

MONTEREY COUNTY

PUBLIC WORKS, FACILITIES AND PARKS

BOOK ONE

**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS**

**SAN JUAN GRADE ROAD SLOPE REPAT AT MP 8.63
PROJECT NO. 6111
Federal Aid Project No: ER-32L0 (457)**



**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS**

**SAN JUAN GRADE ROAD SLOPE REPAIR AT MP 8.63
PROJECT NO. 6111
Federal Aid Project No: ER-32L0 (457)**

The Special Provisions contained herein have been prepared by or under the direction of the following registered person.



Enrique Saavedra

Date 5/11/2022



FOR USE IN CONNECTION WITH STANDARD SPECIFICATIONS 2018, THE STANDARD PLANS 2018, INCLUDING ISSUED REVISED STANDARD PLANS AND REVISED STANDARD SPECIFICATIONS. THE CURRENT LABOR SURCHARGE EQUIPMENT RENTAL RATES, OF THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, BUSINESS AND TRANSPORTATION AGENCY; THE CURRENT GENERAL PREVAILING WAGE DETERMINED BY THE DIRECTOR OF INDUSTRIAL RELATIONS IS ON FILE WITH THE DEPARTMENT OF PUBLIC WORKS.

APPROVED AS TO FORM

Office of the County Counsel
Leslie J. Girard, County Counsel

APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

Office of the County Counsel
Leslie J. Girard, County Counsel

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STANDARD PLANS LIST

The Standard Plan sheets applicable to this Contract include, but are not limited to those indicated below. The Standard Plans of 2018 and the Revised Standard Plans, which apply to this Contract, are included as attachments to these Special Provisions.

GENERAL ROAD WORK

MISCELLANEOUS

A3A	Abbreviations
A3B	Abbreviations
A3C	Abbreviations
A10A	Lines and Symbols
A10B	Lines and Symbols
A10C	Lines and Symbols
A10D	Lines and Symbols
A10E	Lines and Symbols

CURBS, DRIVEWAYS, DIKES, CURB RAMPS AND ACCESSIBLE PARKING

A87B	Hot Mix Asphalt Dikes
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DRAINAGE INLETS, PIPE INLETS AND GRATES

D71	Drainage Inlet Markers
D73B	Precast Drainage Inlets – Types G1, G2, G3, G4, G5 and G6
D73C	Precast Drainage Inlets – Types G1, G2, G3, G4, G5 and G6
D73F	Precast Drainage Inlet Notes

PIPE DOWNDRAINS, ANCHORAGE SYSTEMS AND OVERSIDE DRAINS

D87A	Corrugated Metal Pipe Downdrain Details
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ROADSIDE SIGNS

RS1	Roadside Signs - Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post, Typical Installation Details No. 2

TEMPORARY FACILITIES

T11	Traffic Control System for Lane Closure On Multilane Conventional Highways
T12	Traffic Control System for Half Road Closure On Multilane Conventional Highways and Expressways
T13	Traffic Control System for Lane Closure On Two Lane Conventional Highways

COUNTY OF MONTEREY
PUBLIC WORKS AND FACILITIES

NOTICE TO BIDDERS

Sealed bids will be received at the OFFICE OF THE COUNTY CLERK OF THE BOARD OF SUPERVISORS, COUNTY OF MONTEREY, 168 W. ALISAL STREET 1ST FLOOR, SALINAS, CALIFORNIA 93901 (MAILING ADDRESS: P O BOX 1728, SALINAS CA 93902-1728), until **3:00 p.m., on July 8, 2022**, for the

SAN JUAN GRADE ROAD SLOPE REPAIR AT MP 8.63

PROJECT NO. 6111

Federal Aid Project No: ER-32L0 (457)

as shown on the plans, at which time they will be publicly opened and read in the Board of Supervisors' Board Chambers.

The work to be done consists, in general of the installation of a block wall system, drainage system, slope repair and roadway paving, including but not limited to clearing and grubbing, and traffic control. The Engineer's Estimate for the construction costs is \$226,300.00.

The County of Monterey affirms that in any Contract entered into pursuant to this advertisement, disadvantage business enterprise (DBE) will be afforded full opportunity to submit bids in response to this invitation

The DBE Contract goal is sixteen percent (16%).

The Bidder shall possess either a valid Class "A" license or a combination of Class C -12, Class C-31, Class C-32, at the time of the Contract award.

A bidder's bond, issued by an admitted corporate surety company in an amount equal to at least ten percent (10%) of the amount bid, must accompany the bid.

The successful bidder shall furnish a payment bond and a performance bond each in the amount of one hundred percent (100%) of the Contract.

The Contract Documents are available ELECTRONICALLY and can be downloaded for free at the following Monterey County website: [Projects Out to Bid | Monterey County, CA](#). Plan holders must register before they can view or download the documents. A copy of the electronic files on compact-disc (CD) is also available at MONTEREY COUNTY PUBLIC WORKS, FACILITIES & PARKS, 1441 SCHILLING PLACE, 2ND FLOOR, SALINAS, CALIFORNIA 93901 for a nonrefundable fee of \$5.00. The electronic files can be used to print the project plans, project specifications, and other such documents at various printing companies.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the County, or Counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations and are available at the Public Works and Facilities, 1441 Schilling Place, 2nd Floor, Salinas, California 93901, and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

Pursuant to Labor Code section 1771.1(a), a Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any Contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the Contract is awarded.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Pursuant to Public Contract Code Section 22300, the Contractor may substitute securities for any moneys withheld by the County to ensure performance under the Contract.

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

Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should call the U.S. Department of Transportation (1-800-424-9071) "hotline," between 8:00 a.m. and 5:00 p.m., and report these activities.

The County reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

Date: June 16, 2022

RANDELL ISHII, MS, PE, TE, PTOE
DIRECTOR OF PUBLIC WORKS, FACILITIES & PARKS
COUNTY OF MONTEREY

PUBLIC WORKS, FACILITIES AND PARKS
COUNTY OF MONTEREY
STATE OF CALIFORNIA

SPECIAL PROVISIONS

SAN JUAN GRADE ROAD SLOPE REPAIR AT MP 8.63
PROJECT NO. 6111
Federal Aid Project No: ER-32L0 (457)

SECTION 1 – GENERAL

1-1.01 SPECIFICATIONS AND PLANS:

The work embraced herein shall be done in accordance with the Standard Specifications and Standard Plans, of 2018, of the State of California, Department of Transportation, as revised, insofar as the same may apply and in accordance with the following Special Provisions:

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

The listing of certain salient sections from the Standard Specifications and these Special Provisions shall not in any way relieve the Contractor of complying with each and every section of the Standard Specifications.

Revisions to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02 "Contract Components" of the Standard Specifications. Whenever either the term "Standard Specifications is revised" or the term "Standard Specifications are revised" is used in the special provisions, the indented text or table following the term shall be considered Revised Standard Specifications. In case of conflict between such revisions and the Standard Specifications, the revision shall take precedence over and be used in lieu of the conflicting portions.

1-1.02 INTERPRETATION OF STANDARD SPECIFICATIONS:

For the purpose of this Contract, certain terms or pronouns in place of them used throughout the Standard Specifications, shall be interpreted as follows: Attention is directed to Section 1, "Definition and Terms," of the Standard Specifications and these Special Provisions:

1-1.03 DEFINITIONS:

The following terms defined in Section 1-1.07, "Definitions," of the Standard Specifications shall be interpreted to have the following meaning and intent:

State:	County of Monterey
Department:	Public Works, Facilities, and Parks
Director:	Chair of the Board of Supervisors

Engineer: Director of Public Works, Facilities & Parks, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

1-1.04 DEFINITIONS IN SPECIAL PROVISIONS:

Whenever in the Special Provisions and other Contract documents, the following terms, or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

Board of Supervisors:	The governing body of the County of Monterey
Caltrans:	California Department of Transportation
County:	The County of Monterey, a political subdivision of the State of California
Clerk of the Board:	The Clerk of the Monterey County Board of Supervisors
Director of Public Works:	Director of Public Works, Facilities and Parks.
Attorney General:	County Counsel of Monterey County
Laboratory:	Any established laboratory designated by the Engineer to test materials and work involved in the Contract.
Owner:	County of Monterey
Authorized Material List:	Caltrans prequalified products list
2018 Standard Plans:	2018 Standard Plans and Revised Standard Plans dated 10-15-2021 of the State of California, Department of Transportation

1-1.05 STATE HOLIDAYS:

Attention is directed to definition of **holiday** in Section 1-1.07B "Glossary" of the Standard Specifications.

SECTION 2 - BIDDING

2-1.01 GENERAL:

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these Special Provisions for the requirements and conditions which he/she/it must observe in the preparation and the submission of the bid.

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.34, "Bidder's Security," of the Standard Specifications will be found in the Bid Form, Book Two. Bidder's security in the form of cashier's check or certified check shall be made payable to the County of Monterey.

In conformance with Public Contract Code Section 7106, a Noncollusion Declaration is included in the Bid Form, Book Two. Signing the Bid shall also constitute signature of the Noncollusion Declaration.

This Contract will require a Class "A" Contractor's license or a combination of Class C-12, Class C-31 and Class C-32.

2-1.02 DISADVANTAGE BUSINESS ENTERPRISE (DBE):

The bidder's attention is directed to the provisions in Section 2-1.12, "Disadvantage Business Enterprise," of the Standard Specifications for federal-aid Contract.

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 in the Notice to Bidders or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor's responsibility to verify that on the date of the bid opening the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) code and Work Code application to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification was performed by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found <https://dot.ca.gov/programs/civil-rights/dbe-search>.

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

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

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

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

2-1.02A 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.

2-1.02B 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.

2-1.02C 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.

2-1.02D PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

Attention is directed to the provisions in Public Contract Code Sections 10262 and 10262.5 and Business and Professions Code Section 7108.5 concerning prompt payment to subcontractors.

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.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

2-1.02E 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 County'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 the Agency authorizes the termination or substitution of a listed DBE, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must (1) 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, and (2) be certified as a DBE with the most specific available NAICS codes and work codes applicable to the type of work the DBE will perform on the contract at the time of the prime contractor's request for substitution. The prime contractor shall submit their documentation of good faith efforts within 7 days of their request for authorization of the substitution. The Agency may authorize a 7-day extension of this submittal period at the prime contractor's request. More guidance can be found at 49 CFR 26 app A regarding evaluation of good faith efforts to meet the DBE goal.

