

Meeting adjourned at 8:17 p.m.

Janet Wackerman, City Clerk

Bruce T. Roundy, Mayor



Trish Saint-Evens
PO Box 302
Orland, Ca 95963

Orland City Hall
City of Orland Mayor, Orland City Council Members & Staff
815 Fourth Street
Orland, CA 95963

May 25, 2021

Dear City of Orland Mayor, Orland City Council Members and Staff,

On behalf of Orland Historical & Cultural Society, I would like to welcome all of you to Orland's 44th Old Fashion 4th of July Celebration. We would especially enjoy hearing from Orland's Mayor Bruce Roundy on this most important and celebratory day.

I would also like to thank the City Hall once again for reserving our beautiful Vinsonhaler Park as well as the Stage Float, for the event. We look forward to spending the day with all of you as well as the citizens of our fine City of Orland.

Sincerely and Respectfully,

Trish Saint-Evens

Trish Saint-Evens
OHCS 4th of July event chair

CITY OF ORLAND

CITY COUNCIL AGENDA CONSENT ITEM #: 8.C.

MEETING DATE: June 21, 2021

TO: Honorable Mayor and Council
FROM: Janet Wackerman, Grants Administrator
SUBJECT: CA Department of Transportation (Caltrans) Highway Safety Improvement Program (HSIP)

Staff seeks City Council approval to authorize the City Manager or his designee to execute a contract with Pelagic Engineering.

BACKGROUND

The City of Orland was awarded a grant from Caltrans' HSIP to fund pedestrian countdown signal heads with accessible pedestrian system buttons and pavement markings along Walker Street.

DISCUSSION

A Notice to Bidders was published in the Glenn County Transcript May 19, 2021, the Valley Contractors Exchange had bid documents available in their plan room and the documents were also posted to the City's website.

At total of 5 (five) bids were received with the low bid amounting to \$111,940.00 from Pelagic Engineering.

Attachment:

- A. Bidders' list
- B. Construction Contract

RECOMMENDATION

Accept bid of \$111,940.00 from Pelagic Engineering and authorize the City Manager or his designee to sign the contract.

Fiscal Impact of Recommendation:

Grant funding in the amount of \$202,400.00 is available for construction and materials.

Attachment A

HSIP 5185 (008)

Pedestrian Countdown Signal Heads and Pavement Markings - Construction

Bid Opening: June 11, 2021 at 2 PM

Engineer's Estimate: \$200,000.00

	Bidder	Amount
1	Pelagic Engineering	111,940
2	Construction H., Inc.	169,340
3	Lord's Electric	185,750
4	Robt J. Frank Construction	197,350
5	St. Francis Electric LLC	219,990

FORM OF CONTRACT

THIS AGREEMENT, made and entered into on the date below written, by and between, CITY OF ORLAND, CALIFORNIA, A MUNICIPAL CORPORATION, 815 Fourth Street, Orland, California, 95963, hereinafter called the OWNER and Pelagic Engineering hereinafter called the CONTRACTOR. WITNESSETH, that, for the considerations hereinafter mentioned, the Owner and Contractor agree as follows:

ARTICLE I. The Contractor agrees to furnish all labor, materials, tools, and equipment and to perform all the work required to construct and complete in a good and workmanlike manner, and in strict accordance with the Contract Documents entitled:

CONTRACT DOCUMENTS

FOR

SR32 Pedestrian Improvement Project

The Contract Documents have been prepared by City of Orland, hereinafter called the City, and are hereby incorporated in and made a part of this Contract.

ARTICLE II. The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, the following prices, and the Contractor agrees to receive and accept said following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement, and for all loss or damage arising out of the nature of the aforesaid work or from the action of the elements and from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work, and for well and faithfully completing the work and the whole thereof in the manner and according to the Contract Documents and the requirements of the City under it, to wit:

As shown on the Bid attached hereto and incorporated herein.

ARTICLE III. The Owner shall make payments on the account of the Contractor as specified in Article 6.00 of the General Conditions.

ARTICLE IV. The Contractor shall commence work within 15 days and shall diligently prosecute the same to completion within 15 calendar days after receipt of a Notice to Proceed from the Owner.

ARTICLE V. The Contractor shall guarantee all of his work against defective material or faulty workmanship for a period of one year after the date of acceptance of the work by the Owner.

The Contractor shall repair or replace to the satisfaction of the City any or all such work that may prove defective in workmanship or materials within that period, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing.

FORM OF CONTRACT

In the event of failure to comply with the above mentioned conditions within a reasonable time after being notified in writing, the Owner is authorized to have the defects repaired and made good at the expense of the Contractor who will pay the cost and charges therefore immediately upon demand.

The signing of the Contract by the Contractor shall constitute execution of the above guarantees.

ARTICLE VI. The Contractor specifically obligates himself and hereby agrees to protect, hold free and harmless, defend and indemnify the Owner, the City and his consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of actions, claims or judgments, including attorney's fees, which arise out of or are in any way connected with the Contractor's performance of his work under this Contract. To the extent legally permissible, this indemnity and hold harmless agreement by the Contractor shall apply to any acts or omissions, whether active or passive, on the part of the Contractor or his agents, employees, representatives, or subcontractors, or his subcontractor's agents, employees and representatives, resulting in liability irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may have also been a contributing factor to the liability.

As a further precaution toward this end, the Contractor shall procure and maintain, in full force and effect during the performance of the work contemplated hereunder, insurance in his favor and also in favor of the Owner, with an insurance carrier approved by the Owner, as specified in Article 4.00 of the General Conditions and in the Special Conditions.

ARTICLE VII. Contractor acknowledges that State Labor Law requires the payment of prevailing wages and the maintenance of certain payroll records and other requirements as specified in Article 5.00 of the General Conditions and the Labor Code. Contractor agrees that these requirements shall be incorporated into all of his subcontracts.

ARTICLE VIII. Neither party of the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due, or to become due to him hereunder, nor utilize any subcontractors, other than those set forth in the List of Subcontractors, without the previous written consent of the Owner.

ARTICLE IX. Contractor is an independent contractor in the performance of this contract and is not an employee or agent of the Owner. The Owner has no direct obligation to any officers, agents, employees or subcontractors of the Contractor and such individuals shall not be entitled to claim direct payment of salaries nor seek employment benefits from the Owner.

ARTICLE X. Contractor warrants that he is duly and properly licensed to perform and provide the services contemplated by this Contract. Contractor shall possess all required licenses, including a local business license and shall require subcontractors and suppliers to be similarly licensed with regard to performance under this Contract.

ARTICLE XI. The Contractor shall maintain records relating to his performance of this Contract which shall be available for audit and/or inspection for a period of three (3) years after Contractor completes performance of the Contract or the Contract is otherwise terminated.

ARTICLE XII. Any Notices given pursuant to this Contract must be in writing and given either by personal delivery or by United States Mail postage prepaid, addressed as follows:

OWNER:

City of Orland
Attn: Pete Carr
City Manager
815 Fourth Street
Orland, CA 95963

CONTRACTOR:

Pelagic Engineering
Attn: Stephen Jackson
President
3600 Harbor Blvd #85
Oxnard CA 93035

FORM OF CONTRACT

ARTICLE XIII. The Owner may terminate this Contract, without cause, upon giving of five (5) days written notice to Contractor. In the event of termination without cause, Contractor shall be compensated for services performed and materials furnished on an equitable basis through the date of termination.

ARTICLE XIV. California Law governs the interpretation and enforcement of this Contract.

ARTICLE XV. This Contract embodies the entire agreement between the parties. There are no oral agreements. No amendment to this Contract shall be valid unless in writing, executed by both parties to this Contract. The language of this Contract governs against any conflicting language or terms contained in any attachment, exhibit or scope of work.

ARTICLE XVI. Neither the acceptance of work nor payment for that work shall constitute a waiver of any provisions of this Contract. A waiver of any breach shall not constitute a waiver of any other provision or subsequent breach.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands on the date below written.

OWNER

Date

Pete Carr
City Manager
City of Orland

(City Seal)

Attest:

Janet Wackerman, City Clerk, City of Orland

CONTRACTOR

Date

Name

Title

Approved as to Form:

Company

Greg Einhorn, City Attorney
City of Orland

Federal Minimum Wage Rates

To be inserted at time of execution

EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE

EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE
(For Local Assistance Construction Projects)

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

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

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

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor's responsibility to verify that the DBE firm is certified as DBE at date of bid opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found [here](#).

