

**COUNTY OF SANTA CRUZ  
DEPARTMENT OF COMMUNITY  
DEVELOPMENT AND INFRASTRUCTURE  
DIVISION OF PUBLIC WORKS**

**BOOK 1 OF 2**

**BID BOOK**

**FOR CONSTRUCTION OF**

**ROBERTSON STREET SIGNALIZATION  
PROJECT**

**FOR USE IN CONNECTION WITH STATE OF CALIFORNIA,  
DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS  
DATED 2025 AND STANDARD PLANS DATED 2025**

**BIDS OPEN: JULY 30, 2026**

**THIS IS A PREVAILING WAGE PROJECT**

## TABLE OF CONTENTS

<b>PROPOSAL</b> .....	<b>3</b>
BID .....	6
BIDDER'S BOND .....	9
BID FORM.....	11
DESIGNATION OF SUBCONTRACTORS .....	15
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION .....	17
PUBLIC CONTRACT CODE .....	18
NONCOLLUSION AFFIDAVIT .....	21
DEBARMENT AND SUSPENSION CERTIFICATION.....	23
STATEMENT OF COMPLIANCE .....	24
IN-USE OFF-ROAD DIESEL-FUELED VEHICLE LIST .....	25
OPT OUT PAYMENT ADJUSTMENTS FOR PRICE INDEX .....	27
FLUCTUATIONS .....	27
<b>CONTRACT</b> .....	<b>28</b>
CONTRACT .....	29
PAYMENT BOND.....	32
FAITHFUL PERFORMANCE BOND .....	34
CERTIFICATE OF INSURANCE .....	36
FRINGE BENEFIT STATEMENT .....	37
CORRECTION AND REPAIR .....	38
WORKERS' COMPENSATION CERTIFICATION FORM .....	39
<b>ADMINISTRATION FORMS</b> .....	<b>40</b>
CONSTRUCTION STAGING AREA NOTIFICATION FORM .....	41
FORM W-9 .....	42
EXHIBIT 9-P PROMPT PAYMENT CERTIFICATION .....	43

# PROPOSAL

**PROPOSAL TO THE  
COUNTY OF SANTA CRUZ  
DEPARTMENT OF COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
DIVISION OF PUBLIC WORKS**

NAME OF BIDDER:	
BUSINESS ADDRESS:	
TELEPHONE NO: AREA CODE:	(      )
CONTRACTOR TAX ID # (OR)	
SOCIAL SECURITY NUMBER	
DIR REGISTRATION NUMBER:	
REGISTRATION DATE:	
EXPIRATION DATE:	

CONTRACTOR DOES BUSINESS AS A(N):

- |                                     |                                      |                                      |
|-------------------------------------|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> INDIVIDUAL | <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> CORPORATION |
| <input type="checkbox"/> GOVERNMENT | <input type="checkbox"/> FIDUCIARY   | <input type="checkbox"/> OTHER       |

CONTRACTOR IS A:

- |                                   |  |
|-----------------------------------|--|
| <input type="checkbox"/> RESIDENT | <input type="checkbox"/> NONRESIDENT OF CALIFORNIA |
|-----------------------------------|--|

The work to be done and referred to herein is in the County of Santa Cruz, State of California, on **ROBERTSON STREET SIGNALIZATION PROJECT** and shall be constructed in accordance with the special provisions and the contract annexed hereto, and also in accordance with the Department of Transportation Standard Plans, dated 2025, the Standard Specifications, dated 2025, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and the General Prevailing Wage Rates, as determined by the Department of Industrial Relations.

The work to be done is shown upon plans entitled "COUNTY OF SANTA CRUZ;

DEPARTMENT OF COMMUNITY DEVELOPMENT AND INFRASTRUCTURE DIVISION  
OF PUBLIC WORKS; PROJECT PLANS FOR CONSTRUCTION ON **ROBERTSON  
STREET SIGNALIZATION PROJECT**", approved **JUNE 30, 2026**.

Bids are submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "TOTAL" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "TOTAL" column, then the amount set forth in the "TOTAL" column for the item shall prevail in accordance with the following:

- 1) As to lump sum items, the amount set forth in the "TOTAL" column shall be the item price.
- 2) As to unit basis items, the amount set forth in the "TOTAL" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sums to be determined as aforesaid, with Surety satisfactory to the Department of Community Development and Infrastructure Division of Public Works, within 8 business days after the bidder has received notice from the Director of Community Development and Infrastructure that the contract has been awarded, the Board of Supervisors may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the County of Santa Cruz.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the County of Santa Cruz in the form of the copy of the contract annexed hereto, to provide all the necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment the following prices, to wit:

**COUNTY OF SANTA CRUZ  
DEPARTMENT OF COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
DIVISION OF PUBLIC WORKS**