2-1.02F COMMITMENT AND UTILIZATION

Submit the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

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 in as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form is not submitted with the bid, it must be completed and submitted by all bidders within 5 days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the bidder's bid will be nonresponsive. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 5th business day after bid opening.

Use each DBE subcontractor as listed on Exhibit 15-G *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

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

If you are a DBE Contractor, include the date of work performed by your own forces and the corresponding value of the work.

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

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

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

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid.

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

GOOD FAITH EFFORTS SUBMITTAL

If you have not met the DBE goal, complete and submit the DBE Information – Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal.

Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the fourth (4th) business day after bid opening.

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

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

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total Contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that

provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.

4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the Contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime Contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the second (2nd) and third (3rd) bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

2-1.02G 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 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.

2-1.03 BID OPENING:

The Agency publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.

2-1.04 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 seven (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.

2-1.05 SUBCONTRACTORS LIST:

Each bid shall have listed therein the name and address of each Subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of his/her/its total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code.

The bidder's attention is directed to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

A sheet for listing the Subcontractors, as required herein by law, is included in the Bid.

2-1.06 JOB SITE AND DOCUMENT EXAMINATION:

The bidder shall examine carefully the site of the work contemplated, the specifications, and the proposal and Contract forms therefor. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the proposal, plans, specifications and the Contract.

The submission of a bid shall also be conclusive evidence that the bidder is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information was reasonably ascertainable from an inspection of the site as well as from the specifications made a part of the Contract.

All bidder inquiries about the meaning or intent of the Contract Documents submitted to the Engineer shall be in writing. Replies to the inquiries will be in the form of addenda and will be mailed, faxed, or delivered to all parties recorded by the Engineer as having received the bidding documents. Issued addenda shall be considered as part of the Contract Documents. Bidder inquiries received less than ten (10) days prior to the date of bid opening will not be answered. Oral and other interpretations or clarifications will be without legal effect.

The County assumes no responsibility for conclusions or interpretations made by a bidder or Contractor based on the information or data made available by the County. The County does not assume responsibility for representation made by its officers or agents before the execution of the Contract concerning surface or subsurface conditions, unless that representation is expressly stated in the Contract.

No conclusions or interpretations made by a bidder or Contractor from the information and data made available by the County will relieve a bidder or Contractor from properly fulfilling the terms of the Contract.

SECTION 3. CONTRACT AWARD AND EXECUTION

3-1.01 GENERAL:

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of Contract.

3-1.02 CONTRACT AWARD:

If the Agency awards the Contract, the award is made to the lowest responsible and responsive bidder.

In lieu of Section 3-1.04, "Contract Award," of the Standard Specification, insert the following:

Bidders who wish to lodge a protest as to the award of the bid must do so before 5:00 p.m. of

the fifth business day following the notice of intent to award the Contract. Failure to timely file a written protest shall constitute a waiver of right to protest. Untimely protests will not be accepted or considered. Bid protests must be submitted, in writing, to: MONTEREY COUNTY PUBLIC WORKS, FACILITIES & PARKS, TO THE ATTENTION OF THE PROJECT MANAGER/1441 SCHILLING PLACE, 2ND FLOOR, SALINAS CA 93901-2438. Protests may be hand-delivered or sent via facsimile [(831)755-4958], certified postal mail, or E-mail to the attention of the project manager [The Project Manager's E-mail address may be obtained by calling (831) 755-4800. Bid protests must include the project name and project number, a complete statement describing the basis for the bid protest, including a detailed statement of all legal and factual grounds for the protest, any documentation supporting the protestor's grounds for the protest, and the form of relief requested and the legal basis for such relief. The party lodging the protest must also include their contact information including mailing address, telephone number, and E-mail address.

If a valid protest is timely filed, the Department shall investigate the bid protest. The protested bidder shall have three (3) business days to respond to any Public Works & Facilities requests to provide additional information. The Department shall respond to the protesting party, stating its finding. The Department Director shall make a recommendation to the Board regarding the bid protest.

The award of the Contract, if it be awarded, will be to the lowest responsible bidder within ninety (90) days after bid opening, whose bid complies with all the requirements prescribed.

In determining the lowest "responsible" Bidder, consideration shall be given to the general competency of Bidder in regards to the work covered by the bid.

The Contract shall be executed by the successful bidder and shall be returned, together with the Contract bonds and insurance certificates, to the MONTEREY COUNTY PUBLIC WORKS, FACILITIES & PARKS so that it is received within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received the Contract for execution. Failure to do so shall be just cause for forfeiture of the bid guaranty. The executed Contract documents shall be delivered to the following address:

MONTEREY COUNTY PUBLIC WORKS, FACILITIES & PARKS, 1441 SCHILLING PLACE, 2ND FLOOR, SALINAS, CALIFORNIA 93901-2438.

3-1.03 CONTRACT BONDS (PUB. CONT. CODE 10221 AND 10222):

In lieu of the second paragraph in Section 3-1.05 "Contract Bonds (Pub Cont Code 10221 and 10222)" of the Standard Specifications, the following shall be inserted:

2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least one hundred percent (100%) of the total bid.

The two (2) bonds shall be written by an admitted corporate surety.

3-1.04 CONTRACTOR LICENSE:

Attention is directed to the provisions in Section 3-1.06, "Contractor License" of the Standard Specification for federal-aid contract.

The Contractor must be properly licensed as a Contractor from Contract award through Contract

acceptance (Public Contract Code § 10164).

3-1.05 CONTRACTOR REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS:

Attention is directed to Department of Industrial Relations Contractor registration for public works & facilities project.

Pursuant to Labor Code section 1771.1(a), a Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any Contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the Contract is awarded.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

For Contractor Registration, go to: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

SECTION 4 SCOPE OF WORK

4-1.01 WORK DESCRIPTION

The work to be done consists, in general, to repair slope slide area by grading slope, installing catch basin, asphalt dike, 18-inch corrugated metal pipe and place Retaining wall (Special) per State Standard Plans, including but not limited to clearing and grubbing, and traffic control. Such other items or details, not mentioned above, that are required by the Plans, Standard Specifications, Standard Plans, or these Special Provisions, shall be performed, placed, constructed, or installed.

4-1.02 INCREASED AND DECREASED QUANTITIES:

The County reserves the right to increase, decrease or delete the quantities of items as follows:

ITEM CODE.	ITEM
513352	Retaining wall (Special)
390121	Asphalt Concrete (Type A, ½" Maximum Grading)
394040	Place Asphalt Concrete Dike (Type A)
260201	Class II Aggregate Base

The adjustment provision in Section 4-1.05 "Changes and Extra Work" of the Standard Specifications shall not apply to the above items.

Such other items or details, not mentioned above, that are required by the Plans, Standard Specifications, or these Special Provisions, shall be performed, placed, constructed, or installed.

4-1.03 BALANCING CHANGE ORDER:

Prior to submitting for the final estimate, a balancing change order adjusting quantities to reflect

those actually used during construction will be issued.

4-1.04 CHANGED CONDITION:

DIFFERING SITE CONDITIONS

1. During the progress of the work, if subsurface or latent physical condition 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 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.

SUSPENSIONS OF THE 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 seven (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.

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 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 one hundred twenty five percent (125%) or decreased below seventy five percent (75%) of the original Contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of one hundred twenty five percent (125%) of original Contract item quantity, or in case of a decrease below seventy five percent (75%), to the amount of work performed.

SECTION 5 – CONTROL OF WORK

5-1.01 SUBCONTRACTING:

Attention is directed to Section 5-1.13, "Subcontracting" of the Standard Specifications.

No subcontract releases the Contractor from the Contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Public Contract Code Section 4100 et seq., the County of Monterey may exercise the remedies provided under Public Contract Code Section 4110. The County of Monterey may refer the violation to the Contractors State License Board as provided under Public Contract Code Section 4111.

The Contractor shall perform work equaling at least thirty percent (30%) of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

5-1.02 DISADVANTAGE BUSINESS ENTERPRISES (DBE) RECORDS:

Attention is directed to the requirements specified in Section 5-1.13B (1), "General" of the Standard Specifications..

5-1.03 AREAS FOR CONTRACTOR'S USE:

Attention is directed to the requirements specified in Section 5-1.32, "Areas for Use," of the Standard Specifications and these Special Provisions.

The County right-of-way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right-of-way, or allow others to occupy the right-of-way, for purposes that are not necessary to perform the required work.

There are no County owned parcels adjacent to the right-of-way for the exclusive use of the Contractor within the Contract limits. The Contractor shall secure at his/her/its own expense any area required for plant sites, storage of equipment or materials, or for other purposes.

Use of the Contractor's work areas and other County owned property shall be at the Contractor's own risk, and the County shall not be held liable for any damage to or loss of materials or equipment located within such areas.

The Contractor shall obtain encroachment permits prior to occupying County owned parcels outside the Contract limits. The required encroachment permits may be obtained from the MONTEREY COUNTY PUBLIC WORKS, FACILITIES & PARKS, 1441 SCHILLING PLACE, 2ND FLOOR, SALINAS, CA 93901-2438.

Residence trailers will not be allowed within the county right-of-way.

The Contractor shall remove all equipment, materials, and rubbish from the work areas and other County owned property, which he occupies and shall leave the areas in a presentable condition, in accordance with the provisions in Section 4-1.13, "Clean Up," of the Standard Specifications.

The Contractor shall secure at his/her/its own expense any area required for plant sites, storage of equipment or materials, or for other purposes if sufficient area is not available to him/her/it within the Contract limits.

SECTION 6 – CONTROL OF MATERIALS

6-1.01 GENERAL:

Attention is directed to Section 6, "Control of Materials," of the Standard Specifications and these Special Provisions.

San Juan Grade Rd Slope Repair at MP 8.63
Project #6111

All materials required to complete the work under this Contract shall be furnished by the Contractor, except as noted on the Plans.

6-1.02 BUY AMERICA:

Attention is directed to Section 6-1.04, "Buy America," of the Standard Specifications and these Special Provisions.

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.

6-1.03 RELATIVE COMPACTION:

Wherever relative compaction is specified to be determined by Test Method No. California 216 or Test Method No. California 231 the relative compaction will be determined by Test Method No. California 231.

6-1.04 AUTHORIZED MATERIAL LIST:

The Department maintains list of Authorized Materials List. The Engineer shall not be precluded from sampling and testing products on the list of Authorized Materials List.