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

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

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

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

a. Nondiscrimination Statement

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

b. Contract Assurance

Under 49 CFR 26.13(b):

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

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

c. Prompt Progress Payment

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

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

d. Prompt Payment of Withheld Funds to Subcontractors

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

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

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

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

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

e. Termination and Substitution of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

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

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

The prime contractor's request to use other forces or material sources must include:

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

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

f. Commitment and Utilization

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

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

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

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

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The Agency shall request the prime contractor to:

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

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

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

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

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

g. DBE RUNNING TALLY OF ATTAINMENTS

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

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.
3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.
4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. CHANGED CONDITIONS

a. Differing Site Conditions

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

b. Suspensions of Work Ordered by the Engineer

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

writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

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

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

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

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of _____ WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County _____ the sum of \$ _____ per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

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

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

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

10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS

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

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

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

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

[The following 12 pages must be physically inserted into the contract without modification.]

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

- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

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

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

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

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

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

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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

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

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

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

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

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

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

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

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

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IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

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2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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4. Apprentices and trainees**a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * *

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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2. Instructions for Certification - Lower Tier Participants:

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

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

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MINORITY GOALS

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

The nationwide goal for female utilization is 6.9 percent.

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

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties:	28.9
	7120 Salinas-Seaside-Monterey, CA	25.6
	CA Monterey	
	7360 San Francisco-Oakland	
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	19.6
	CA Santa Clara, CA	
	7485 Santa Cruz, CA	14.9
	CA Santa Cruz	
	7500 Santa Rosa	9.1
177	CA Sonoma	
	8720 Vallejo-Fairfield-Napa, CA	17.1
	CA Napa; CA Solano	
	Non-SMSA Counties:	23.2
	CA Lake; CA Mendocino; CA San Benito	
	Sacramento, CA: SMSA Counties:	16.1
	6920 Sacramento, CA	
	CA Placer; CA Sacramento; CA	14.3
	Yolo Non-SMSA Counties	
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	
178	Stockton-Modesto, CA: SMSA Counties:	12.3
	5170 Modesto, CA	
	CA Stanislaus	
	8120 Stockton, CA	24.3
	CA San Joaquin	
179	Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	
	Fresno-Bakersfield, CA SMSA Counties:	19.1
	0680 Bakersfield, CA	
	CA Kern	
	2840 Fresno, CA	26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	28.3
	4480 Los Angeles-Long Beach, CA	
	CA Los Angeles	21.5
	6000 Oxnard-Simi Valley-Ventura, CA	
	CA Ventura	19.0
	6780 Riverside-San Bernardino-Ontario, CA	
	CA Riverside; CA San Bernardino	19.7
181	7480 Santa Barbara-Santa Maria-Lompoc, CA	
	CA Santa Barbara	24.6
	Non-SMSA Counties	
	CA Inyo; CA Mono; CA San Luis Obispo	
	San Diego, CA: SMSA Counties	16.9
	7320 San Diego, CA	
	CA San Diego	
	Non-SMSA Counties	18.2
	CA Imperial	

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

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

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such

Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

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

15. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is ____.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

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

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

Before starting work, the prime contractor shall submit to the City/County of _____ :

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

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

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

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

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

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

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

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

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

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

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

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

Each apprentice or trainee must:

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

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training

PAYMENT BOND

Whereas, The City Council of the City of _____, State of California, and _____ (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as project _____, is hereby referred to and made a part hereof, and

Whereas, Under the terms of the agreement, the principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of _____ to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

Now, therefore, the principal and the undersigned as corporate surety, are held firmly bound unto the City of _____ and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of _____ dollars (\$_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county (or city) in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

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

PAYMENT BOND

In witness whereof, this instrument has been duly executed by the principal and surety above named, on _____, 20____.

ATTEST:

Principal

(Principal Secretary)

By _____

(Witness as to Principal)

(Address)

(Address)

ATTEST:

Surety

(Surety Secretary)

By _____

Attorney-in-Fact

(Witness as to Surety)

(Address)

NOTE: If Contractor is a Partnership, all partners should execute the bond

PERFORMANCE BOND

Whereas, The City Council of the City of _____, State of California, and _____ (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as project _____, is hereby referred to and made a part hereof; and

Whereas, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the principal and _____, as surety, are held and firmly bound unto the City of _____ (hereinafter called "City"), in the penal sum of _____ dollars (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

The surety's obligations to the City arise immediately upon the default of the principal, without demand or notice.

PERFORMANCE BOND

In the event the principal defaults in the performance of its obligations, the surety may elect, either directly or through appropriate contractors to perform in the place of the principal. If the surety elects to proceed in this fashion, it shall provide written notice of such election to the City within thirty (30) days after surety becomes aware of the principal's default. If the surety elects to complete the obligations of the principal (as opposed to paying money damages to the City occasioned by such breach) the surety shall cause the obligations of the principal to be performed as soon as is reasonably possible, but in no event later than nine (9) months following knowledge of the breach by the principal. In the event the surety elects to perform the principal's obligations, the City shall be entitled to compel the surety, by way of specific performance, to perform such obligations.

If the surety does not elect to perform the principals' obligations, the surety shall deposit with the City a sum equal to the cost of the uncompleted portion of the work which comprises the principal's obligation. The City's city engineer shall determine the estimated cost of the uncompleted portion of the work and the surety shall make such deposit with the City within five (5) days of receipt of the city engineer's estimate. The City shall not be required to expend any of its own funds to complete the work nor to incur "out-of-pocket" damages inasmuch as the City's damages are measured by the value of its unfulfilled right, namely the cost of completing the obligations of the principal by installing the bargained-for improvements. Upon deposit of the estimated cost of completion with the City, the City may proceed to bid the remainder of the work as a public project pursuant to the Public Contracts Code and the surety shall be obligated to continue to deposit such additional sums as may be necessary from time-to-time until the improvements are complete and accepted by the City or until the surety has exhausted the penal sum of the bond. Should the surety deposit more funds than are necessary to satisfy the principal's obligation, then the City shall refund any balance remaining upon final acceptance of the improvements. No interest shall be paid on any deposits made with the City.

Underwriting assumptions and cost estimates of the Surety shall not have any bearing, whatsoever, on the Surety's liability under this bond. By way of example, if, when making underwriting decisions regarding issuing this bond, a cost estimate was prepared regarding the principal's obligations to the City, the fact that an item was omitted from the cost estimate (which item was an obligation of the principal to the City), shall in no way defeat or diminish the Surety's obligation to the City with respect to this omitted item. By way of further example, if the underwriting decision to issue this bond included a cost estimate of items and a particular item was estimated at a cost significantly less than the amount actually required to perform such item, this fact shall in no way defeat or diminish the Surety's obligation to the City. Namely, the Surety shall be obligated, to the full amount of the penal sum of the bond, with respect to all matters which are the principal's obligation to the City, whether such items are actually included in any cost estimate (or if so included, are estimated at a cost far less than the actual cost to perform such items). Likewise, the adequacy and amount of any premium (and whether or not such premium was sufficient for

PERFORMANCE BOND

the risk assumed by Surety) shall have no bearing on Surety's absolute and unconditional obligation to the City upon the principal's default of its obligations under this bond.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on _____, 20____.

ATTEST:

Principal

(Principal Secretary)

By _____

(Witness as to Principal)

(Address)

(Address)

ATTEST:

Surety

(Surety Secretary)

By _____
Attorney-in-Fact

(Witness as to Surety)

(Address)

NOTE: If Contractor is a Partnership, all partners should execute the bond.

SPECIAL CONDITIONS

1.00 SCOPE OF THE WORK

1.01 GENERAL WORK DESCRIPTION

The work to be done under this Contract consists of modifying existing traffic signals with pedestrian countdown signal heads and accessible pedestrian signal systems and pavement delineation as shown on the plans.

All construction shall conform to the requirements of the Contract Documents entitled:

CITY OF ORLAND

SR32 PEDESTRIAN COUNTDOWN SIGNAL HEADS AND PAVEMENT MARKINGS PROJECT

The intent of these contract documents is to provide for a completed work, and all items incidental and appurtenant to the specified items shall be included in the prices bid for the specified items.

1.02 DEFINITION OF TERMS

Wherever the words "City" or "Owner" appear in these documents, they shall be understood to mean the City of Orland, California

Wherever the word "Contractor" appears in these documents, it shall be understood to mean the party or parties constructing the improvements for acceptance by the Owner.