**BID**

**ROBERTSON STREET SIGNALIZATION PROJECT  
(To be submitted electronically in OpenGov)**

ITEM NO.	BID ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY
<b><u>PAVING, SIGNAGE, AND STRIPING ITEMS:</u></b>				
1	999990	Mobilization	LS	1
2	130300	Water Pollution Control	LS	1
3	120100	Traffic Control System	LS	1
4	066999	Construction Staking	LS	1
5	190101	Earthwork	LS	1
6	731760	Remove Concrete	SF	431
7	846035	Remove Thermoplastic Traffic Stripe	LF	709
8	846025	Remove Thermoplastic Pavement Markings	SF	362
9	820360	Remove Sign Panel	EA	2
10	820380	Remove Sign Panel and Post	EA	5
11	872146	Remove and Dispose of Flashing Beacon Standard & Equipment	EA	1
12	803015	Remove Wood Post	EA	9
13	202027	Relocate Water Meter Box	EA	1
14	390132	12" Deeplift (Hot Mix Asphalt Type A)	TON	15
15	731521	Concrete Sidewalk and Driveway	SF	245
16	731504	Concrete Curb & Gutter	LF	49
17	730020	Retaining Curb (Deepened) at Concrete Pad	SF	54
18	390132	AC Driveway conform (4" AC over 4" Class II AB)	SF	148
19	568064	Bollard	EA	10

20	840505	Thermoplastic Traffic Stripe - Detail 22	LF	140
21	840507	Thermoplastic Traffic Stripe - Detail 37B	LF	313
22	840505	Thermoplastic Traffic Stripe - Detail 38	LF	160
23	840507	Thermoplastic Traffic Stripe - Detail 39	LF	92
24	840505	Thermoplastic Traffic Stripe - Detail 39A	LF	164
25	840555	12" Limit Line	LF	57
26	84001A	Green Methacrylate	SF	961
27	840519	Thermoplastic Pavement Marking	SF	215
28	820650	Relocate Sign Panel and Post	EA	1
29	820900	Sign Panel	EA	3
30	820840	Sign Post	EA	1
31	17001A	Remove Tree / Trimming	LS	1
<b><u>TRAFFIC SIGNAL &amp; LIGHTING ITEMS:</u></b>				
32	87001A	Luminaire	EA	2
33	87002A	Type III-AF Service Equipment & Cabinet	EA	1
34	87003A	Type III-AF Foundation	EA	1
35	87004A	New Signal Controller & Equipment, 332 Cabinet	EA	1
36	87005A	Controller Foundation	EA	1
37	87006A	External Tesco Battery Backup System (BBS)	EA	1
38	87007A	Numbering Electrical Equipment	LS	1
39	87008A	Conductors & Conduit (Trench in dirt)	LF	280
40	87009A	Conductors & Conduit (Jack/Drill or Pavement Fill)	LF	520
41	87010A	Connect new Conduit to Existing Box	EA	1
42	87011A	Type A Loop Detector	EA	4
43	87012A	Adaptive System Equipment (In Sync Adaptive System)	LS	1
44	87013A	GTT Opticom 3100 GPS System (all inclusive)	EA	1
45	87014A	Pole (Type 15-FBS)	EA	2
46	87015A	Pole (Type 15TS)	EA	1
47	87016A	Pole (Type 18-4-100-30)	EA	1

<b>48</b>	87017A	Pole (Type 29-5-100-45)	<b>EA</b>	1
<b>49</b>	87018A	Pedstrian Push Button Post (PPBP)	<b>EA</b>	1
<b>50</b>	87019A	Pole Foundation (Type 15-FBS)	<b>EA</b>	2
<b>51</b>	87020A	Pole Foundation (Type 15TS)	<b>EA</b>	1
<b>52</b>	87021A	Pole Foundation (Type 18-4-100)	<b>EA</b>	1
<b>53</b>	87022A	Pole Foundation (Type 29-5-100)	<b>EA</b>	1
<b>54</b>	87023A	Pole Foundation (PPBP)	<b>EA</b>	1
<b>55</b>	87024A	No. 2 Pull box	<b>EA</b>	1
<b>56</b>	87025A	No. 5 Pull box	<b>EA</b>	8
<b>57</b>	87026A	No. 6 Pull box	<b>EA</b>	2
<b>58</b>	87027A	No. 6E Pull box	<b>EA</b>	3
<b>59</b>	87028A	Ped Head mounts	<b>EA</b>	5
<b>60</b>	87029A	Ped Head (LED countdown)	<b>EA</b>	6
<b>61</b>	87030A	Accessible Pedestrian System (APS)	<b>EA</b>	6
<b>62</b>	87031A	12" Signal Head Backplates with Reflective Border	<b>EA</b>	15
<b>63</b>	87032A	Signal Head Mounts	<b>EA</b>	9
<b>64</b>	87033A	Signal Heads 12"-3 Sec (LED)	<b>EA</b>	13
<b>65</b>	87034A	Signal Heads 12"-4 Sec (LED)	<b>EA</b>	2
<b>66</b>	87035A	Sign (Mast-arm mounted)	<b>EA</b>	4
<b>67</b>	87036A	Sign (Pole mounted)	<b>EA</b>	1
<b>68</b>	87037A	Minor Concrete	<b>SF</b>	44
<b>69</b>	87038A	PG&E Electrical Coordination	<b>EA</b>	1
<b>70</b>	87039A	12-Strand SMFO Cable	<b>LF</b>	254
<b>71</b>	87040A	Furnish & Install 2-Cell Fabric Innerduct with Mule Tape	<b>LF</b>	254
<b>72</b>	87041A	Splice Enclosure	<b>EA</b>	1
<b>73</b>	87042A	Fiber Optic Ethernet Switch	<b>EA</b>	1
<b>74</b>	87043A	Fiber Optic Splicing & Testing	<b>LS</b>	1