The manufacturer of products on the list of Authorized Materials List shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications for each type of product supplied.

For those categories of materials included on the list of Authorized Materials List, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Authorized Materials List, may be used in the work provided they conform to the requirements of the Standard Specifications and as approved by the engineer.

For the Authorized Material Lists, go to:

<https://dot.ca.gov/programs/engineering-services/authorized-materials-lists>

6-1.05 QUALITY ASSURANCE:

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

The County may examine the records and reports to tests the prime contractor performs if they are available on the job site.

Schedule work to allow time for QAP.

6-1.07B PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES:

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

SECTION 7-LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.01 LABOR NON-DISCRIMINATION:

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2), "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state Contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction Contracts and subcontracts of \$5,000 or more.

7-1.02 LABOR CODE REQUIREMENT:

Attention is directed to Section 7-1.02K(5), "Working Hours," of the Standard Specifications.

7-1.03 GENERAL PREVAILING WAGE RATES:

Attention is directed to Section 7-1.02K(2), "Wages," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the County or Counties in which the work is to be done, are available on the Internet at: <http://www.dir.ca.gov/dlsr/pwd/>. These wage rates are not included in the Bid book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

The general prevailing rates of per diem, holiday, and overtime wages for each craft, classification, or type of worker needed to execute the Contract are determined in accordance with Section 1770, et. seq., of the Labor Code; and the Contractor shall comply with all applicable sections thereof.

The Contractor shall post the prevailing wage rates at the job site or as directed by the Engineer.

For Federal minimum wage rates see the website <http://www.dot.ca.gov/hq/esc/oe/federal-wages/>.

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

7-1.04 PAYROLL RECORDS:

The Contractor's attention is directed to Section 7- 1.02K(3), "Certified Payroll Records (Labor Code 1776)," of the Standard Specifications, and to the provisions of Labor Code, Section 1776 (Stats. 1978, Chapter 1249). The Contractor shall be responsible for the compliance with these provisions by his/her Subcontractors. The Contractor shall furnish the Engineer with certified payrolls and statement of benefits.

7-1.05 SURFACE MINING AND RECLAMATION ACT:

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975.

The requirements of this section shall apply to all materials furnished for the project, except for acquisition of materials in conformance with Section 4-1.04, "Use of Materials Found on the Job Site," of the Standard Specifications.

7-1.06 PUBLIC SAFETY:

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," and Section 7-1.03, "Public Convenience" of the Standard Specifications and these special provisions.

7-1.07 INDEMNIFICATION AND INSURANCE:

Attention is directed to Section 7-1.05, "Indemnification" and Section 7-1.06 "Insurance," of the Standard Specifications and these Special Provisions.

In addition to all the requirements in Section 7-1.06D(2) "Liability Limits/Additional Insured," of the Standard Specifications, the following additional requirements shall be met. An Additional Insured Endorsement to the Contractor's Liability insurance policy naming the County of Monterey, their officers, agents, and employees as additional insured's in the form approved by the County of Monterey shall also be furnished. A copy of the approved endorsement form may be obtained from the County of Monterey at the address to obtain bid packages as shown in the Notice to Bidders. The insurance afforded to the additional insured's is primary insurance and if the additional insured's have other insurance that might be applicable to any loss, the amount of this insurance shall not be reduced or prorated due to the existence of such other insurance.

The Contractor's insurer agrees to waive subrogation claims against the County of Monterey, their officers, agents, and employees.

Evidence of insurance (Contractual Liability insurance and Additional Insured Endorsement) in compliance with the requirements herein shall be furnished to the County of Monterey by the Contractor with the Certificate of Insurance in the form as approved by the County of Monterey. A copy of the approved certificate form may be obtained from the County of Monterey at the address to obtain bid packages as shown in the Notice to Bidders. Certificates of insurance shall, without any qualification thereto, contain the following statement:

Should any of the described policies be canceled, modified, or reduced in limits before the expiration date thereof, the issuing company will mail thirty days advance written notice to the named certificate holders.

The insurance shall be issued by a company or companies authorized to transact business in the State of California and shall have a rating of at least A- VII in accordance with the current Best's rating.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the State of California or County of Monterey from taking such other actions as is available to them under any other provision of this Contract (except retainage of money due to the Contractor) or otherwise in law.

Nothing in the Contract is intended to create the public or any member thereof a third party beneficiary hereunder, nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

Prior to the execution of this Agreement by the County, Contractor shall file certificates of insurance with the County Contracts/Purchasing Department and with the County Deputy Director of Public Works & Facilities, showing that the Contractor has in effect the insurance required by this Agreement. The Contractor shall file a new or amended certificate of insurance promptly after any

change is made in any insurance policy that would alter the information of the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

7-1.08 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

Attention is directed to Section 7-1.06C, "Workers' Compensation and Employer's Liability Insurance," of the Standard Specifications.

7-1.09 FORM FHWA -1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS:

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated 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 Governmentwide 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."

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

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or 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.

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.

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.

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.

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 journeymen 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.

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 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.

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 of 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 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).

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.

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 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 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 information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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 \$100,000 and that all such recipients shall certify and disclose accordingly.

7-1.10 FEMALE AND MINORITY GOALS:

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

The nationwide goal for female utilization is 6.9 percent.

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

MINORITY UTILIZATION GOALS

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

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

For each July during which work is performed under the Contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete FHWA Form PR-1391 (Appendix C to 23 CFR 230) and FHWA Form PR 1392, Federal-Aid Highway Construction Summary of Employment Data (Appendix D to 23 CFR 230) Submit the forms by August 15.

7-1.11 FEDERAL TRAINEE PROGRAM:

For the Federal training program, the number of trainees or apprentices is ____0____.

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

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

You have primary responsibility for meeting this training requirement.

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

Include these training requirements in your subcontract.

Where feasible, twenty five percent (25%) of apprentices or trainees in each occupation must be in their first year of apprenticeship or training.

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

Before starting work, submit to the County of MONTEREY:

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

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

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

Do not employ as an apprentice or trainee an employee:

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

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

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

1. It is calculated to:
 - Meet your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period

2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction Contracts

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

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

The County of MONTEREY reimburses you eighty cents per hour of training given an employee on this Contract under an approved training program:

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

Each apprentice or trainee must:

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

Furnish the apprentice or trainee:

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

7-1.12 TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.

APPENDIX A

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

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations

- relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
 - (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Page 26 of 29 January 2022 Local Assistance Procedures Manual Exhibit 12-G Required Federal-Aid Contract Language
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

7-1.13 USE OF UNITED STATES-FLAG VESSELS

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessel to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carries, 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 20690.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

SECTION 8 - PROSECUTION AND PROGRESS8-1.01 BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES:

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities;" in Section 8-1.05 "Time", and in Section 8-1.10, "Liquidated Damages;" of the Standard Specifications and these Special Provisions.

The Contractor shall begin work within 15 calendar days of the issuance of the Notice to Proceed by the County of Monterey. This work shall be diligently prosecuted to completion before the expiration of **THIRTY (30) WORKING DAYS** beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the County of Monterey the sum of **\$3,200 per day**, for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above.

8-1.02 PRE-CONSTRUCTION CONFERENCE:

In lieu of Section 8-1.03, "Preconstruction Conference," of the Standard Specifications, insert the following:

A pre-construction conference will be held at the office of the MONTEREY COUNTY PUBLIC WORKS, FACILITIES & PARKS, 1441 SCHILLING PLACE, 2ND FLOOR, SALINAS, CA, 93901 where the Notice to Proceed will be issued and for the purpose of discussing with the Contractor the scope of work, Contract drawings, Specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's

representatives at this conference shall include all major superintendents for the work and may include major subcontractors.

8-1.03 SCHEDULE:

Comply with Section 8-1.02(B), "Level 1 Critical Path Method Schedule," of the Standard Specifications, unless otherwise authorized in writing by the Engineer.

The schedule software must be Microsoft Project 2010.

Full compensation for submitting the required schedules shall be considered as included in the Contract prices paid for the various items of work involved, and no additional compensation shall be allowed therefor.

SECTION 9 – PAYMENT

9-1.01 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.

9-1.02 PROGRESS PAYMENTS AND PAYMENTS AFTER CONTRACT ACCEPTANCE:

Attention is directed to Section 9-1.16, "Progress Payments," and 9-1.17 "Payment After Contract Acceptance," of the Standard Specifications and these special provisions.

In lieu of Section 9-1.16C, "Materials On Hand," of the Standard Specifications, the following shall be inserted:

No progress payment will be made for any materials on hand which are furnished but not incorporated in the work.

9-1.03 ARBITRATION:

Section 9-1.22, "Arbitration," as defined in the Standard Specifications, is deleted from this Contract. In lieu of arbitration, the following shall apply (from the Public Contract Code):

- A. Application of article; inclusion of article in plans and specifications (Public Contracts Codes 20104):
 - 1a. This article applies to all public works & facilities claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a Contractor and the County of Monterey.

- 1b. This article shall not apply to any claims resulting from a Contract between the Contractor and the County of Monterey when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, of the Public Contract Code).
 - 2a. "Public Work" has the same meaning as in Section 1101 of the Public Contract Code but does not include any work or improvement contracted for by the state or the Regents of the University of California.
 - 2b. "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
 3. The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work, which may give, rise to a claim under this article.
 4. This article applies only to Contracts entered into on or after January 1, 1991.
- B. Claims; requirements (Public Contracts Codes 20104.2):

For any claim subject to this article, the following requirements apply:

1. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- 2a. For Claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
- 2b. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- 2c. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- 3a. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting

the claim or relating to defenses or claims the local agency may have against the claimant.

- 3b. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- 3c. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
4. If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet-and-confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet-and-confer conference within 30 days for settlement of the dispute.
5. If following the meet-and-confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to Section 915(a) of the Government Code until the time the claim is denied, including any period of time utilized by the meet and confer conference.

C. Procedures for civil actions filed to resolve claims (Public Contracts Codes 20104.4): The following procedures are established for all civil actions filed to resolve claims subject to this article:

1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- 2a. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

2b. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

D. Payment by local agency of undisputed portion of claim; interest on arbitration award or judgment (Public Contracts Codes 2104.6):

1. The County of Monterey shall not fail to pay money as to any portion of a claim that is undisputed except as otherwise provided in the Contract.
2. In any suit filed under Section 20104.4, Monterey County shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue the date the suit is filed in a court of law.