Wherever the words "Standard Detail(s)" appear in these documents, they shall be understood to mean the City of Orland Land Division Standards and Improvement Standards.

1.03 SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the City of Orland Land Division Standards and Improvement Standards, State of California Standard Specifications dated 2018, the State of California Standard Plans dated 2018, and these Special Conditions. References to the Standard Specifications include material and workmanship specifications only. All measurement and payment sections of the Standard Specifications are specifically NOT included in these Specifications.

Should a conflict arise between the City of Orland Land Division Standards and Improvement Standards and the Special Conditions, the Special Conditions shall govern.

Should a conflict arise between the Standard Specifications and the Special Conditions, the Special Conditions shall govern.

Should a conflict arise between the General Conditions and the Special Conditions, the Special Conditions shall govern.

Where Standard Specifications or testing methods have been referred to, such as ASTM or AASHTO, the intent is to refer to the latest applicable issue or revision of such specifications or testing methods.

1.04 STATE REQUIREMENTS

This project is subject to state contracting regulations, which are included in these Contract Documents as Supplemental General Conditions. The Contractor shall comply fully with these requirements and, in the event of conflict between the General Conditions and Supplemental General Conditions, the Supplemental General Conditions shall control.

2.00 PROGRESS AND COMPLETION OF THE WORK

2.01 AWARD OF CONTRACT

Refer to Section 8.00 of the Instructions to Bidders. The Award of Contract, if made, will be made within 30 days of the opening of Bids.

SPECIAL CONDITIONS

2.02 TIME OF COMPLETION

The Contractor shall diligently prosecute the work to completion within 60 CALENDAR DAYS from the date of issuance of the Notice To Proceed.

2.03 LIQUIDATED DAMAGES

The Contractor shall pay to the Owner the sum of \$1,100.00 per day, for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed above.

3.00 CONTROL OF THE WORK

3.01 PREVAILING WAGE

The successful bidder shall post a copy of the applicable wage rates on the job site during the construction period. Contractors and subcontractors shall submit certified payrolls to the Department of Industrial Relations in accordance with State of California requirements.

3.02 PERMITS AND LICENSES

The Contractor shall be required to meet all the requirements of the State of California Department of Transportation for the completion of work including, but not limited to, filing of applications, obtaining an encroachment permit, and payment of fees. No permits will be issued by the Owner for this work.

3.03 COORDINATION

The Owner and public utility companies reserve the right to enter upon the work for the purpose of making changes necessitated by the improvements being constructed under this Contract. The Owners of the public utilities will coordinate such work with the Contractor and all parties shall cooperate to the fullest extent possible.

The Contractor shall protect from damage all utilities and other facilities that are to remain in place, be installed, relocated or otherwise rearranged

3.04 SHOP DRAWINGS AND MATERIAL DATA

The Contractor shall submit a minimum of four copies of shop drawings and material data to the City for approval not less than five days before beginning construction. Facsimile submittals will not be accepted. Material and/or equipment shall not be fabricated, assembled, or shipped until the shop drawings or material data have been approved by the City.

The City will retain three copies of the shop drawings and material data, and will return one copy to the Contractor. If the Contractor desires additional copies, more than four copies must be submitted

For this project submittals shall include, but not be limited to, mix designs, pipe materials, pipe joint details, special fittings or adaptors, imported bedding and backfill materials and all technical design data required by the City to verify product compliance with the Contract Documents.

3.06 UNDERGROUND SERVICE ALERT (USA)

The Contractor shall notify the Underground Service Alert at least 72 hours before excavating

3.06 EXISTING UTILITIES

Existing underground utilities are indicated on the drawings, based upon record information. The depths of existing utilities are unknown. The Contractor shall verify the exact locations in the field to avoid damage to existing facilities.

The Contractor shall cooperate with utility companies in locating facilities and shall exercise care in working adjacent to or crossing such facilities to avoid damage. Any damage to existing facilities caused by the Contractor's operation shall be repaired by the Contractor at his expense.

SPECIAL CONDITIONS

3.07 RIGHTS-OF-WAY

The Contractor shall confine his operations to the limits of the rights-of-way provided. The Contractor is advised that if additional working space is required outside the limits of the rights-of-way provided, such additional area must be obtained directly from the property owners by the Contractor for use during the construction period. The Owner shall be furnished with copies of written agreements or otherwise notified in writing if additional working space is acquired.

3.08 HOURS OF OPERATION

The Contractor shall restrict his activities to the hours between 7:00 a.m. and 5:00 p.m. Monday through Friday, unless otherwise approved by the Owner.

3.09 NOISE CONTROL

All equipment used by the Contractor shall have noise muffling devices approved for use in residential areas.

3.10 DUST CONTROL

Where dust is created, either by the Contractor's vehicles or other vehicles, it shall be controlled by the Contractor through watering or preferably by cleaning up the material causing the dust. Dust control shall be continued as necessary until the work is accepted by the Owner.

3.11 CONSTRUCTION WATER

The Owner will furnish water for dust control, cleaning operations, and testing from the Owner's existing system. No charge will be made for such water. However, it shall not be used wastefully, and it shall be the Contractor's responsibility to see that it is delivered to the place it is needed. The Contractor shall furnish and use only proper hydrant wrenches when obtaining water from fire hydrants. No fire hydrant shall be obstructed in case of fire in the area served by the hydrant.

3.12 SANITATION

The Contractor shall provide temporary sanitation facilities at the work site, and maintain such facilities throughout the period of work on the project.

3.13 PRESERVATION OF STAKES

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

3.14 TESTING

All required testing of materials and construction methods will be provided by the Owner. Should tests show materials or methods to be unacceptable, however, and re-testing of the same material is required, the cost of such re-testing will be deducted from payments due the Contractor.

3.15 LANDSCAPE RESTORATION

All landscaping and irrigation facilities disturbed by the work shall be restored to its original condition by the Contractor. Any irrigation facilities in conflict with proposed improvements shall be replaced, repaired or relocated and tested by the Contractor. Testing of the irrigation facilities shall be done while the Public Works Director or his representative is present.

The Contractor shall take care to minimize damage to adjacent landscaping. Sod shall be installed where established grass has been removed. The Contractor shall restore landscaping as trenching and backfilling operations are completed. Restored landscaping shall be watered and maintained for thirty (30) days after placement.

No measurement of quantities will be made. Payment for restoring landscaping to existing conditions or as specified by the City shall be included in the prices bid for the Bid Items.

SPECIAL CONDITIONS

3.16 STORAGE OF EQUIPMENT AND MATERIALS

No storage of materials and equipment/vehicles or equipment/vehicle staging is allowed within the Owner's rights of way without prior approval of the Owner.

To the fullest extent possible, materials to be used for the new work shall be delivered on the day they are to be used.

3.17 DISPOSAL OF SURPLUS MATERIALS

The Contractor shall provide a suitable site for all excavated materials, including asphalt and concrete. The Contractor shall provide the Owner with a copy of written authorization from the owner of the property upon which the surplus materials are to be placed before beginning work on the project.

3.18 CLEANUP

The work area shall be kept in a neat and orderly condition during construction. The Contractor shall remove and dispose of all trash, debris and waste material resulting from his operations

Upon completion of the work, the Contractor shall remove all debris, surplus material, equipment, and supplies, and shall leave the entire work area in a neat, orderly condition.

4.00 WORK ZONE SAFETY

4.01 POLICY

The Contractor shall be solely responsible for safety on the job. Inspection of the work being performed, or acceptance of work completed does not imply any approval or acceptance by the Owner of safety measures used by the Contractor.

The Contractor shall furnish, erect, and maintain at all times, substantial barricades, fences, signs, or other adequate protection, shall furnish and operate warning lights, and shall provide flagmen. Warning lights shall be installed at suitable intervals and shall be in operation from sunset to sunrise.

The Contractor shall furnish, erect, and maintain at all times adequate sheeting, shoring, and bracing of all excavations in accordance with OSHA and California Industrial Safety Regulations. The Contractor shall be solely responsible for the adequacy and sufficiency of the safety equipment used.

The Contractor shall notify all property owners or tenants at least 24 hours prior to the start of construction and coordinate the ingress and egress of their vehicles on a daily basis. The Contractor shall schedule his work to avoid unnecessary interference with access through the work area by owners of abutting property. Particular care shall be taken to permit access to driveways at the end of each workday. Dispatchers for emergency services shall be kept informed of street closures and/or access restrictions.