**Bidder's Name:** \_\_\_\_\_

**Bond Number:**

**Premium:**

**BIDDER'S BOND**

Know All Persons By These Presents,

That we, \_\_\_\_\_

\_\_\_\_\_

as Principal, and \_\_\_\_\_

\_\_\_\_\_

as Surety, admitted in the State of California, are held and firmly bound unto the County of Santa Cruz of the State of California, hereinafter called the County, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the County, for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety exceed the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

THE CONDITION OF THIS OBLIGATION IS SUCH,  
That whereas the Principal has submitted the above mentioned bid to the County for certain construction specifically described as follows for which bids are to be opened at Santa Cruz, California on \_\_\_\_\_, 2026, for

**ROBERTSON STREET SIGNALIZATION PROJECT**

**IMPORTANT NOTICE:** *If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, 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.*

NOW, THEREFORE, if the aforesaid PRINCIPAL is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to PRINCIPAL for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Department of Community Development and Infrastructure Division of Public Works; one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; or should the aforementioned contract be awarded to other than the herein named PRINCIPAL, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2026.

(SEAL)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Signature for Principal)

\_\_\_\_\_  
(Title of Signatory)

(SEAL)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Signature of Surety)

\_\_\_\_\_  
(Title of Signatory)

*Note: Signatures of those executing for the Surety must be properly acknowledged.*

**BID FORM**

**FOR:           ROBERTSON STREET SIGNALIZATION PROJECT**

**BID TO:**       Board of Supervisors of the County of Santa Cruz  
                  701 Ocean Street Rm. 410  
                  Santa Cruz, CA 95060

**BID FROM:**

\_\_\_\_\_  
(Print Name of firm submitting Proposal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Contract Administrator Name)

\_\_\_\_\_  
(Email)

\_\_\_\_\_  
(Project Contact Name/Title)

\_\_\_\_\_  
(Email)

**DATE BID SUBMITTED:** \_\_\_\_\_

Note:

- 1) All portions of the Bid Form must be completed before the bid is submitted. Failure to do so may result in the bid being rejected as nonresponsive.
- 2) One copy of the Bid Form shall be filled in and submitted as the bid.

The bidder, having the appropriate active license required by the State of California; and having carefully read and examined the plans, specifications, and all related bidding documents as prepared by **TL Engineering** for the construction of **ROBERTSON STREET SIGNALIZATION PROJECT**, having carefully and fully examined the site of the proposed work and all information available to bidder, and being

familiar with all the conditions related to the proposed work, including the availability of materials, equipment, and labor, hereby offers to furnish all labor, materials, tools, transportation, services, and equipment necessary to complete the work of the described project in accordance with the Contract Documents, and to complete all requirements of the Contract Documents for the sums quoted in this Bid Form. The bidder agrees that it will not withdraw its bid within sixty (60) days after the bid deadline. Bidder agrees, if requested by County of Santa Cruz, to complete and sign the Contractor Qualification Questionnaire, furnishing all required attachments, and return it to County of Santa Cruz within five (5) days of request by County of Santa Cruz. If the bidder is selected as the apparent lowest responsible bidder, the bidder agrees, within eight (8) business days after receipt of Notice of Award, to sign and deliver the Contract, and to furnish the Performance Bond, the Payment Bond, Certificates of Insurance, and other required items. The bidder agrees to complete the work within **70 working days** beginning on the fifteenth calendar day after approval of the contract or the start of job site activities, whichever occurs first.

3) The bidder acknowledges receipt of the following Addenda:

*(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)*

4) The bidder agrees to perform the work for the combined cost of all items of work in the amount of: \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)

5) Bidder represents warrants and agrees that if awarded the contract, bidder shall perform a minimum of \_\_\_\_\_ (%) of the total of all work with its own forces.