SECTION 10 – GENERAL

10-1.01 WORK SEQUENCING:

Attention is directed to "Water Pollution Control" of these special provisions regarding the submittal and approval of the Storm Water Pollution Prevention Plan prior to performing work having potential to cause water pollution.

Attention is directed to "Maintaining Traffic" and "Temporary Pavement Delineation" of these special provisions

The Contractor shall perform clearing and grubbing activities in conformance with these special provisions prior to grading slopes, placing fabric, class II aggregate base and constructing Retaining Wall (Special) (Ultrablock system or Equal system).

At the end of each working day if a difference in excess of 0.15 feet exists between the elevation of the existing pavement and the elevation of an excavation within 8 feet of the traveled way, place and compact material against the vertical cut adjacent to the traveled way. During the excavation operation, you may use native material for this purpose except once the placing of the structural section starts, structural material must be used. Place the material up to the top of the existing pavement and taper at a slope of 4:1 (horizontal: vertical) or flatter to the bottom of the excavation. Do not use treated base for the taper.

Clean the pavement and ensure it is free of dust, mud, dirt, debris, or extraneous material IMMEDIATELY before applying slurry seal, tack coat, hot mix asphalt, and striping. Cleaning the pavement and maintaining it clean prior to these activities is included in the contract price paid for the various contract items of work.

SECTION 12 TEMPORARY TRAFFIC CONTROL

12-1.01 FLAGGING COSTS:

Replace Section 12-1.04, "Payment," of the Standard Specifications the following with:

San Juan Grade Rd Slope Repair at MP 8.63
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The cost of furnishing all flaggers, including transporting flaggers, to provide for passage of public traffic through the work under provisions in Sections 7-1.03, "Public Convenience," and 7-1.04, "Public Safety," of the Standard Specifications and for providing stands or towers for use of flaggers shall be considered included in the lump sum price paid for "Traffic Control System" and no additional compensation will be allowed therefor.

12-1.02 PORTABLE CHANGEABLE MESSAGE SIGN:

Portable changeable message signs shall be furnished, placed, operated, and maintained at locations designated by the Engineer and shall conform to the provisions in Section 12-3, "Temporary Traffic Control Devices," of the Standard Specifications and these special provisions. Messages displayed on the portable changeable message signs shall conform to Section 12-3.32 "Portable Changeable Message Signs," of the Standard Specifications and Section 12-4, "Maintaining Traffic," of these special provisions."

Start displaying the message on the portable changeable message sign 30 minutes before closing the lane.

Place the portable changeable message sign in advance of the 1st warning sign for each:

1. Stationary lane closure
2. Connector closure
3. Shoulder closure
4. Speed reduction zone

A portable changeable message sign shall be placed during speed zone reductions. When used in conjunction with a lane closure, use one portable changeable message sign, with both the speed zone reduction and the lane closure messages.

Seven (7) calendar days prior to the start of work, portable changeable message signs shall be placed at minimum, at both begin and end limits of construction, warning the public of expected delays due to construction activities, as directed by the Engineer.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing, placing, operating, maintaining, repairing, transporting from location to location and removing the portable changeable message sign, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the Contract lump sum price paid for Traffic Control System.

12-1.03 IMPACT ATTENUATOR VEHICLE:

Replace Section 12-3.23, "Impact Attenuator Vehicle," of the Standard Specifications with:

SUMMARY

This section includes specifications for protecting traffic and workers with an impact attenuator vehicle during moving lane closures and when placing and removing components of stationary lane closures, ramp closures, shoulder closures, or a combination.

Impact attenuator vehicles must comply with the following test levels under National Cooperative Highway Research Program 350:

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1. Test level 3 if the preconstruction posted speed limit is 50 mph or more
2. Test levels 2 or 3 if the preconstruction posted speed limit is 45 mph or less

Comply with the attenuator manufacturer's instructions for:

1. Support truck
2. Trailer-mounted operation
3. Truck-mounted operation

Flashing arrow signs must comply with Section 12-3.30, "Flashing Arrow Signs," of the Standard Specifications. You may use a portable changeable message sign instead of a flashing arrow sign. If a portable changeable message sign is used as a flashing arrow sign, it must comply with section 6F.56 "Arrow Panels" of the *California MUTCD*.

DEFINITIONS

impact attenuator vehicle: A support truck that is towing a deployed attenuator mounted to a trailer or a support truck with a deployed attenuator that is mounted to the support truck.

SUMBITTALS

Upon request, submit a certificate of compliance for each attenuator used on the project.

QUALITY CONTROL and ASSURANCE

Do not start impact attenuator vehicle activities until authorized.

Before starting impact attenuator vehicle activities, conduct a preinstallation meeting with the Engineer, subcontractors, and other parties involved with traffic control to discuss the operation of the impact attenuator vehicle during moving lane closures and when placing and removing components of stationary traffic control systems.

Schedule the location, time, and date for the preinstallation meeting with all participants. Furnish the facility for the preinstallation meeting within five (5) miles of the job site or at another location if authorized.

MATERIALS

Attenuators must be a brand on the Authorized Material List for highway safety features.

The combined weight of the support truck and the attenuator must be at least 19,800 pounds, except the weight of the support truck must not be less than 16,100 or greater than 26,400 pounds.

For the Trinity MPS-350 truck-mounted attenuator, the support truck must not have a fuel tank mounted underneath within 10'-6" of the rear of the support truck.

Each impact attenuator vehicle must have:

1. Legal brake lights, taillights, sidelights, and turn signals
2. Inverted "V" chevron pattern placed across the entire rear of the attenuator composed of alternating 4-inch wide nonreflective black stripes and 4-inch wide yellow retroreflective stripes sloping at 45 degrees
3. Type II flashing arrow sign
4. Flashing or rotating amber light
5. Operable 2-way communication system for maintaining contact with workers

CONSTRUCTION

Except where prohibited, use an impact attenuator vehicle:

1. To follow behind equipment and workers who are placing and removing components of a stationary lane closure, ramp closure, shoulder closure, or any combination. Operate the flashing arrow sign in the arrow or caution mode during this activity, whichever applies. Follow at a distance that prevents intrusion into the workspace from passing traffic.
2. As a shadow vehicle in a moving lane closure.

After placing components of a stationary traffic control system you may place the impact attenuator vehicle in advance of the work area or at another authorized location to protect traffic and workers.

Secure objects, including equipment, tools, and ballast on impact attenuator vehicles to prevent loosening upon impact by an errant vehicle.

Do not use a damaged attenuator in the work. Replace any attenuator damaged from an impact during work activities at your expense.

PAYMENT

The cost for impact attenuator vehicle is included in the Contract lump sum price paid for "Traffic Control System."

12-1.04 PORTABLE TRANSVERSE RUMBLE STRIP:

Replace Section 12-3.36 of the Revised Standard Specification for Section 12-3 with:
"12-3.36 Portable Transverse Rumble Strip

GENERAL

Summary

Section 12-3.36 includes specifications for placing portable transverse rumble strips.

Definitions

Not Used

Submittals

Submit a copy of the manufacturer's instructions.

Quality Control and Assurance

Not Used

MATERIALS

The portable transverse rumble strip must be either the RoadQuake 2 or the RoadQuake 2 Folding rumble strip manufactured by Plastic Safety Systems, Inc. For information on obtaining the rumble strips, contact:

Customer Service
Plastic Safety Systems, Inc.
2444 Baldwin Road
Cleveland, OH 44104

Telephone Number: (800) 662-6338 or (216) 231-8590

CONSTRUCTION

Use a traffic break or an impact attenuator vehicle as a shadow vehicle when placing and removing the portable transverse rumble strips. Rumble strips must be in place before road construction begins.

If used for flagging operations, place two (2) arrays of portable transverse rumble strips transverse to the vehicular traffic movement in advance of and approach to each flagger station. Each array must consist of three (3) rumble strips spaced from 6 to 10 feet apart. Place the first array adjacent to the W20-4 (One Lane Road Ahead) sign. Place the second array adjacent to C9A (CA) (CA flagger symbol) sign.

If the RoadQuake 2 is used, securely connect the three (3) sections under the manufacturer's instructions before placing them in the traffic lane.

Install the Rumble Strips warning sign half way between the W20-1 (Road Work Ahead) sign and the W20-4 (One Lane Road Ahead) sign under Section 12-3.11 "Construction Area Signs."

Remove all portable transverse rumble strips and warning signs at the end of lane closure and flagging operations.

If the Engineer determines that the rumble strips no longer provide the audible and vibratory alerts necessary, replace the portable transverse rumble strips.

PAYMENT

The cost for portable transverse rumble strip is included in the Contract lump sum price paid for traffic control system."

12-1.05 MAINTAINING TRAFFIC:

Maintaining traffic shall conform to the provisions in Section 7-1.03, "Public Convenience," Section 7-1.04, "Public Safety," and Section 12-4, "Maintaining Traffic," of the Standard Specifications.

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Closures shall conform to the provisions in Section 12-4.02, "Traffic Control Systems," of these special provisions.

CLOSURE REQUIREMENTS

Closures are only allowed during the hours shown in the lane requirement charts included in this section "Maintaining Traffic," except for work required under Sections 7-1.03, "Public Convenience," and Section 7-1.04, "Public Safety" of the Standard Specifications.

The full width of the traveled way shall be open for use by public traffic when construction operations are not actively in progress.

A minimum of one (1) traffic lane, not less than 12 feet wide in each direction, shall be open for use by public traffic at all times except as follows: During construction activity one (1) lane of traffic will be allowed to serve both directions of traffic between the hours of 7:00 A.M. and 4:00 P.M. When only one (1) traffic lane is available, traffic shall be monitored by no less than two (2) representatives of the Contractor who shall control the flow of traffic through the work site. Under one-way reversing traffic control operations, public traffic may be stopped in one direction for periods not to exceed ten (10) minutes.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders including sections closed to public traffic.

When work vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent orange traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of nine (9) traffic cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24 (CA) (SHOULDER WORK AHEAD) sign shall be mounted on a crashworthy portable sign support with flags. The sign shall be placed where designated by the Engineer. The sign shall be a minimum of 48" x 48" in size. The Contractor shall immediately restore to the original position and location a traffic cone or delineator that is displaced or overturned, during the progress of work.