The work shall be carried out in an orderly and systematic manner to present as little inconvenience as possible to public traffic. A minimum of one traffic lane shall be maintained on adjacent streets at all times. The roadway shall be restored to a condition which allows normal vehicular traffic on 6th Street at the end of each day's work.

5.00 INSURANCE REQUIREMENTS

5.01 GENERAL

Fire Insurance, as specified in Section 4.02 of the General Conditions is not required for this project.

The Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

SPECIAL CONDITIONS

5.02 MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability, and property damage liability for the limits of liability indicated below and including coverage for premises, operations and mobile equipment; products and completed operations; broad form property damage (including completed operations); explosion, collapse and underground hazards; personal injury; and contractual liability.

Automobile Liability Insurance, including coverage for all owned, hired and non-owned automobiles

Workers' Compensation Insurance as required by the State of California and Employer's Liability insurance.

5.03 MINIMUM LIMITS OF INSURANCE

The Contractor shall maintain no less than:

1. General Liability:
 - a) \$1,000,000.00 per occurrence (combined a single limit for bodily injury and property damage),
 - b) \$2,000,000.00 aggregate for products-completed operations.
 - c) \$2,000,000.00 general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this Contract.
 - d) \$5,000,000.00 umbrella or excess liability. Umbrella or excess policy shall include products liability and completed operations coverage. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
2. Automobile Liability: \$1,000,000.00 combined single limit each accident for bodily injury and property damage. The umbrella or excess liability coverage required above shall also apply to automobile liability.
3. Employers Liability:
 - a) \$1,000,000.00 per accident for bodily injury by accident.
 - b) \$1,000,000.00 policy limit for bodily injury by disease.
 - c) \$1,000,000.00 for each employee for bodily injury by disease.

5.04 DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses

5.05 OTHER INSURANCE PROVISIONS

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

SPECIAL CONDITIONS

4. Coverage for such additional insureds shall not extend to liability:
 - a) arising from any defective or substandard condition of a City roadway which existed prior to the time the Contractor commenced work, unless such condition has been changed by the work or the scope of the work requires the Contractor to maintain existing City roadway facilities and the claim arises from the Contractor's failure to maintain; or,
 - b) for claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the Contractor which occurred during the course of the work; or,
 - c) to the extent prohibited by Section 11580.04 of the Insurance Code.
5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Orland.

5.06 WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Contractor for the City.

5.07 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers that are acceptable to the City of Orland.

5.08 VERIFICATION OF COVERAGE

Contractor shall furnish the City with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City and all endorsements are to be received and approved by the City before work commences. As an alternate to the City's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

5.09 SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

If the Contractor fails to maintain such insurance, the City may take out such insurance to cover any damages, for which the City might be held liable on account of the operations under this contract, and deduct and retain the amount of the premiums for such insurance from any sums due the Contractor under this contract. Nothing herein contained shall be construed as limiting in any way the extent to which the Contractor may be held responsible for payment of damages resulting from his operations, or those of any subcontractor under him.

5.10 NO PERSONAL LIABILITY

Contractor shall indemnify and hold harmless City and its officers, officials, employees, agents and volunteers from and against claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful conduct of the City.

**Only this Certificate
of Insurance form
will be accepted**

Insured _____
Address _____

Description of operation/locations/products insured (shown contract name and/or number, if any): _____

POLICIES AND INSURERS	LIMITS Bodily Injury Property Damage	POLICY NUMBER	EXPIRATION DATE
Worker's Compensation _____ (Name of Insurer) Best's Rating _____	Employer's Liability \$ _____		
Check policy type: Comprehensive General Liability ____ or Commercial General Liability ____ _____ (Name of Insurer) Best's Rating _____	"Claims Made" _____ "Occurrence" _____ Each Occurrence Each Occurrence \$ _____ \$ _____ Or Combined Single Limit \$ _____ \$ _____ Aggregate \$ _____		
Business Auto Policy Liability Coverage Symbol _____ _____ (Name of Insurer) Best's Rating _____	Each Person \$ _____ Each Accident \$ _____ \$ _____ or Combined Single Limit \$ _____		
Umbrella Liability _____ (Name of Insurer) Best's Rating _____	"Claims Made" _____ "Occurrence" _____ Occurrence/ Aggregate \$ _____ Self-Insured Retention \$ _____		

The following coverage or conditions are in effect:	Yes	No
The City, its officials, and employees are named on all liability policies described above as insureds as respects: (a) activities performed for the City by or on behalf of the named insured, (b) products and completed operations of the Named Insured, and (c) premises owned, leased or used by the Named Insured.		
Products and Completed Operations		
The undersigned will mail to the City 30 days' written notice of cancellation or reduction of coverage or limits.		
Cross Liability Clause (or equivalent wording)		
Personal injury, Perils A, B, and C		
Broad Form Property Damage		
X, C, U Hazards included		
Contractual Liability Coverage applying to this Contract		
Liquor Liability		
Coverage afforded the City, its officials, employees and volunteers as Insureds applies as primary and not excess or contributing to any insurance issued in the name of the City.		
Waiver of subrogation from Workers' Compensation Insurer.		
Environmental Liability Insurance		

All of the above policies expressly provide therein that they shall not be canceled by the insurer until 30 days written notice of the intended cancellation thereof has first been given to the City of Orland by the insurer.

Agency or Brokerage

Insurance Company

Address

Home Office

Name of Person to be Contacted

Authorized Signature

Date

Telephone Number

Note: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.

BID TO THE CITY OF ORLAND

PEDESTRIAN COUNTDOWN SIGNAL HEADS AND PAVEMENT MARKINGS

NAME OF BIDDER PELAGIC ENGINEERING
BUSINESS P.O. BOX 3600 HARBOR BLVD. #85
OXNARD, CA 93035
CITY, STATE, ZIP _____
BUSINESS STREET ADDRESS SAME
CITY, STATE, ZIP _____
TELEPHONE NO: AREA CODE (805) 984-3421
FAX NO: AREA CODE (805) 985-2834
E-MAIL STEPHEN@PELAGICENGINEERING.COM
CONTRACTOR LICENSE NO. 782701 CLASSIFICATION A, C, D
FEDERAL EMPLOYER IDENTIFICATION NUMBER 77-0551031
DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION NO. 1000010914

1. Bidder agrees, if this bid is accepted, to enter into a contract with the Department, in the form included in this Bid Book, to perform the work provided in the Contract under the terms of the Contract for the price or prices bid.

For a lump sum or unit price based bid, Bidder additionally agrees to perform the work within the number of working days shown on the *Notice to Bidders*.

For a cost plus time based bid on a contract without a plant establishment period, Bidder additionally agrees to perform the work within the number of working days bid.

For a cost plus time based bid on a contract with a plant establishment period, Bidder additionally agrees to perform the non-plant establishment work within the number of working days bid for non-plant establishment work.

2. For a lump sum based bid, Bidder submits this bid with a total price in the total bid space provided on the Bid Item List. For a unit price or cost plus time based bid, Bidder submits this bid with a unit price and the item total (the product of the unit price and the quantity) for each item and a total price (the sum of the item totals) in the spaces provided on the attached Bid Item List. For a unit price with additive item based bid, Bidder submits this bid with a unit price and an item total for each item and a total base bid (the sum of the item totals) and the additive items in the spaces provided on the attached Bid Item List. Additionally, for a cost plus time based bid, Bidder submits this bid with working days bid for non-plant establishment work, total bid for time, and total bid for bid comparison in the spaces provided on the Bid Item List. Bidder agrees:

- 2.1. If a discrepancy between the unit price and the item total exists, the unit price prevails except:

- 2.1.1. If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

- 2.1.2. If a decimal error is apparent in the product of the unit price and the quantity, the Department will use either the unit price or item total based on the closest by percentage to the unit price or item total in the Department's Final Estimate.