There is herewith enclosed cash, a bid bond, or a bid security for the benefit of, or a certified check or cashier's check made payable to, County of Santa Cruz in the amount of: \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)

The bidder agrees that if the bidder is selected as the apparent lowest responsible bidder, and the bidder fails to sign the Contract and furnish the Performance Bond, the Payment Bond, Certificates of Insurance, and other required items within the time limit specified in the Contract Documents, the County of Santa Cruz may award the work to another bidder or call for new bids. In such event, the bidder shall be liable to the County of Santa Cruz for the difference between the amount of the disqualified bid and the larger amount for which the County of Santa Cruz procures the work plus all of the County of Santa Cruz's costs, damages, expenses and liabilities arising from bidder's failure to sign the Contract and/or furnish the required documents.

**BIDDER IS A:** (circle one)

Corporation Partnership Individual Joint Venture Other \_\_\_\_\_

(Specify)

**NAMES AND TITLES OF KEY MEMBERS OF FIRM:**

(Name of person signing the bid on behalf of the bidder and all general partners, if a partnership, must be included.)

---

---

**NAME OF PRESIDENT IF A CORPORATION:** \_\_\_\_\_

**NAME OF SECRETARY IF A CORPORATION:** \_\_\_\_\_

**CALIFORNIA CONTRACTOR'S LICENSE(S):**

**Name of License(s):**

Classification(s)	Number	Expiration Date
-------------------	--------	-----------------

(For Joint Ventures, list license or licenses for all Joint Venture partners.)

Corporation is organized under the laws of the State of \_\_\_\_\_

**CORPORATE SEAL:**

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.



---

---

---

**Signature, Title of Bidder and Date**

**Date:**

**NAME OF BIDDER'S FIRM:**

Address: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

*Note: If the signature is by someone other than the sole proprietor, general partner, or corporate officers, attach an original Power of Attorney.*

## **DESIGNATION OF SUBCONTRACTORS**

In compliance with the provisions of Section 4100 through 4114, inclusive, of the Public Contract Code, and any amendments thereto, each bidder shall set forth in its bid, the name, California contractor license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the Contractor's total bid; and the portion of the work which will be done by each subcontractor under this act. The Contractor shall list only one subcontractor for each portion as is defined by the Contractor in its bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of 1 percent of the prime contractors total bid, the prime contractor agrees that the prime contract is fully qualified to perform that portion itself, and that the prime contractor shall perform that portion itself.

If, after award of the contract, the prime contractor subcontracts any such portion of the work that was not previously identified pursuant to PCC section 4106 as work to be subcontracted, and except as provided for in PCC sections 4107 and 4109, the prime contractor shall be subject to the penalties identified in PCC section 4111.

SUBCONTRACTOR (name and location)	CALIFORNIA CONTRACTOR LICENSE NUMBER	DIR REG. NUMBER	DESCRIPTION OF PORTION OF WORK	BID ITEMS NUMBERS	% OF BID ITEM SUBCONTRACTED


(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

## **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bidder \_\_\_\_\_,  
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, or 11114, 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.*

---

## **PUBLIC CONTRACT CODE**

### **PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

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

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

---

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances and identify the public agency involved in the following space.

---

## **PUBLIC CONTRACT CODE 10232 STATEMENT**

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

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

---

**NONCOLLUSION AFFIDAVIT**

**TITLE 23 UNITED STATES CODE SECTION 112 AND PUBLIC CONTRACT CODE SECTION 7106**

To the COUNTY OF SANTA CRUZ DEPARTMENT OF COMMUNITY DEVELOPMENT AND INFRASTRUCTURE DIVISION OF PUBLIC WORKS.

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any

other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_[date], at \_\_\_\_\_[city], \_\_\_\_\_[state].

*Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.*

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

---

## **DEBARMENT AND SUSPENSION CERTIFICATION**

### **TITLE 2, CODE OF FEDERAL REGULATIONS, PART 180**

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.

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

**STATEMENT OF COMPLIANCE**

\_\_\_\_\_  
(Company Name)

(hereinafter referred to as "Prospective Contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Administrative Code, Title II, Division 4, Chapter 5, in matters relating to the development, implementation, and maintenance of a nondiscrimination program. Prospective Contractor agrees not to unlawfully discriminate against any employee or applicants for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, gender, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties.

I, \_\_\_\_\_  
(Name of Official)

hereby swear that I am duly authorized to legally bind the Prospective Contractor to the above-described certification. I am fully aware that this certification, signed on

\_\_\_\_\_, in the County of \_\_\_\_\_,  
(Date) (County)

is made under the penalty of perjury under the laws of the State of California.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Title)

## **IN-USE OFF-ROAD DIESEL-FUELED VEHICLE LIST**

(see next page)



**OPT OUT PAYMENT ADJUSTMENTS FOR PRICE INDEX  
FLUCTUATIONS**

Bidder hereby chooses to opt out of payment adjustments for price fluctuations.