If minor deviations from the lane requirement charts are required, a written request shall be submitted to the Engineer at least 15 days before the proposed date of the closure. The Engineer may approve the deviations if there is no significant increase in the cost to the State and if the work can be expedited and better serve the public traffic.

Full compensation for furnishing, erecting, maintaining, and removing and disposing of the W20-1, W21-5b, and C24 (CA) signs shall be considered as included in the Contract lump sum price paid for Bid Item No. 2 "Construction Area Signs" and no additional compensation will be allowed therefore.

CLOSURE SCHEDULE

12-1.06 TRAFFIC CONTROL SYSTEM:

GENERAL

Traffic control system includes signs.

MATERIALS

A new attenuator that is proposed as equal to the authorized attenuators or attenuators ordered for recertification must not be used until authorized by the Engineer.

CONSTRUCTION

General

During other activities, control traffic with stationary lane closures.

Whenever components of the traffic control system are displaced or cease to operate or function as specified from any cause, immediately repair the components to the original condition or replace the components and restore the components to the original location.

Stationary Lane Closures

For a stationary lane closure made only for the work period, remove components of the traffic control system from the traveled way and shoulder, except for portable delineators placed along open trenches or excavation adjacent to the traveled way at the end of each work period. You may store the components at selected central locations designated by the Engineer within the limits of the highway.

For multilane highway lane closures, each vehicle used to place, maintain, and remove components of a traffic control system on a multilane highway must be equipped with a Type II flashing arrow sign that must be in operation whenever the vehicle is being used for placing, maintaining, or removing the components. Vehicles equipped with a Type II flashing arrow sign not involved in placing, maintaining or removing the components if operated within a stationary-type lane closure must only display the caution display mode. The sign must be controllable by the operator of the vehicle while the vehicle is in motion. If a flashing arrow sign is required for a lane closure, the flashing arrow sign must be operational before the lane closure is in place.

Use a pilot car to control traffic as ordered by the engineer. The pilot car must have radio contact with personnel in the work area. Operate the pilot car through the traffic control zone at a speed not greater than 25 miles per hour.

Moving Lane Closures

A changeable message sign used in a moving lane closure must comply with section 12-1.02, "Portable Changeable Message Sign," of these special provisions except the sign must be truck-mounted. The full operational height to the bottom of the sign may be less than 7 feet above the ground but must be as high as practicable.

A flashing arrow sign used in a moving lane closure must be truck-mounted. Operate the flashing arrow sign in the caution display mode whenever it is being used on a 2-lane, 2-way highway.

PAYMENT

Traffic control system for lane closure is paid for as Bid Item No. 3 "Traffic Control System." Flagging costs are paid for as specified in section 12-1.04, "Payment," of these special provisions.

A traffic control system required by change order work is paid for as a part of the change order work.

12-1.07 TEMPORARY RAILING:

Temporary Railing (Type K) shall be supplied and initially placed as needed, as specified in the Standard Specifications or these Special Provisions or ordered by the Engineer and conform to the provisions in Section 12-3 “Temporary Traffic Control Devices,” of the Standard Specifications and these Special Provisions.

Attention is directed to “Public Safety” and “Order of Work” of these Special Provisions.

Temporary Railing (Type K) placed in conformance with the provision in Section 12-3 “Public Safety” of these Special Provisions shall be paid for under Bid Item No. 5 “Temporary Railing (Type K).” Placement of Concrete Barrier (Type K) in a new location within the project limits shall be paid for as installation of “Temporary Railing (Type K)”.

Add to section 12-4.01C CONSTRUCTION:

Maintaining traffic shall conform to the provisions in Sections 7-1.08, "Public Convenience," Section 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Do not perform work that would require a complete road closure.

Installing temporary signal system (TSS) shall conform to the provisions in section 12-3.33, “Temporary Signal Systems” of the Standard Specifications and the special provisions

PAYMENT

Temporary Signal System for lane closure is paid for as Bid Item No. 4 “Temporary Signal System.” Costs for the installation, operation, maintenance and removal of the temporary signal system is paid, for each working day that the temporary signal system is used.

SECTION 13 – WATER POLLUTION CONTROL**13-1.01 WATER POLLUTION CONTROL PROGRAM:**

Water Pollution Control shall conform to the provisions in Section 13, "Water Pollution Control," of the Standard Specifications and these special provisions.

Water Pollution Control Program is paid for under Bid Item No. 7 “Prepare Water Pollution Control Program.”

13-1.02 JOB SITE MANAGEMENT:

Job Site Management shall conform to the provisions in Section 13-4, “Job Site Management” of the Standard Specifications.

Job site management is paid for under Bid Item No. 6 “Job Site Management.”

13-1.03 TEMPORARY SEDIMENT CONTROL:

Temporary Sediment Control shall conform to the provisions in Section 13-6, “Temporary Sediment Control” of the Standard Specifications and these special provisions.

Temporary Sediment Control is included in the Contract price paid for as Job Site Management.

SECTION 14 – ENVIRONMENTAL STEWARDSHIP

14-1.01 GENERAL:

Attention is directed to Section 14, “Environmental Stewardship,” of the Standard Specifications and these Special Provisions.

14-1.02 NOISE AND VIBRATION:

NOISE CONTROL

Replace the second paragraph in Section 14-8.02 of the Standard Specifications with the following:

Do not exceed 85 dBA (max) at 50 feet from the job site activities; where such noise will impact existing development.

Provide one (1) Type 1 sound level meter and one (1) acoustic calibrator to be used by the Department until Contract acceptance. Provide training by a person trained in noise monitoring to one (1) Department employee designated by the Engineer. The sound level meter must be calibrated and certified by the manufacturer or other independent acoustical laboratory before delivery to the Department. Provide annual recalibration by the manufacturer or other independent acoustical laboratory. The sound level meter must be capable of taking measurements using the A-weighting network and the slow response settings. The measurement microphone must be fitted with a windscreen. The Department returns the equipment to you at Contract acceptance.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various Contract items of work involved and no additional compensation will be allowed therefor.

14-1.03 HAZARDOUS WASTE AND CONTAMINATION:

Hazardous Waste and Contamination shall conform to the provisions in Section 14-11, “Hazardous Waste and Contamination” of the Standard Specification. Attention is directed to Section 14-11.02 “Unanticipated Discovery of Asbestos and Hazardous Substance,” and Section 14-11.03 “Hazardous Waste Management,” of the Standard Specification and this special provision.

If delay of work in the area, due to unanticipated discovery of asbestos or hazardous substances, delays the current controlling operation, the delay will be considered as right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate Contract.

The Department reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing hazardous material from such area.

14-1.04 AIR QUALITY:

Comply with Section 14-9, "Air Quality," of the Standard Specifications.

Dust control is included in the Contract price paid for as Job Site Management.

14-1.05 ENVIRONMENTAL RESTRICTIONS:

The Environmental documents require that heavy equipment shall not be allowed within the creek or riverbed of project areas. It is anticipated that work shall be done from scaffolding from the bridge deck with support vehicles parked on the adjacent lane requiring flagging control. In areas where there is no vegetation, scaffolding can be set up on the adjacent dry creek or riverbed. In areas where vehicular access to the riverbed has been established in the past, construction vehicles can access the riverbed for construction support. No destruction of vegetation shall occur.

No right-of-way agreements with adjacent property owners have been arranged for this project. If the Contractor desires riverbed access outside of County right-of-way, access agreements shall need to be arranged by the Contractor with adjacent property owners. In addition, the Contractor shall obtain a permit from the California Department of Fish and Wildlife.

SECTION 15 – EXISTING FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these special provisions.

15-1.01 OBSTRUCTION:

Attention is directed to Section 15, "Existing Facilities," and Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications and these special provisions.

The Contractor shall notify in writing the following utilities and agencies five days prior to the beginning of construction:

PG&E
Contact: José Saldana
Tel: (831)784-3574
401 Work Street
Salinas CA 93901

AT&T California
Contact: Bill Kuhne
Tel: (831)637-8196
340 Pajaro Street
Salinas CA 93901

Charter Communications
Contact: Rich Furtado
Tel: (408)612-6145
8120 Camino Arroyo
Gilroy, CA 95020-5123

Storm – Monterey County
Contact: Shawn Atkins
Tel: (831)755-4929
855 E. Laurel Drive, Bldg. B
Salinas CA 93905

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in

pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which does not have concentric grounded conductors or other effectively grounded metal shields or sheaths.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least two (2) working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	(800) 642-2444 (800) 227-2600
Western Utilities Underground Alert (Inc.)	(800) 424-3447

Full compensation for conforming to the provisions in this section not otherwise provided for, shall be considered in prices paid for the various Contract items of work involved and no additional compensation shall be allowed therefor.

SECTION 17 – GENERAL

16-1.01 CLEARING AND GRUBBING:

Comply with Section 17-2, “Clearing and Grubbing,” of the Standard Specifications and these special provisions.

The Contractor shall trim existing tree branches and shrubs to have a minimum lateral clearance of 3 feet from proposed edge of pavement and vertical clearance of 20 feet. The Contractor shall remove and dispose of all the trimmings and debris.

Clearing and Grubbing is paid for under Bid Item No. 8 “Clearing and Grubbing.”

SECTION 19 – EARTHWORK

19-1.01 SHOULDER BACKING:

Comply with section 19-9, “Shoulder Backing,” of the Standard Specifications.

The cost to furnish, place, and compact shoulder backing shall be considered included in the price paid for various other contract items of work and no additional compensation will be allowed therefor.

19-2.03H DITCH EXCAVATION:

Comply with section 19-2, “Roadway Excavation,” of the Standard Specifications.

The cost to excavate, off haul material, and dispose of shall be considered included in the price

paid for excavating ditches. Avoid excavating below the grade for the bottom of the ditch. If you excavate below grade, backfill with suitable material, and compact it.

19-2.04 PAYMENT:

Payment for Ditch Excavation shall be made on a cubic yard basis for the actual cubic yard excavated at the contract unit price bid for Bid Item No. 10 “Ditch Excavation.” Such payment shall be considered full compensation for furnishing all labor, material, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

19-3 STRUCTURE EXCAVATION AND BACKFILL

Section 19-3 includes specifications for performing structure excavation and backfill.