- 2.2. If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.
- 2.3. Bids on lump sum items are item totals. If a unit price for a lump sum item is entered and it differs from the item total, the item total prevails.
- 2.4. Entries are to be expressed in dollars or decimal fractions of a dollar. Symbols such as commas and dollar signs are ignored and have no significance in establishing unit price or item total.
- 2.5. Unit prices and item totals are interpreted by the number of digits and decimal placement. Do not round item totals or the total bid.
- 2.6. For a lump sum based bid, the item total is the bid amount the Department uses for bid comparison.
- For a unit price based bid, the sum of the item totals is the bid amount the Department uses for bid comparison.
- For a cost plus time based bid, the sum of the item totals and the total bid for time is the bid amount the Department uses for bid comparison.
- 2.7. The Department's decision on the bid amount is final.
3. Bidder has and acknowledges the following addenda:

-
4. Bidder submits this bid with one of the following forms of bidder's security equal to at least 10 percent of the bid:

Cash \$ _____, Cashier's Check, Certified Check, Bidder's Bond

5. Bidder's signature is an affirmation of the included certifications. Bidder is cautioned that making a false certification may result in one or more of the following:

- 5.1. Criminal prosecution
- 5.2. Rejection of the bid
- 5.3. Rescission of the award
- 5.4. Termination of the Contract


6. The names of all persons interested in the foregoing Bid as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, vice-president, secretary, and treasurer thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

PELAGIC ENGINEERING, C.A. CORP.

STEPHEN JACKSON - PRES, SEC & TREASURER

The representations made herein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by the Department.

BY (Authorized Signature) 	DATE SIGNED (Do not type) 6-10-21
PRINTED NAME AND TITLE OF PERSON SIGNING STEPHEN JACKSON - PRESIDENT	

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Contract Bid Items
for
Pedestrian Countdown Signal Heads and Pavement Markings Project

Bid Item	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Amount
1	TRAFFIC CONTROL SYSTEM	EA	1	5000	5000
2	REMOVE/INSTALL PED SIGNAL HEAD	EA	34	400	13,600
3	REMOVE/INSTALL PED PUSH BUTTON	EA	40	1450	58,000
4	REMOVE/INSTALL PUSH BUTTON POST	EA	6	750	4,500
5	PAINT CROSSWALK & PAVEMENT MARKINGS	SF	7,710	4	30,840
	TOTAL BID AMOUNT				111,940

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part I

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). Photocopy this form for additional firms. Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Old Item Sub-contracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name: <u>APPLY-A-LINE</u> City, State:				<u>1031889</u>			<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input checked="" type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
Name: <u>ANDERSON, C.A</u> City, State:	<u>5-STRIPING</u>	<u>30,840</u>	<u>27.6</u>	<u>1000053259</u>	<u>N</u>		<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
Name: City, State:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
Name: City, State:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
Name: City, State:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
Name: City, State:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.
Name: City, State:							<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million Age of Firm: ____ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provided a quote or bid but were not selected to participate as a subcontractor on this project. Photocopy this form for additional firms.

Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
	0/A						<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
Name:							Age of Firm: yrs.
City, State:							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: yrs.
							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: yrs.
							<input type="checkbox"/> <\$1 million
							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

(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)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

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

Standard Form LLL Rev. 04-28-06

PUBLIC CONTRACT CODE SECTION 6101 STATEMENT

In conformance with Public Contract Code Section 6101, the bidder certifies compliance with state and federal law with respect to the employment of undocumented aliens by signing this bid on the signature portion thereof.

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY OF ORLAND PUBLIC WORKS DEPARTMENT

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

Notes:

- The above Noncollusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.
 - Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.
-

PUBLIC CONTRACT CODE SECTION 7110 STATEMENTS

In conformance with Public Contract Code Section 7110, the Contractor hereby acknowledges the following policy of the State:

It is the policy of this state that anyone who enters into a contract with a state agency shall recognize the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code.

In conformance with Public Contract Code Section 7110, the Contractor hereby acknowledges that, to the best of its knowledge, it is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

Note:

- The above Statements are a part of the Bid. Signing this Bid on the signature portion thereof shall also constitute acknowledgement of these Statements. Bidders are cautioned that making 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 or 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 SECTION 10232 STATEMENT

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

Notes:

- 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.
- Bidders are cautioned that the state may rescind this contract if the bidder has falsely certified to the truthfulness of the above statement.

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.

Notes:

- The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided above.
- If the bidder has responded that it has been convicted of such an offense within the past 3 years, provide the specific information about the violation, date and ultimate resolution of each conviction in the space provided below.
- 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.

DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)

1. Local Agency: CITY OF ORLAND 2. Contract DBE Goal: 16% (SUPPLIER 26.67%)
 3. Project Description: REPLACE PEDESTRIAN SIGNALS
 4. Project Location: VARIOUS
 5. Bidder's Name: PELAGIC ENGINEERING 6. Prime Certified DBE: ☐ 7. Bid Amount: \$111,940
 8. Total Dollar Amount for ALL Subcontractors: \$77,690 9. Total Number of ALL Subcontractors: 1-SUB / 1-SUPPLIER

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
PARTIAL 2-4	SUPPLY ELECTRICAL EQUIPMENT	46917	CAL SIGNAL CORP. 384 BEACH BLVD. BURLINGAME, CA 94010 650.343.6100	38,720
Local Agency to Complete this Section upon Execution of Award			15. TOTAL CLAIMED DBE PARTICIPATION	
21. Local Agency Contract Number: _____			\$ 38,720	
22. Federal-Aid Project Number: _____			@ 60% = 20.8%	
23. Bid Opening Date: _____			34.6 %	
24. Contract Award Date: _____				
25. Award Amount: _____				
<p>Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.</p> <p>26. Local Agency Representative's Signature _____ 27. Date _____</p> <p>28. Local Agency Representative's Name _____ 29. Phone _____</p> <p>30. Local Agency Representative's Title _____</p>				
			<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.</p> <p>16. Preparer's Signature _____ 17. Date <u>6-10-21</u></p> <p>18. Preparer's Name <u>STEPHEN JACKSON</u> 19. Phone <u>805.984.3421</u></p> <p>20. Preparer's Title <u>PRESIDENT</u></p>	

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

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



Cal Signal Corp QUOTATION

Cal Signal Corp
384 Beach Road
Burlingame, CA 94010
650.343.6100
DBE #46917

Attention: Estimating
Company: Cen-Pac (Pelagic)
Quoted By: Tony Mori
Bid Date: 06/11/21
Bid Time: 2:00 PM
Quote Date: 06/09/21
Intersections: Various
Project: Pedestrian Countdown Signal Heads and Pavement Markings
Location: City of Orland
Agency: City of Orland-Caltrans District 3
Quote #: A5134C

General Notes: 1) PRICING FIRM FOR 30 DAYS 2) LEAD TIME: UPON REQUEST 3) PLUS TAX IF APPLICABLE
4) CUSTOMER IS RESPONSIBLE FOR VERIFYING FINAL QUANTITIES.
5) QUOTE IS ONLY FOR EQUIPMENT LISTED; CONTRACTOR'S RESPONSIBILITY TO IDENTIFY ANY ADDITIONAL ITEMS.
6) CREDIT CARD ORDERS OVER \$1,000 SUBJECT TO FOUR PERCENT (4%) CREDIT CARD PROCESSING FEE.
7) QUOTE IS BASED ON REVIEW OF A BID SET OF PLANS & SPECS.
8) CAL SIGNAL CORP IS A STATE CERTIFIED DBE #46917 & SBE (MICRO) #1038380.

Quantity	Description	Price	Extension
	<u>BID ITEM #2 REMOVE/INSTALL PED SIGNAL HEAD:</u>		
34	COUNTDOWN PED MODULE	\$135	\$4,590
34	PED HOUSING	\$120	\$4,080
	PED FRAMEWORK:		
	- SP-1-T \$200 EACH		
	- SP-2-T \$275 EACH		
	<u>BID ITEM #3 REMOVE/INSTALL PED PUSH BUTTON:</u>		
40	APS (INCLUDES HANDHELD CONFIGURATOR)(A)	\$690	\$27,600
	APS TURN ON SUPPORT-DAILY RATE \$1,200		
	APS CABLE-\$1 PER FOOT		
	<u>BID ITEM #4 REMOVE/INSTALL PUSH BUTTON POST:</u>		
7	MODIFIED PUSH BUTTON POST	\$350	\$2,450
		Total:	\$38,720

Project Notes:
(A) APS count per Bid Schedule

DBE INFORMATION—GOOD FAITH EFFORTS, EXHIBIT 15-H

Federal-aid Project No. _____ Bid Opening Date _____

The Department established a Disadvantaged Business Enterprise (DBE) goal for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder – DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder – DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

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

Publications	Dates of Advertisement

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

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
GOAL MET: NO GFE SUBMITTED		

- C. The items of work which the bidder made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

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

LABOR CERTIFICATION

[LABOR CODE SECTION 1861]

STATE OF CALIFORNIA)
) ss
COUNTY OF VENTURA)


I, the undersigned, do hereby certify:

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.