Company: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# CONTRACT

**COUNTY OF SANTA CRUZ  
DEPARTMENT OF COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
DIVISION OF PUBLIC WORKS**

**CONTRACT**

This Contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, between the County of Santa Cruz, a political subdivision of the State of California, hereinafter referred to as County, and: \_\_\_\_\_, hereinafter referred to as Contractor;

**WITNESSETH:**

WHEREAS, the Board of Supervisors of said County of Santa Cruz heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and thereafter did approve and adopt said plans and special provisions; and,

WHEREAS, the Board of Supervisors of County of Santa Cruz did cause to be noticed for the time and in the manner required by law a Notice inviting sealed bids for the performance of said work; and,

WHEREAS, Contractor, in response to such Notice, submitted to the Board of Supervisors of said County of Santa Cruz within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and the other bids and proposals submitted in response to said Notice, the Board of Supervisors of County of Santa Cruz publicly opened and canvassed in the manner provided by law; and,

WHEREAS, Contractor was the lowest responsible bidder for the performance of said work, and said Board of Supervisors of County of Santa Cruz, as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for the work and award to it a Contract therefor.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows, to wit:

1. **SCOPE OF WORK**

Contractor will furnish labor, equipment, tools and materials necessary for site work and construction of **Robertson Street Signalization Project**. The Contractor shall include in its bid and provide labor, tools, equipment, and materials for a complete and working project in conformance with the intent shown on the drawings and specified herein and as provided for and set forth in said plans, special provisions, and any addendum that may be issued prior to the date of bid, or in either of them, which said plans and special provisions are hereby referred to by such reference, incorporated herein, and made a part of this Contract.

## 2. TERMS AND CONDITIONS

This Contract, and the Contract Documents, consist of the Contract Documents identified within the plans and special provisions, all of which are incorporated herein by reference as though set forth in full, and all of which are part of this Contract, and Contractor and County of Santa Cruz agree to comply with and fulfill all obligations, promises, covenants and conditions imposed upon each of them in the Contract Documents. All of said work done under this Contract shall be performed to the satisfaction of the Board of Supervisors of County of Santa Cruz, or its representative, who shall have the right to reject any and all materials and supplies furnished by Contractor which do not strictly comply with said plans and special provisions, together with the right to require Contractor to replace any and all work furnished by Contractor which shall not either in workmanship or material be in strict accordance with said plans and special provisions.

Upon condition the Contractor faithfully performs its obligations herein, County of Santa Cruz agrees to make payment to Contractor (subject to the terms and conditions of the Contract Documents) the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_.)

IN WITNESS WHEREOF, County of Santa Cruz and Contractor have caused this Contract to be signed as of the day and year first above written.

County of Santa Cruz:

By: \_\_\_\_\_

Print Name: Matt Machado

Director of Community

Print Title: Development and Infrastructure Date: \_\_\_\_\_

Contractor:

By: \_\_\_\_\_  
(Signature of Authorized Agent)

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_ Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Assistant County Counsel

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Risk Management

**Bond Number:**

**Premium:**

**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, THAT WHEREAS, the County of Santa Cruz, State of California, hereinafter designated as the "Obligee," has on \_\_\_\_\_ 2026, awarded to \_\_\_\_\_, hereinafter designated as "Principal," a Contract for the construction of \_\_\_\_\_

(Contract No.) \_\_\_\_\_, and

WHEREAS, said Principal is required to furnish a bond, executed by a Surety admitted in the State of California, in connection and with said Contract, providing that if said Principal, or any of its subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, We, the Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the Obligee 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, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above-bounden said Principal, or any of its subcontractors, shall fail to pay any of the persons named in Section 9100 of the Civil Code of the State of California, or any amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department of the State of California, from the wages of employees of the Principal and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code of the State of California with respect to such work or labor, as required by the provisions of Section 9550 and following of the Civil Code of the State of California, then said Surety will pay the same in, or to an amount not exceeding the amount hereinabove set forth, and also will pay, in case suit is brought upon this bond, reasonable attorneys' fees to such claimant and to the Obligee as shall be fixed by the Court.

This bond is issued pursuant to Civil Code Sections 9550 through 9566, inclusive, of the State of California, and shall inure to the benefit of any and all persons, companies, and corporations named in Section 9100 of said Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work or to the special provisions. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above-bounden parties have signed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 2026, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

(SEAL)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Signature for Principal)

\_\_\_\_\_  
(Title of Signatory)

(SEAL)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Signature of Surety)

\_\_\_\_\_  
(Title of Signatory)

*Note: This bond must be submitted in sets of four, each bearing original signatures. The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public. These bonds must be accompanied by a current Power of Attorney appointing such Attorney-In-Fact.*

**Bond Number:**

**Premium:**

**FAITHFUL PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that WHEREAS the Board of Supervisors of the County of Santa Cruz, State of California, hereinafter designated as the "Obligee," has on \_\_\_\_\_, 2026, awarded to \_\_\_\_\_

hereinafter designated as the "Principal," a contract for the construction of \_\_\_\_\_,  
(Contract No. \_\_\_\_\_), and