19-3.02 PAYMENT

Payment for Structural Excavation shall be made on a cubic yard basis for the actual cubic yard excavated at the contract unit price bid for Bid Item No. 9 “Structural Excavation (Retaining Wall).” Such payment shall be considered full compensation for furnishing all labor, material, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

19-3.03D(1) RETAINING WALL DRAINAGE:

Permeable material meeting the State of California Standard Specification section 68-1.025, Class 1, Type A, shall be placed behind the wall, with a minimum width of 12 inches and extending for the full height of the wall to within one foot (1') of the ground surface. The top of the permeable material shall be covered with Mirafi 140N filter fabric or equivalent and then compacted native soil placed to the ground surface. A 6-inch diameter perforated rigid plastic drain pipe shall be installed within three inches (3”) of the bottom of the permeable material and be discharged to a suitable, approved location. The perforations should be placed downward; oriented along the lower half of the pipe. Neither the pipe nor the permeable material should be wrapped in filter fabric.

19-3.03D(2) PAYMENT

Payment for the Permeable Material shall be made on a cubic yard basis for the actual cubic yard installed at the contract unit price bid for Bid Item No. 19 “Class I Permeable Material).” Such payment shall be considered full compensation for furnishing all labor, material, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

SECTION 26 – AGGREGATE BASES

26-1.01 12-INCH THICK (CLASS II) AGGREGATE BASE MATERIAL DESCRIPTION:

Contractor shall comply with Section 26, “Aggregate Bases” of the Standard Specifications and these Special Provisions.

26-1.02 12-INCH THICK (CLASS II) AGGREGATE BASE MATERIAL PAYMENT:

San Juan Grade Rd Slope Repair at MP 8.63
Project #6111

Payment for 12-inch Thick (Class II) Aggregate Base Material shall be made on a cubic yard basis for the actual cubic yard installed at the contract unit price bid for Bid Item No. 12 “Class II Aggregate Base.” Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

SECTION 39 – HOT MIX ASPHALT

39-1.01 HOT MIX ASPHALT (TYPE A):

Comply with Section 39, “Hot Mix Asphalt,” of the Standard Specifications and these special provisions.

For this Project:

1. All aggregate base shall meet Standard Specification Section 26 “Aggregate Base” for Class 2 materials and be angular in shape.
2. All Class 2 aggregate base shall be ½-inch maximum aggregate size meeting the requirements of Section 26-1.02B.
3. Aggregate base shall be compacted to 95% of maximum dry density.
4. Use ½-inch minimum, Type “A” medium graded asphaltic concrete shown in Section 39-2.02B (4).
5. Asphalt binder used in HMA Type A must be PG 64-10.

If widening existing pavement, construct new pavement structure on both sides of the existing pavement to match the elevation of the existing pavement's edge at each location before placing HMA over the existing pavement.

39-1.02 INSTALLATION

Scarify and moisture condition the upper 8-inches of subgrade soil and compact to a minimum of 95% of its maximum dry density, at moisture content 1 to 3% over the optimum moisture content of the soil.

Provide sufficient gradient to prevent ponding of water.

39-1.03 2-INCH THICK (1/2-INCH MIX DESIGN) HOT MIX ASPHALT CONCRETE PAVEMENT PAYMENT:

Payment for 2-inch Thick (1/2-inch Mix Design) Hot Mix Asphalt Concrete Pavement shall be made on a per ton basis at the contract unit price bid for Bid Item No. 13 “Asphalt Concrete (Type A, ½” Maximum Grading).” Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required including roadway pavement and 2-inch cold plane grind and overlay, per the Plans, Special Provisions and Standard Specifications.

39-1.04 ASPHALT CONCRETE (AC) DIKE, TYPE A DESCRIPTION:

Comply with Section 39-2.01B (11), “Miscellaneous Areas and Dikes” of the Standard Specifications and these Special Provisions and the Plans. Asphaltic concrete binder shall be PG64-10.

39-1.05 ASPHALT CONCRETE (AC) DIKE, TYPE A PAYMENT:

Payment for Asphalt Concrete (AC) Dike, Type A shall be made on a linear feet basis at the contract unit price bid for Bid Item No. 14 “Place Asphalt Concrete Dike (Type A).” Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

SECTION 21 EROSION CONTROL**21-1.01 EROSION CONTROL-HYDROSEED**

Erosion Control (Hydroseed) shall conform to the provisions in section 21 Erosion Control and specifically section 21-2.03D Hydromulch and Hydroseed. Erosion Control (Hydroseed) work includes removing and disposing of weeds and applying erosion control materials including seed, fiber, commercial fertilizer, organic fertilizer, straw, and tackifier to erosion control (hydroseed) areas as shown on the plans. Erosion Control (Hydroseed) shall be applied on all cut and fill slopes within the project boundary.

Payment for Hydroseed shall be made on a square foot basis for the actual square foot installed at the contract unit price bid for Bid Item No. 11 “Erosion-Control (Hydroseed).” Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

SECTION 47 EARTH RETAINING SYSTEMS**47-6 ALTERNATIVE EARTH RETAINING SYSTEMS**

Section 47-6 includes specifications for constructing alternative earth retaining systems.

47-6.01 GENERAL

47-6.01A Summary Section 47-6 includes specifications for constructing alternative earth retaining systems. You may use an alternative earth retaining system when specified in the special provisions. Use only one type of system at any one location. The alternative earth retaining system must comply with the specifications for the type of wall being constructed.

PAYMENT

The Contract price paid per linear foot of alternative earth retaining system Type Ultrablock™ wall system or Similar wall system under Bid Item No. 15 “Retaining Wall (Special)” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in completing the retaining system in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

SECTION 51 – CONCRETE STRUCTURES

51-1 GENERAL

51-1.01 GENERAL

51-1.01A Summary Section 51-1 includes general specifications for constructing concrete structures. Earthwork for the following concrete structures must comply with section 19-3: 1. Sound wall footings 2. Sound wall pile caps 3. Culverts 4. Barrier slabs 5. Junction structures 6. Minor structures 7. Pipe culvert headwalls, end walls, and wingwalls for a pipe with a diameter of 5 feet or greater

Falsework must comply with section 48-2. Joints must comply with section 51-2. Elastomeric bearing pads must comply with section 51-3.02. Reinforcement for the following concrete structures must comply with section 52: 1. Sound wall footings 2. Sound wall pile caps 3. Barrier slabs 4. Junction structures 5. Minor structures 6. PC concrete members

You may use RSC for a concrete structure only where the specifications allow the use of RSC

64-2 PLASTIC PIPE

64-2.01 GENERAL

Contractor shall comply with Section 19 “Earthwork” and Section 64 “Plastic Pipe” of the Standard Specifications and these Special Provisions and the Plans. Contractor shall backfill pipe with concrete slurry per plan and per Section 19-3.03F of the Standard Specifications.

64-2.01A SUMMARY

Use the following high density polyethylene (HDPE) pipe:

Product: N-12 Dual Wall-HDPE Pipe

64-2.03 PAYMENT

Payment for Polyethylene Pipe (HDPE) shall be made on a linear foot basis for the actual linear foot installed and backfilled with concrete at the contract unit price per Bid Item No. 1 “18-inch Pipe”. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

68-2 UNDERDRAINS

68-2.01 GENERAL

68-2.01A Summary Section 68-2 includes specifications for constructing underdrains. Excavation and backfill must comply with section 19-3.

68-2.02G FILTER FABRIC

Filter fabric for use with underdrains must comply with section 96-1.02B. Filter fabric for underdrains must be Class A.

68-2.04A PAYMENT

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Payment for Filter Fabric shall be made on a square yard (SY) basis at the contract unit price bid for Bid Item No. 18 “Filter Fabric.” Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment, and doing all work required, per the Plans, Special Provisions, and Standard Specifications.

68-2.04B PAYMENT

Payment for 6” Perforated Plastic Pipe (Underdrain) shall be made on a lineal foot (LF) basis at the contract unit price bid for Bid Item No. 16 “6” Plastic Pipe (Underdrain).” The payment quantity includes the length measured along the centerline of elbows, outlets and risers and the length of wyes, tees, and other branches to the point of intersection. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment, and doing all work required, per the Plans, Special Provisions, and Standard Specifications.

68-2.04C PAYMENT

Payment for 6” Solid Plastic Pipe (Underdrain Outlet) shall be made on a lineal foot (LF) basis at the contract unit price bid for Bid Item No. 17 “6” Plastic Pipe (Underdrain Outlet).” The payment quantity includes the length measured along the centerline of elbows, outlets and risers and the length of wyes, tees, and other branches to the point of intersection. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment, and doing all work required, per the Plans, Special Provisions, and Standard Specifications.

SECTION 70 - MISCELLANEOUS DRAINAGE FACILITIES

70-1 GENERAL

70-1.01 GENERAL

Section 70-1 includes general specifications for (1) installing miscellaneous drainage facilities for water drainage and transmission and (2) constructing casings for bridges. Miscellaneous drainage facilities include pipe components made of pipe or other materials. Pipe risers include pipe riser connections and bar reinforcement steel riser safety cage. Miscellaneous drainage facilities do not include steel covers, frames and grates, frames and covers, manhole frames and grates, manhole frames and covers, or other miscellaneous metal parts. Iron and steel items used for miscellaneous drainage facilities must comply with section 75. For a miscellaneous drainage component with alternative in the bid item description, choose from the types of the component shown. Do not mix different types of the same component in the same location.

70-1.02 MATERIALS

Steps and ladders must be (1) steel if they are installed in steel or concrete drainage facilities or (2) aluminum if they are installed in aluminum drainage facilities. Hardware installed in aluminum drainage facilities must be aluminum. Epoxy-resin adhesive for bonding a pipe slip joint to a cross drain must comply with the materials specifications for applying epoxy-resin adhesive to concrete. Boards for redwood covers must be no. 1 heart structural grade, S4S redwood. Minor concrete drainage appurtenances including concrete foundations, bases, and basin floors must comply with section 51-7.

70-1.03 CONSTRUCTION

Excavation and backfill for miscellaneous drainage facilities must comply with section 19. Attach steps and ladders to miscellaneous drainage facilities where described. If new drain inlets

or manholes are placed in paved or surfaced areas, do not construct the drain to final grade until the paving or surfacing adjacent to the drain is completed. Install drainage pipe stubs, pipe riser connections and bar reinforcement steel riser safety cages.

70-1.04A PAYMENT

Payment for Drainage Inlet Type G1 (Depth of 6') shall be made on an each (ea) basis at the contract unit price bid for Bid Item No. 20 "Drainage Inlet, Type G1 (Depth of 6')." Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment, and doing all work required, including grates and covers, per the Plans, Special Provisions, and Standard Specifications.