Executed at OXNARD, CA

On 6-10-21

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

PELAGIC ENGINEERING 
Contractor-Employer



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 782701

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)). If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 6/10/2021 10:32:04 AM

Business Information

PELAGIC ENGINEERING
3600 HARBOR BLVD #85
OXNARD, CA 93035
Business Phone Number:(805) 984-3421

Entity Corporation
Issue Date 08/09/2000
Expire Date 07/31/2021

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ [A - GENERAL ENGINEERING CONTRACTOR](#)
- ▶ [C10 - ELECTRICAL](#)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

Bond Number: 100504139

Bond Amount: \$15,000

Effective Date: 07/02/2020

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual STEPHEN ALDEN JACKSON certified that he/she owns 10 percent or more of the voting

CITY COUNCIL AGENDA ITEM

Item No.: 9.A.
Meeting Date: June 21, 2021
From: Paul W. Rabo, City Engineer
Subject: Review of Groundwater Resources and Conservation

Background

The Hydrologic Cycle (Figure 1) is the term generally used to describe the continuous circulation of water from land and sea to the atmosphere and back again. Water evaporates from oceans, lakes, and rivers into the atmosphere. This water later returns as rain or snow onto the land where it evaporates or runs off into streams and rivers and also infiltrates into the soil. A portion of the water absorbed by the soil is used by plants, trees, and other vegetation. The remainder becomes ground water.

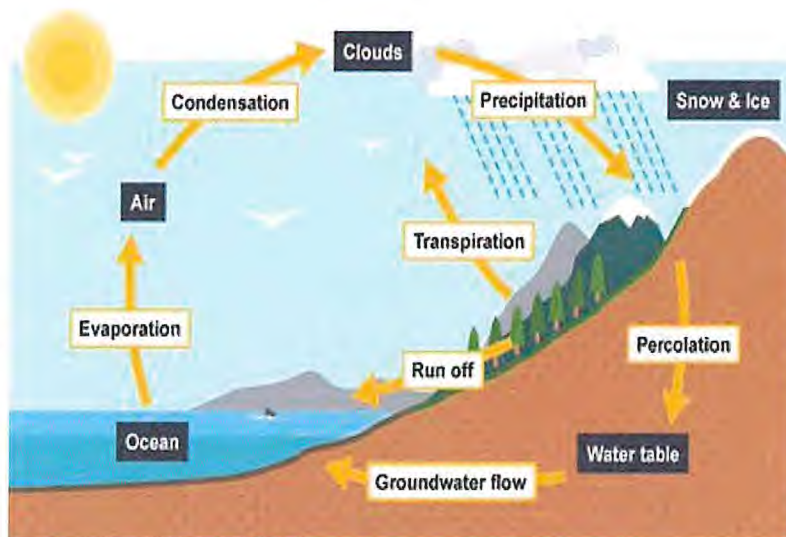
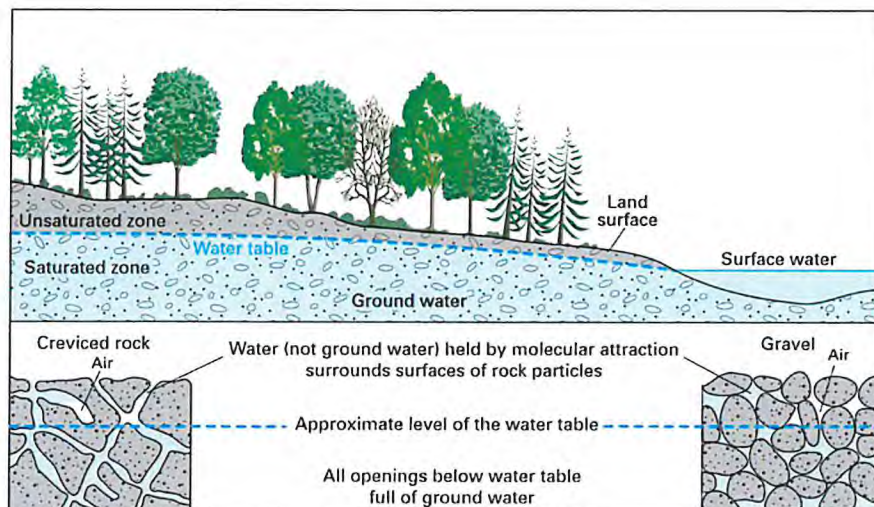


Figure 1



How ground water occurs in rocks.

Figure 2

Ground water fills the cracks and pores in the soil and rocks (Figure 2). Groundwater may occur close to the surface or it may lie many hundreds of feet below. Most of the groundwater we extract is stored in and moves slowly through permeable rocks called aquifers. An aquifer may be a layer of gravel, sand, sandstone, limestone or other permeable material.

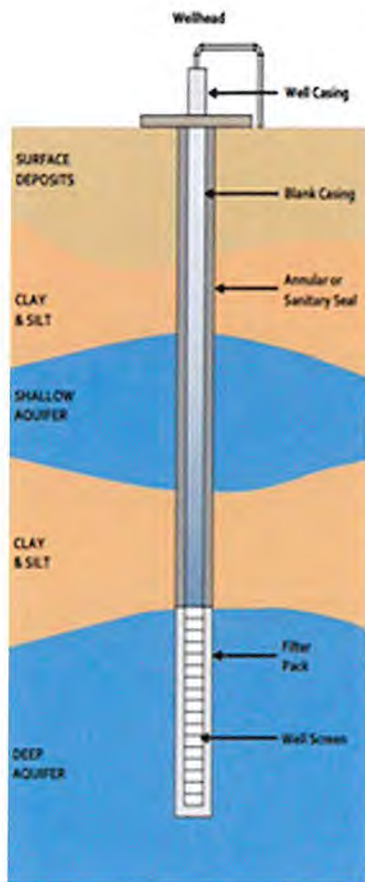


Figure 3

Ground water wells are constructed to extract water from aquifers that occur at various depths (Figure 3).

In Glenn County, groundwater is generally obtained from different ranges. Residential homes typically construct shallower ground water wells (30 feet to 150 feet deep) that are generally screened near the bottom. Multiple residential wells within and outside City limits have “gone dry” over the last few months. Available information suggests these wells are approximately 60 feet deep.

Depending on location, municipal agencies and other water providers construct wells from 150 feet deep to 1000 feet deep. These wells are screened at multiple locations to provide access to multiple layers of water. The ability to access water at multiple depths provides the opportunity to generate higher yields from a single well location. The City of Orland operates a domestic water system comprised of six groundwater wells located throughout the city. The wells range in depth from 150 feet to 490 feet deep and produce between 350 and 1,090 gallons per minute. The City is required to construct a sanitary seal to a minimum depth of 50 feet. The sanitary seal is to prevent the migration of contaminants and ground water from shallow to deeper water layers. The Public Works Department is responsible for the operation, maintenance, and treatment of the wells.

Ground water wells for agricultural uses are generally greater than 500 feet deep and are screened at multiple locations to provide access to multiple layers of water and provide higher yields.

Between 2010 and 2013 the average groundwater depth across the City was 30 feet. Between 2014 and 2019 the groundwater table was approximately 40 feet to 50 feet deep on the east side of town and 80 feet to 90 feet deep on the west side. During 2020 the groundwater depth was 65 feet on the west side and 50' on the east side of town. It is not uncommon to observe seasonal fluctuations in groundwater storage. Several years of below normal precipitation causes a progressive decline in ground water levels, and several years of above normal precipitation causes a corresponding rise. These long-term climatic trends cause changes in ground water storage.

Orland Rainfall History

The City of Orland receives an average of 23-inches of rain per “water year.” The lowest and second lowest recorded rainfall totals occurred in 1976 (9.96 inches) and 1977 (10.47 inches). The water year begins on October 1st and ends September 30th of the following year. To date, the city has received approximately 8.6 inches of rain during the 2021 water year. The table below provides received rainfall totals since 2010.

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021*
Rainfall Total	23.7	21.5	14.2	16.6	11.0	17.6	19.4	26.7	10.0	33.0	12.3	9.8
% of Average	103%	93%	62%	72%	48%	77%	84%	116%	43%	143%	53%	43%

*Data shown is current as of the date of this report and does not represent the entire water year.