WHEREAS said Principal is required, under the terms of the Contract, to furnish a bond, executed by a Surety admitted in the State of California, for the faithful performance of said Contract:

NOW, THEREFORE, We, the Principal, and \_\_\_\_\_  
\_\_\_\_\_ as Surety, are held and firmly bound unto the Obligee 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, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above bounden Principal, its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreement in the said Contract, and any alterations made as therein provided, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue, and Principal and Surety, in the event suit is brought on this bond, will pay to the Obligee such reasonable attorneys' fees as may be fixed by the Court.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in said amount shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect the said Obligee from loss or damage made evident during said period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum shall remain in full force and effect. However, anything in this paragraph to the contrary

notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same, shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work or to the special provisions. Said Surety hereby waives the provisions of Section 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above-bounden parties have signed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 2026, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Signature for Principal)

\_\_\_\_\_  
(Title of Signatory)

(SEAL)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Signature of Surety)

\_\_\_\_\_  
(Title of Signatory)

*Note: The signature of the Attorney-In-Fact for the Surety must be acknowledged by a Notary Public, and this bond must be accompanied by a current Power of Attorney appointing such Attorney-In-Fact. This bond must be submitted in sets of four, each bearing original signatures.*

# **CERTIFICATE OF INSURANCE**

## Construction Contractor

This certifies to the County of Santa Cruz, California that the following described policies have been issued to:

INSURED: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LOCATION OF OPERATIONS INSURED: \_\_\_\_\_

DESCRIPTION OF WORK (SHOW PROJECT NAME AND NUMBER): \_\_\_\_\_

POLICIES AND INSURERS	LIMITS OF COVERAGE		POLICY NUMBER	EXPIRATION DATE
	BODILY INJURY	PROPERTY DAMAGE		
COMPREHENSIVE GENERAL LIABILITY	_____ EACH PERSON	_____ EACH OCCURRENCE		
(INSURER)	COMBINED SINGLE UNIT			
COMPREHENSIVE AUTO LIABILITY	_____ EACH PERSON	_____ EACH ACCIDENT		
(INSURER)	COMBINED SINGLE UNIT			
WORKERS COMPENSATION	EMPLOYER'S LIABILITY \$ _____			
(INSURER)				

All policies are in effect at this time and will not be canceled, limited, or allowed to expire without renewal until after 30 days written notice has been given to the certificate holder named on the top line. Any coverage afforded the certificate holder as an Additional Insured shall apply as primary and not to exceed any insurance issued in the name of the certificate holder.

The following coverages or conditions are in effect:	YES	NO
Blanket Contractual Liability	_____	_____
Products and Completed Operations	_____	_____
County of Santa Cruz named as Additional Insured	_____	_____
Cross Liability Clause	_____	_____
X,C,U Hazards Included	_____	_____
Broad Form Property Damage	_____	_____
Personal Injury	_____	_____

Check only one of the following:

- \_\_\_\_\_ No insurance policy conditions the defense or indemnity of County of Santa Cruz or any additional insured, on any act of the named insured; or,
- \_\_\_\_\_ One or more insurance policies conditions the defense or indemnify of County of Santa Cruz on an act of the named insured, and by endorsement to each of those policies, County of Santa Cruz has been added as a named insured.

DATE: \_\_\_\_\_ (Authorized Signature)

AT: \_\_\_\_\_ (Insurance Company)

*Note: Authorized signature may be 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.*

## **FRINGE BENEFIT STATEMENT**

CONTRACT NUMBER	FEDERAL NUMBER (IF APPLICABLE)	DATE		
CONTRACTOR/ SUBCONTRACTOR				
ADDRESS				
<p>In order that the proper Fringe Benefit rates can be used for checking payrolls or applied to Force Account work which may be done on the above Contract, the rates for Fringe Benefits, subsistence and/or travel allowance payment (as required by collective bargaining agreements) made for employees on the various classes of work are tabulated below.</p>				
CLASSIFICATION	SUBSISTENCE OR TRAVEL ALLOWANCE	FRINGE BENEFITS		EFFECTIVE DATE
		VACATION	TOTAL OTHER FRINGES	
Supplemental statements will be furnished during the progress of the work should a change in rate of any of the classifications be made.				
SUBMITTED: CONTRACTOR/SUBCONTRACTOR		BY:		
*SUBJECT TO VERIFICATION AND/OR JUSTIFICATION AT ENGINEERS REQUEST				

**CORRECTION AND REPAIR**

To the County of Santa Cruz, Department of Community Development and Infrastructure Division of Public Works

FOR: **ROBERTSON STREET SIGNALIZATION PROJECT**

The undersigned guarantees the construction and installation of all the work included in this project.