SECTION 72 – SLOPE PROTECTION

Replace *72-1.04 Payment* in section 72-7 with:

72-1.04 PAYMENT

No payment will be made for additional fabric used for overlaps.

Payment for Rock Slope Protection Fabric shall be made on a cubic yard (CY) basis at the contract unit price bid for Bid Item No. 22 "Rock Slope Protection Fabric." Payment quantity is the area installed in the field. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment, and doing all work required, per the Plans, Special Provisions, and Standards Specifications.

Replace *Reserved* in section 72-7 with:

72-7 ROCK SLOPE PROTECTION (NO. 1, METHOD B) AT CULVERT OUTLETS:

Rock Slope Protection (No. 1, Method B) and Rock Slope Protection Fabric (Class B) utilized to dissipate water at culvert outlet at the location indicated and as shown on the plan sheet L-1 shall conform to the provisions in section 72 Slope Protection and specifically section 72-2 Rock Slope Protection. Rock Slope Protection (No. 1, Method B) shall correspond to size and gradation for Rock Slope Protection Class I listed in the Rock Gradation Table in section 72-2.02B Rock. Rock Slope Protection shall be installed by Method B as indicated in section 72-2.03C Placement Method B.

72-7.1 PAYMENT

Payment for Rock Slope Protection (20lb, Class I, Method B) shall be made on a cubic yard (CY) basis at the contract unit price bid for Bid Item No. 21 "Rock Slope Protection (20lb, Class I, Method B)." Payment quantity is the volume determined from the dimensions shown on the plans. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment, and doing all work required, per the Plans, Special Provisions, and Standard Specifications.

SECTION 82 - SIGNS AND MARKERS

82-1.01 GENERAL

82-1.01A Summary Section 82-1 includes general specifications for fabricating and installing sign panels and markers and constructing roadside signs. Signs and markers must comply with

the California MUTCD, California Sign Specifications, and the FHWA publication Standard Highway Signs and Markings. For the California Sign Specifications, go to the Department's Traffic Operations website.

82-1.02 PAYMENT

Payment for traffic signs shall be made on an each (ea) basis for the actual quantity installed at the contract unit price for Bid Item No. 23 "Object Marker (Type L)." Such payment shall be considered full compensation for furnishing all labor, material, tools, equipment, and incidentals required to complete the installation in place per the Plans, Special Provisions, and the Standard Specifications.

SECTION 83 – RAILINGS AND BARRIERS

83-1.01 GENERAL:

Comply with Section 83, "Railings and Barriers," of the Standard Specifications and these Special Provisions.

83-1.04 CONCRETE BARRIER:

Concrete barriers shall conform to the provisions in Section 83-2, "Barriers," of the Standard Specifications with Amendments issue date 11-30-15 and these special provisions. Ultrablock™ wall system or Similar wall system at locations and as shown on the plans.

Measurement and Payment for items of work "Concrete Barrier "Ultrablock™ wall system or Similar wall system" shall be as specified in Section 83-2.03 "Measurement" and Section 83-2.04 "Payment" of the Standard Specifications.

Attention is directed to Section 83-11 "Existing Railings and Barriers" and Section 15 "Existing Facilities" of the Standard Specifications. Attention is directed to Section 83-11.02B "Remove Concrete K-Rail" of the Standard Specifications and this special provision.

Existing temporary K-Rail, shown on the plans to be removed, shall be removed and disposed of to a location approved by the Engineer.

APPENDIX I - SAMPLE CONTRACT

SAMPLE CONTRACT

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. ____

THIS AGREEMENT, made in triplicate by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called the "County," and _____, hereinafter called the "Contractor," WITNESSETH:

(1) **THE WORK**

The Contractor shall do all the work and furnish all the materials, except such as are mentioned in any of the Contract documents to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, the following public work:

SAN JUAN GRADE ROAD SLOPE REPAIR AT MP 8.63

PROJECT NO. 6111

Federal Aid Project No: ER-32L0 (457)

in accordance with this agreement and with all of the following additional Contract documents which are incorporated into and made a part of this agreement:

- (a) The Standard Specifications 2018, and the Standard Plans 2018, including issued revision, of the State of California, Department of Transportation.
- (b) A set of plans and cross sections (when applicable) entitled:

SAN JUAN GRADE ROAD SLOPE REPAIR AT MP 8.63

PROJECT NO. 6111

Federal Aid Project No: ER-32L0 (457)

- (c) The Special Provisions for the work
- (d) The Notice to Bidders calling for bids
- (e) The Payment and Performance bonds require
- (f) Federal Wage Rates

- (g) Certificate of Insurance
- (h) Form FHWA-1273
- (i) The accepted bid/proposal including the following:
 - (1) List of Subcontractors
 - (2) Equal Employment Opportunity Certification
 - (3) Public Contract Code
 - Section 10285.1 Statement
 - Section 10162 Questionnaire
 - Section 10232 Statement
 - (4) Noncollusion Declaration
 - (5) Debarment and Suspension Certification
 - (6) NonLobbying Certification For Federal-Aid Contracts
 - (7) Disclosure of Lobbying Activities
 - (8) Instructions For Completion of SF-LLL, Disclosure of Lobbying Activities
 - (9) Statement Concerning Employment Of Undocumented Aliens
 - (10) Contractor's Certificate As To Worker's Compensation
 - (11) List of Satisfied Public Agencies
 - (12) Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
 - (13) Instructions-Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
 - (14) Exhibit 15-H DBE Information-Good Faith Efforts
 - (15) Bidder's Bond

All Contract documents are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the Contractor's bid or proposal, then this instrument shall control.

2. WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, the Contractor and every Subcontractor will be required to secure the payment of compensation to his employees.

3. CONTRACT PRICE

The County shall pay the Contractor the following prices for the performance of this Contract:

San Juan Grade Road Slope Repair at MP 8.63
Federal Aid Project No: ER-32L0 (457)

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
1	020897		18" HDPE Downdrain	LF	20		
2	120090	S	Construction Area Signs	LS	1		
3	120100	S	Traffic Control System	LS	1		
4	128601		Temporary Signal System	WDAY	30		
5	129000		Temporary Railing (Type K)	LF	120		
6	130100		Job Site Management	LS	1		
7	130300		Prepare Water Pollution Control Program	LS	1		
8	170103		Clearing and Grubbing	LS	1		
9	192037	F	Structural Excavation (Retaining Wall)	CY	550		
10	194001	F	Ditch Excavation	CY	25		
11	203031		Erosion-Control (Hydroseed)	SQYD	3750		
12	260201		Class II Aggregate Base	CY	11		
13	390120		Asphalt Concrete (Type A, ½ " Maximum Grading)	TON	12		
14	394040		Place Asphalt Concrete Dike (Type A)	LF	175		
15	513552		Retaining Wall (Special)	LF	85		
16	680902		6" Plastic Pipe (Underdrain)	LF	85		
17	681113		6" Plastic Pipe (Underdrain Outlet)	LF	40		
18	682022		Filter Fabric	SQYD	50		
19	682042		Class I Permeable Material	CY	26		
20	707106		Drainage Inlet, Type G1 (Depth of 6')	EA	1		
21	723095		Rock Slope Protection (20lb, Class I, Method B)	CY	2		
22	729011		Rock Slope Protection Fabric	SQYD	4		
23	820132		Object Marker (Type L)	EA	2		
24	999990		Mobilization	LS	1		
TOTAL COST							

F – Final Pay Item
S – Specialty Item
P – Partial Pay Item

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates appearing below their respective signatures.

CONTRACTOR:

<hr/>	
(Name of Company)	
By: <hr/>	By: <hr/>
Signature of Chair, President, or Vice-President	Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer*
<hr/>	<hr/>
Printed Name and Title	Printed Name and Title
Date: <hr/>	Date: <hr/>

COUNTY OF MONTEREY:

		APPROVED AS TO FISCAL TERMS	
By: <hr/>		By: <hr/>	
Name: Randy Ishii		Name: Gary Giboney	
Title: Director of Public Works, Facilities & Parks		Title: Chief Deputy Auditor-Controller	
Dated: <hr/>		Date: <hr/>	
APPROVED AS TO FORM		APPROVED AS TO INDEMNITY/ INSURANCE LANGUAGE	
By: <hr/>		By: <hr/>	
Name: Mary Grace Perry		Name: Daniele P. Mancuso	
Title: Deputy County Counsel		Title: Risk Manager	
Date: <hr/>		Date: <hr/>	

***INSTRUCTIONS:** If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers per California Corporation Code Section 313. If Contractor is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signature of two (2) managing members. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

COUNTY OF MONTEREY

PAYMENT BOND

(Civil Code Section 9550)

WHEREAS, the County of Monterey has awarded to Principal, as Contractor, a Contract for the following project:

SAN JUAN GRADE ROAD SLOPE REPAIR AT MP 8.63

PROJECT NO. 6111

Federal Aid Project No: ER-32L0 (457)

AND WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we _____, as Principal,
and _____
_____ as Surety, are held and firmly
bound unto the County of Monterey, a political subdivision of the State of California (hereinafter
called "County"), and to the persons named in California Civil Code section 9100 in the penal
sum of _____ Dollars (\$ _____)
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, successors and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, or any of Principal's heirs, executors, administrators, successors, assigns, or Subcontractors, (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and Subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

If suit is brought upon this bond by the County and judgment is recovered, the Surety

shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works & Facilities).

IN WITNESS WHERE OF the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 20_____, 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.

(Corporate Seal)

Principal

By _____

Name and Title _____

(Corporate Seal)

Surety

By _____

Name and Title _____

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

COUNTY OF MONTEREY

PERFORMANCE BOND

WHEREAS, the County of Monterey has awarded to Principal, _____
as Contractor, a Contract for the following project:

SAN JUAN GRADE ROAD SLOPE REPAIR AT MP 8.63

PROJECT NO. 6111

Federal Aid Project No: ER-32L0 (457)

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we _____, as Principal,
and _____
_____ as Surety, are held and firmly
bound unto the County of Monterey, a political subdivision of the State of California (hereinafter
called "County"), in the penal sum of _____
Dollars (\$ _____), 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,
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, as Contractor, or Principal's heirs, executors, administrators, successors,
or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the
covenants, conditions, and agreements in said Contract and any alteration thereof made as
therein provided, on Principal's 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 (2) shall
defend, indemnify and save harmless the County, the members of its board of supervisors, and 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 virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition
to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the
specifications accompanying the same, shall in any way affect its obligation under this bond, and
it does hereby waive notice of any such change, extension of time, alteration or addition to the
terms of said Contract or the call for bids, or to the work, or to the specifications.