From the table it can be seen between the years of 2012 to 2016 the city received less than average rainfall which led to the State, County, and City declaring a drought and the city implementing water conservation measures in the municipal code (Chapter 13.06). As mentioned above several years of below normal precipitation causes a decline in ground water levels. In 2017 and 2019 the City received above average rainfall totals however several years of above average rainfall would be required to reverse the downward trend that has been established.

Orland Snowfall History

The City of Orland historically doesn't receive any measurable amounts of snow during the winter months. The city relies on snow accumulation in higher elevations to melt and runoff into reservoirs, streams, creeks and rivers. The runoff infiltrates into the ground and migrates downward to recharge groundwater levels.

Anthony Peak west of Black Butte Reservoir is a tributary to Stony Creek. The State of California measures the snow depth three to four times between January and April each year. The depth of snow measurement is converted into an equivalent measure of water content in inches. The table below shows the equivalent water content measured at Anthony Peak since 2010.

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Water Content	42.9"	43.4"	20.9"	0.5"	3.5"	0.0"	23.0"	34.5"	15.0"	43.5"	10.0"	11.0"

From the table it can be seen the trends in water content coincide with rainfall totals measured during the same year.

Orland Rainfall and Snowfall Totals

The table below shows the total rainfall and the snowfall equivalent water content received since 2010.

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021*
Total Water Content Received	68.2"	65.1"	35.1"	21.1"	15.0"	17.8"	42.4"	61.2"	25.0"	75.8"	22.2"	19.6"

*Data shown is current as of the date of this report and does not represent the entire water year.

State of California Rainfall and Snowfall

For comparison purposes, the graph shown in Figure 4 shows the statewide percent of average snowpack and precipitation since 2009. In general, the rainfall and snowfall amounts recorded in Orland follow the trend recorded across the state. During 2010 and 2011 the State recorded two years of above average rainfall and snowfall levels. This was followed by a four year period of less than average levels. between 2016 to 2019 levels fluctuated above and below average. In 2020 the state and the City of Orland recorded rainfall and snowfall levels below average and continue to measure below average levels mid way through 2021.

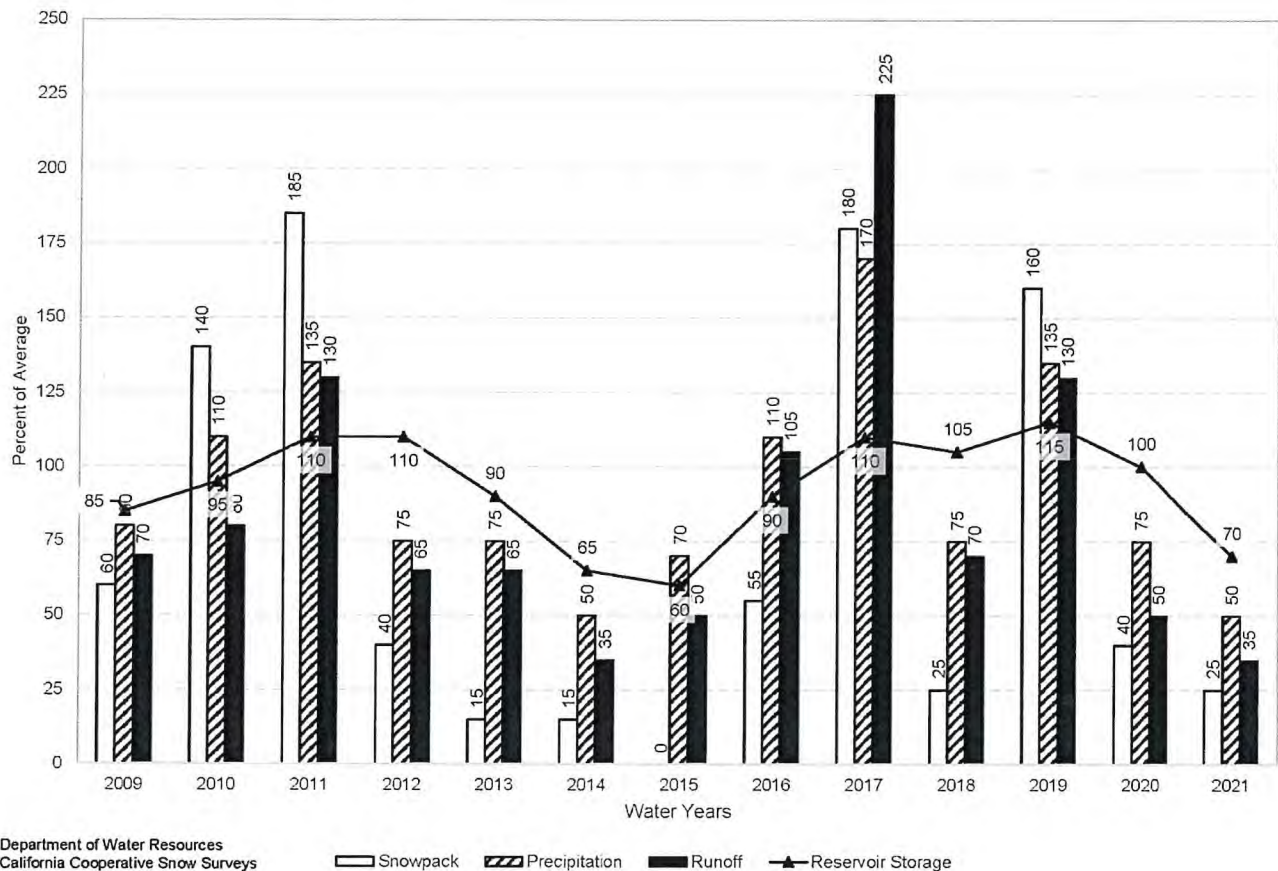


Figure 4

Sustainable Groundwater Management Act (SGMA)

The Sustainable Groundwater Management Act (SGMA) passed in the fall of 2014 established a new structure for managing groundwater resources in California. The Department of Water Resources defines groundwater basins and subbasins and assigns a priority designation in relation to SGMA (High, Medium, Low, and Very Low). High and Medium priority basins are required to be managed under SGMA by a Groundwater Sustainability Agency (GSA) or the State Water Resources Control Board.

The City of Orland is part of the Colusa Subbasin which is a portion of the larger Sacramento Valley Groundwater Basin covering approximately 723,823 acres. The subbasin spans Glenn and Colusa Counties. It is generally bounded by Stony Creek to the north, the Coast Ranges to the west, to the east by the Sacramento River and the Reclamation District 1004 western boundary, and to the south by the Colusa-Yolo County boundary and the Colusa County Water District boundary.

City of Orland Water Usage

Since 2010, City of Orland municipal wells have pumped an average of 655 million gallons (MG) per year of ground water. This equates to approximately 55 MG per month. Typically, the City pumps less ground water during the winter months (25 to 30 MG) and the most during summer months (70 to 75 MG). As of May 2021 the City has pumped and distributed approximately 199,425,700 gallons of

ground water. The ground water is distributed through the City's water system to residents, commercial businesses, and recreational facilities.

Ground Water Forecast

The attached Figure 5 shows recorded ground water levels, measured by the Public Works Department, since 2012. The measurements show fluctuations in ground water that coincide with the total rainfall and snowfall received for the year. When the City receives average to above average rainfall and snowfall the ground water levels come up. When the City receives below average rainfall and snowfall the ground water goes down. Based on the below average totals received in 2020 and the projected below average totals for 2021 the City should expect to see the ground water levels drop over the next few months.

Options to Consider

1. Begin implementing Municipal Code 13.06.070 including putting a moratorium on drilling new wells within city limits.

Fiscal impact: Minor administration expenses plus enforcement costs.

2. Begin implementing the Water Conservation and Shortage Contingency Plan adopted by City Council in September 2014.

Fiscal impact: Varies depending on which Stage is being implemented.

3. Construct a new municipal well to a greater depth. The City has already determined a location for a new well on Sixth Street.

Fiscal impact: New wells and necessary appurtenances cost in excess of \$1 million dollars to construct. The new well would be designed and constructed using State Revolving Funds.

4. Review well logs and construction methods of existing municipal wells to determine if pumps could be lowered. If the pump cannot be lowered could the existing well be drilled deeper?

Fiscal impact: Estimated cost of \$5,000 to \$10,000 for City staff to evaluate depths, construction methods, and condition of existing wells and appurtenances and provide preliminary findings for review.

5. Update the City's previous leak detection study (performed in 2014) to locate additional potential leaks in the City's water system.