Should all or any portion of the project prove defective due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to perform properly as originally intended and in accordance with the plans and special provisions, due to any of the above causes, all within 12 months after date on which this Contract is accepted by the County, the undersigned agrees to reimburse the County, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such materials or equipment replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the County, to replace any such material and to repair said work completely without cost to the County so that said work will function successfully as originally contemplated.

The County shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned. In the event the County elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the County. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the County shall be entitled to all costs and expenses, including attorneys' fees, reasonably incurred by reason of the said failure or refusal.

By: \_\_\_\_\_

For: \_\_\_\_\_

\_\_\_\_\_

CONTRACTOR

\_\_\_\_\_

DATE

**WORKERS' COMPENSATION CERTIFICATION FORM**

"I am aware of the provisions of Section 3700 of the Labor Code, which requires 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."

By: \_\_\_\_\_

For: \_\_\_\_\_

\_\_\_\_\_

CONTRACTOR

\_\_\_\_\_

DATE

# ADMINISTRATION FORMS

**CONSTRUCTION STAGING AREA NOTIFICATION FORM**

It is the Contractor’s responsibility to secure a construction staging area outside of the right of way for the purposes of storing material, equipment, and other items necessary for the construction of the project. No equipment or material may be stored within the right of way without prior written consent of the Director of the Department of Community Development and Infrastructure Division of Public Works.

Completion and approval of this form is required before job site activities may begin. Per the Standard Specifications Section 5-1.23B “Action Submittals,” allow 15 days for review and approval. Working days shall begin as outlined in the Special Provisions Section 8-1.04, regardless of the status of the Construction Staging Area Notification Form.

Project:                   **ROBERTSON STREET SIGNALIZATION PROJECT**

Project Limits:       **SOQUEL DRIVE / ROBERTSON STREET INTERSECTION**

District:               **SUPERVISORIAL DISTRICT 1**

Contractor:

---

---

Construction Staging Area Address:

---

---

---

**(Note: Attach copy of Landowner Agreement.)**

# FORM W-9

Form **W-9**  
 (Rev. August 2013)  
 Department of the Treasury  
 Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
-				-					
<b>Employer identification number</b>									
-									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## **EXHIBIT 9-P PROMPT PAYMENT CERTIFICATION**

Section 7108.5 of the California Business and Professions Code (CBPC) requires a prime contractor or subcontractor (i.e. builders) to pay any subcontractor not later than seven (7) days after receipt of each progress payment received or final retention payment. Section 3321 of the California Civil Code (CCC) requires prime design professionals (prime consultants directly in contract with a public agency) to pay any subconsultant not later than fifteen (15) days after receipt of each progress payment or final retention payment. The payment cannot be delayed because of disagreements on other contracts. Any delay or postponement of payment among the parties may take place only for good cause with the agency's prior written approval. This requirement applies to both DBE and non-DBE subcontractors.

### **1. CONTRACT INFORMATION**

(1) Prime Contractor/Consultant	(2) Local Agency	(3) Federal Project Number	(4) Local Contract Number	(5) Total Contract Award Amt (\$)	(6) Total DBE Commitment Amt (\$)	(7) DB E Commitment (%)	(8) DBE Contract Goal (%)	(9) Reporting Period (MM/YYYY)

### **2. PAYMENT INFORMATION**

(10) Subcontractor/Subconsultant Name	(11) DBE Cert. Number	(12) Subcontract Type	(13) Date Payment Received by Prime	(14) Date of Prime Payment to Sub	(15) Amount of Payment (\$)	(16) Amount Paid To Sub to Date (\$)	(17) Total Committed to This Subcontractor (\$)	(18) Promptly Paid? (Y/N)	(19) Incremental Retainage Paid? (Y/N)	(20) Comments or Reason for Non-Payment/Non-Prompt Payment, including Payment of incremental Retainage *
Totals					\$	\$	\$			

List all first-tier subcontractors/subconsultants, whether or not the firms were originally listed in Exhibit 10-O2 or 15-G as a DBE commitment. If the actual DBE utilization was different than that approved at the time of award, provide comments in box (20). All payments reported, including payments to contractor/consultant, are for the date listed.

\* Only reasons based on dispute on subcontractor or supplier noncompliance may be accepted

### **3. CERTIFICATION**

**The prime contractor or consultant hereby certifies that the foregoing Prompt Payment Certification Form is true and correct.**

\_\_\_\_\_  
(21) Prime Contractor Manager's

\_\_\_\_\_  
(22)

\_\_\_\_\_  
(25) Prime Contractor Manager's

\_\_\_\_\_  
(26)

**Local Agency certifies that all information in this form is complete and verified.**

\_\_\_\_\_  
(23) Local Agency Representative's

\_\_\_\_\_  
(24)

\_\_\_\_\_  
(27) Local Agency Representative 's

\_\_\_\_\_  
(28)

## Exhibit 9-P Instructions

### I. Purpose

Section 7108.5 of the California Business and Professions Code (CBPC) requires a prime contractor or subcontractor (i.e. builders) to pay any subcontractor not later than seven (7) days after receipt of each progress payment received or final retention payment. Section 3321 of the California Civil Code (CCC) requires prime design professionals (prime consultants directly in contract with a public agency) to pay any subconsultant not later than fifteen (15) days after receipt of each progress payment or final retention payment. The payment cannot be delayed because of disagreements on other contracts. Any delay or postponement of payment among the parties may take place only for good cause with the agency's prior written approval. This requirement applies to both DBE and non-DBE subcontractors.