Fiscal impact: Estimated cost is greater than \$10,000 for a consultant to evaluate the City's water system plus administration costs.

Requested Action

Review and discuss existing water conservation measures enforceable per Municipal Code Section 13.06 and/or implementation of additional conservation measures and provide direction to staff on which option(s) the Council would like to begin implementing in July 2021.

CITY OF ORLAND
CITY COUNCIL AGENDA ITEM #: 9.B.

MEETING DATE: June 21, 2021

TO: Honorable Mayor and Council
FROM: Pete Carr, City Manager/Finance Director
SUBJECT: **Update and Options for Use of ARPA Funds** (Discussion/Direction)

City Council continues its consideration of intent for use of pandemic relief funds.

BACKGROUND:

After several Council discussion sessions on this topic, City Council determined on May 3rd its intended use of CV2 and CV3 Covid relief funds, and on May 17th began a more focused discussion of the use of American Rescue Plan Act (ARPA) funds. The City expects to receive \$1.8 million in ARPA funds, half this summer and the balance in summer 2022. Funds are to be obligated by 2024 and spent by 2026.

Authorized uses for these funds include:

- Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Within the categories of eligible uses, the City has broad flexibility to decide how best to use this funding to meet the needs of our community.

As noted above (underscoring), cities may use payments from the Fiscal Recovery Funds to replace local government revenue lost due to COVID-19, helping to ensure that governments can continue to provide needed services and avoid cuts. This is sometimes referred to as “fiscal stabilization” for cities and is an encouraged use of funds. ARPA funds can be used to accomplish operational needs,

capital projects or programs the City would have otherwise done but could not due to the loss of revenues.

No funds can be used to offset pension costs or provide for tax reductions. Treasury guidance further calls for public input, transparency, and accountability. The previous funding sources (\$70k CV1 and \$281k CV2/3) were designated toward grants for small businesses and cost offset for installing touch-free doors at public facilities.

DISCUSSION:

Orland is set to receive \$936,192 this summer and book it as FY 2020-21 revenue. City Staff submitted the City's application and qualification certification June 15th. Use the City's actual 3-year rate of revenue increase and California State Department of Finance's formula for calculating revenue loss, the City's entire allotment is deemed revenue loss replacement.

Once received by the City and placed into the newly established ARPA fund accounts, the fiscal stabilization provided by these funds can be leveraged to accomplish projects the City needs and would have done but had deferred due to the revenue losses associated with Covid19.

On the attached worksheet, \$1.69M in proposed projects are listed against \$1.87M in anticipated funds, \$936k this year and \$936k next year. Some editing will be necessary as we move forward into deeper planning of projects.

We do not need to finally decide and formally report our intended uses to the State until October.

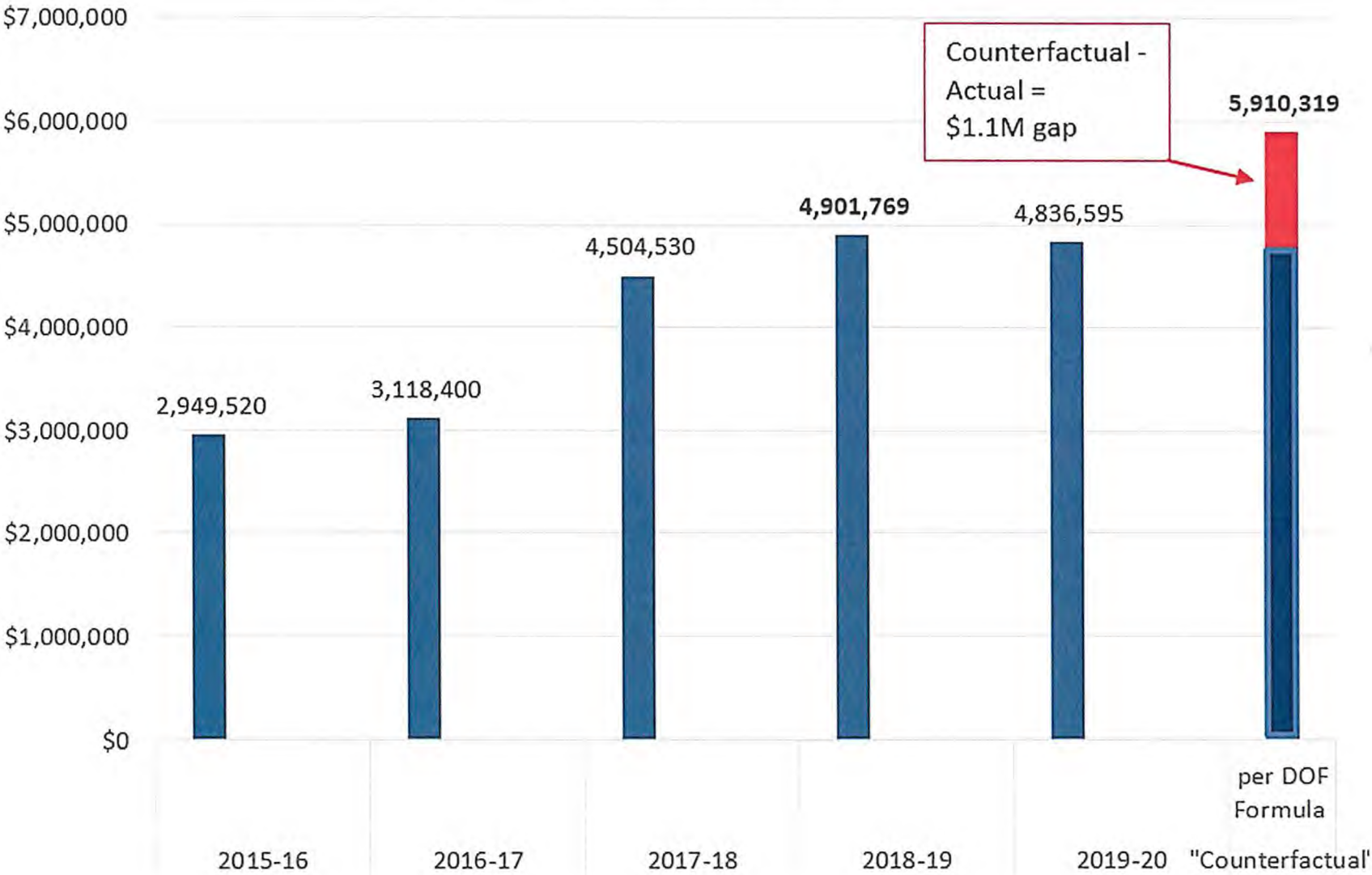
Attachment (2):

- A. Orland Sales Tax Covid Impact
- B. Draft Proposed Use of Funds

RECOMMENDATION: Provide direction to staff on use of ARPA funds.

Fiscal Impact of Recommendation: None. Expenditures will correspond to revenue received. Receipt of funds does not require City match.

Orland General Fund Revenues



DRAFT Proposed Use of Covid Relief Funds

City of Orland June 21, 2021

	USE OF FUNDS	2021 (\$936k)	2022 (\$936k)
	Backfill General Fund fiscal stability	\$736,000	\$736,000
	Backfill Measure A Fund for tax revenue losses	\$200,000	\$200,000
1	Façade Improvement program	\$50,000	\$50,000
2	Construct welcome sign at east end of City	\$30,000	
3	Arts Commission revenue backfill	\$5,000	
4	Streetscapes (benches, planters, streetlamps)	\$200,000	
5	Radio signal upgrades for OPD and OVFD	\$60,000	
6	OPD Security and IT upgrades	\$60,000	
7	OPD/City Hall, Library roof and floor repairs	\$140,000	
8	Evidence barn security improvements	\$80,000	
9	Lely ballfield lighting LED lamps (1 field per year)	\$85,000	\$85,000
10	Extend westside I-5 water service to County Road 15	\$150,000	
11	5th St Parking Lot w/ improvements	\$70,000	
12	Construct business/city advertising tower @ I-5		\$500,000
13	Additional land acquisition for future HDC		\$120,000
14			
15			
Total Lines 1-13		\$930,000	\$755,000

Deferred for Future Federal Transportation Infrastructure Funding		
Streetscapes infrastructure		\$8,000,000
Traffic signal/intersection Commerce/Newville		\$250,000
Sidewalk and curb repairs citywide		\$300,000
Curb gutter & sidewalk for Public Safety Building		\$200,000