### II. Instruction

For projects that are awarded on or after September 1, 2023:

The prime contractor or consultant must submit Exhibit 9-P to the LPA administering the contract by the 15<sup>th</sup> of the month following the month of any payment(s). If the prime contractor or consultant does not make any payments to subcontractors, suppliers, and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

A failure to complete the Prompt Pay reporting requirement may result in the withholding of the prime contractor or consultant's next progress payment and/or final payment. Additionally, Caltrans may require the LPA to issue a corrective action plan and /or it may require the LPA to suspend the contract in whole or in part if the prime or consultant does not make up the shortfall.

LPA must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LPA must email a copy of Exhibit 9-P to [DBE.Forms@dot.ca.gov](mailto:DBE.Forms@dot.ca.gov) before the end of the month after receiving the Exhibit 9- P from prime contractor or consultant.

### 1. CONTRACT INFORMATION

- (1) **Prime Contractor/Consultant:** Enter the business name for the prime contractor/consultant.
- (2) **Local Agency:** Enter the local agency name.
- (3) **Federal Aid Project Number:** Enter the 7-digit federal-aid project number of the lead project on the contract. E.g. 5002(123) is a valid Federal-Aid Project Number.
- (4) **Local Contract Number:** Enter the Local Agency contract number or identifier.
- (5) **Total Contract Award Amount (\$):** Enter the total contract award amount of the project.

- (6) **Total Contract DBE Commitment Amount (\$):** Enter the total DBE commitment award amount of the project as it appears on Exhibit 10-O2 or Exhibit 15-G.
- (7) **DBE Commitment (%):** Enter percentage of the Prime contract committed to DBE firms as it appears on Exhibit 10-O2 or Exhibit 15-G.
- (8) **DBE Contract Goal (%):** Enter the contract DBE goal percentage as it appears on the project advertisement.
- (9) **Reporting Period (Month-Year):** Indicate the month and year of payments being reported.

## 2. PAYMENT INFORMATION

- (10) **Subcontractor/Subconsultant name:** Enter subcontractor/consultant firm's name.
- (11) **DBE Cert. Number:** List the DBE's certification number as listed in the California Unified Certification Program (CUCP) database.
- (12) **Sub contract Type:** Enter the most appropriate Subcontractor's contract type.
- (13) **Date of Payment Received by Prime:** Enter date when a check is issued by LPA to the prime contractor/consultant for work performed by the contractor/consultant.
- (14) **Date of Prime Payment to Sub:** Enter date when a check is issued by prime to the subcontractor/subconsultant for work performed by the subcontractor/subconsultant.
- (15) **Amount of Payment (\$):** Enter the total amount paid to the subcontractor this period.
- (16) **Amount Paid to Sub to Date (\$):** Enter the total amount paid to this subcontractor to date. This should be a total of past payments plus payment for the current work just invoiced to the Local Agency.
- (17) **Total amount committed to this subcontractor (\$):** Enter the total amount committed to this subcontractor, copy the information from the agency signed Exhibit 10-O2 or 15-G.
- (18) **Promptly Paid? (Y/N):** Enter "Y" if payment was made in accordance with the contract. Enter "N" if it's in dispute. Must provide comments regarding any dispute of payment.
- (19) **Incremental Retainage Paid? (Y/N):** Enter "Y" if this payment was a retainage payment. Enter "N" if this was a progress or final payment.
- (20) **Comments or Reason for Non-Payment/Non-Prompt Payment, including Payment of Incremental Retainage \*:** Only reasons based on dispute with subcontractor or supplier noncompliance may be accepted. Add appropriate notes if a DBE subcontract was terminated, a DBE subcontract was added, if change orders impacted the DBE's payments (include good faith efforts the prime contractor/consultant implemented), if task orders weren't issued, etc.

### 3. CERTIFICATION

- (21) **Prime Contractor Manager's Signature:** Self explanatory
- (22) **Date:** Provide the date Prime Contractor Manager signed this form.
- (23) **Local Agency Presentative's Signature:** Self explanatory.
- (24) **Date:** Provide the date Local Agency Presentative signed this form.
- (25) **Prime Contractor Manager's Name:** Self explanatory.
- (26) **Phone:** Self explanatory
- (27) **Local Agency Presentative's Name:** Self explanatory.
- (28) **Phone:** Self explanatory