Whenever the Principal, as Contractor, is in default, and is declared in default, under the
Contract by the County of Monterey, the County of Monterey having performed its obligation
under the Contract, Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms or conditions, or

- (2) Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and County of Monterey, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of Contract price.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, 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.

(Corporate Seal)

Principal

By _____

Name and Title _____

(Corporate Seal)

Surety

By _____

Name and Title _____

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

APPENDIX II – EXHIBITS AND FORMS

EXHIBIT 17-O DISADVANTAGE BUSINESS ENTERPRISE (DBE) CERTIFICATION STATUS CHANGE

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION
CP-CEM-2403(F) (New. 10/99)

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE
PRIME CONTRACTOR	BUSINESS ADDRESS			ESTIMATED CONTRACT AMOUNT	

Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit. Attach DBE certification/Decertification letter in accordance with the Special Provisions

CONTRACT ITEM NO.	SUBCONTRACT NAME AND BUSINESS ADDRESS	BUSINESS PHONE	CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/ DECERTIFICATION DATE Letter attached
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE SIGNATURE	TITLE	BUSINESS PHONE NUMBER	DATE
-------------------------------------	-------	-----------------------	------

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE
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Distribution Original copy -DLAE

Copy -1) Business Enterprise Program 2) Prime Contactor 3) Local Agency 4) Resident Engineer

Form CP-CEM 2403(F) (New 10/99)

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CHANGE IN CERTIFICATION STATUS REPORT

The top of the form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, the Administering Agency, the Contract Completion Date, and the Estimated Contract Amount. It requires the Prime Contractor's name and Business Address. The focus of the form is to substantiate and verify the actual DBE dollar amount paid to Contractors on federally funded projects that had a changed in Certification status during the course of the completion of the Contract. The two situations that are being addressed by CP-CEM 2403(F) are, if a firm certified as a DBE and doing work on the Contract during the course of the project becomes Decertified, and if a non-DBE firm doing work on the Contract during the course of the project becomes Certified as a DBE.

The form has a column to enter the Contract Item No (or Item Nos.) as well as a column for the Subcontractor's Name, Business Address, Business Phone, and Contractor's Certification Number.

The column entitled Amount Paid While Certified will be used to enter the actual dollar value of the work performed by those Contractors who meet the conditions as outlined above during the time period they are Certified as a DBE. This column on the CP-CEM-2403(F) should only reflect the dollar value of work performed while the firm was Certified as a DBE.

The column called Certification/Decertification Date (Letter attached) will reflect either the date of the Decertification Letter sent out by the Civil Rights Program or the date of the Certification Certificate mailed out by the Civil Rights Program. There is a box to check that support documentation is attached to the CP-CEM-2403 (F) form.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGE BUSINESS ENTERPRISES (DBE) FIRST-TIER SUBCONTRACTORS

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES

(DBE), FIRST-TIER

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

CEM-2402F (REV 02/2008)

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES NO.	FEDERAL AID PROJECT		ADMINISTERING AGENCY		CONTRACT COMPLETION DATE
PRIME CONTRACTOR				BUSINESS ADDRESS					ESTIMATED CONTRACT AMOUNT \$
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT			DATE OF FINAL PAYMENT		
				NON-DBE	DBE	DATE WORK COMPLETE			
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
				\$	\$				
ORIGINAL COMMITMENT \$			TOTAL	\$	\$				
DBE									
List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.									
I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT									
CONTRACTOR REPRESENTATIVE'S SIGNATURE						BUSINESS PHONE NUMBER		DATE	
TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT									
RESIDENT ENGINEER'S SIGNATURE						BUSINESS PHONE NUMBER		DATE	

Copy Distribution-Caltrans contracts:

Copy Distribution-Local Agency contracts:

Original - District Construction

Original - District Local Assistance Engineer

Copy- Business Enterprise Program

Copy- District Local Assistance Engineer

Copy- Contractor

Copy- Local Agency file

Copy Resident Engineer

San Juan Grade Rd MP 8.63 Slope Repair
Project #6111

**FINAL REPORT – UTILIZATION OF
DISADVANTAGED BUSINESS
ENTERPRISES (DBE), FIRST-TIER
SUBCONTRACTORS
CEM 2402(F) (Rev. 02/2008)**

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime Contractor name and business address. The focus of the form is to describe who did what by Contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime Contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the Contractor and notify the Contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program	Column to be used
If program status shows DBE only with no other programs listed	DBE

If a Contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this Contractor under the appropriate DBE identification column.

If a Contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime Contractor made the “final payment” to the subcontractor for the portion of work listed as being completed).

The Contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTOR'S ANNUAL EEO REPORT

FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTORS ANNUAL EEO REPORT																						
1. MARK APPROPRIATE BLOCK					2. COMPANY NAME, CITY, STATE:				3. PROJECT NUMBER:			4. DOLLAR AMOUNT OF CONTRACT:				5. PROJECT LOCATION: (County and State)						
Contractor		X														Monterey County, California						
Subcontractor																						
This collection of information is required by law and regulation 23 U.S.C. 140a and 23 CFR Part 230. The OMB control number for this collection is 2125-0019 expiring in August, 2020.																						
6. WORKFORCE ON FEDERAL-AID AND CONSTRUCTION SITE(S) DURING LAST FULL PAY PERIOD ENDING IN JULY 2020																						
TABLE A																			TABLE B			
JOB CATEGORIES	TOTAL EMPLOYED		TOTAL RACIAL/ ETHNIC MINORITY		BLACK or AFRICAN AMERICAN		HISPANIC OR LATINO		AMERICAN INDIAN OR ALASKA NATIVE		ASIAN		NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER		TWO OR MORE RACES		WHITE		APPRENTICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS	0	0	0	0																		
SUPERVISORS	0	0	0	0																		
FOREMEN/WOMEN	0	0	0	0																		
CLERICAL	0	0	0	0																		
EQUIPMENT OPERATORS	0	0	0	0																		
MECHANICS	0	0	0	0																		
TRUCK DRIVERS	0	0	0	0																		
IRONWORKERS	0	0	0	0																		
CARPENTERS	0	0	0	0																		
CEMENT MASONS	0	0	0	0																		
ELECTRICIANS	0	0	0	0																		
PIPEFITTER/PLUMBERS	0	0	0	0																		
PAINTERS	0	0	0	0																		
LABORERS-SEMI SKILLED	0	0	0	0																		
LABORERS-UNSKILLED	0	0	0	0																		
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TABLE C (Table B data by racial status)																						
APPRENTICES	0	0	0	0																		
OJT TRAINEES	0	0	0	0																		
8. PREPARED BY: (Name, Title, Email of Contractor's Representative)								9. DATE				10. REVIEWED BY: (Signature and Title of State Highway Official)								11. DATE		

Form FHWA- 1391 (Rev. 09-13)

San Juan Grade Rd MP 8.63 Slope Repair
Project #6111

PREVIOUS EDITIONS ARE OBSOLETE

LOCAL AGENCY CONTRACTORS AND SUBCONTRACTORS INSTRUCTIONS FOR COMPLETING FHWA 1391 FORM

The FHWA-1391 form shall be used to report the number of minority and non-minority employees by gender employed in each work classification on a Federal-aid Contract. The "Job Categories" column is used to identify work classification. When identifying work classification use only the categories listed on the form. Miscellaneous job categories are to be incorporated in the most appropriate category listed on the form.

WHO MUST REPORT:

Each prime Contractor and subcontractor, regardless of tier, who has a Federal-aid Contract exceeding \$10,000.

REPORT DATA:

Each Contractor is to collect data of the number of project personnel who worked all or any part of the last full week of July. Contractors who do not perform any work during the last full week of July must write "Not Applicable" across the form, sign, date and return.

DUE DATE:

Due on or before the 15th of August.

DEFINITION OF TERMS:

OFFICIALS (Managers):	Officers, project engineers, superintendents, etc., who have management level responsibility and authority.
SUPERVISORS:	All levels of project supervision, if any, between management and foremen levels.
FOREMEN/WOMEN:	Men and women in direct charge of crafts workers and laborers performing work on the project.
MECHANICS:	Equipment service and maintenance personnel.
LABORERS, SEMI-SKILLED:	All laborers classified by specialized type of work.
LABORERS, UNSKILLED:	All Non-classified laborers.
OTHERS:	Miscellaneous job classifications are to be incorporated in the most appropriate category listed on the form. All employees on the project should be accounted for.

BLOCK ENTRIES

- (1) CHECK APPROPRIATE BLOCK – Check only one box.
- (2) NAME AND ADDRESS OF FIRM – Enter the firm’s name, street address, city, town, state and zip code. Do not abbreviate.
- (3) FEDERAL-AID PROJECT NUMBER – Enter all Federal-aid project number(s) associated with the Contract number. (If you are a subcontractor and do not know the Federal-aid project number, contact the prime Contractor).
- (4) TYPE OF CONSTRUCTION – Enter type of work associated with the Contract number. (If you are a subcontractor and do not know the type of construction, contact the prime Contractor).
- (5) COUNTY AND STATE – Enter all county(ies) and state(s) associated with the Contract number. (If you are a subcontractor and do not know the county(ies) and state(s), contact the prime Contractor).
- (6) PERCENT COMPLETE – Enter percentage completed, based on the dollar amount of the Contract completed.
- (7) BEGINNING CONSTR. DATE – Enter date construction began.
- (8) DOLLAR AMOUNT OF CONTRACT – Enter dollar amount of Contract, including amended amounts.
- (9) ESTIMATED PEAK EMPLOYMENT –
 - (a) Month and Year – Enter month and year of peak employment during the life cycle of the Contract.
 - (b) Number of Employees – Enter number of employees, based on the peak employment during the life of the Contract.
- (10) EMPLOYMENT DATA –
 - (Table A) – Enter number of employee(s) based on race, gender and job category during the reporting period.
 - (Table B) – Enter number of apprentice(s) and on-the-job trainee(s) based on gender and job category during the reporting period.
 - (Table C) – Enter number of apprentice(s) and on-the-job trainee(s) based on race and gender during the reporting period.
- (11) PREPARED BY – Signature and Title of Contractor’s Representative certifying the reported data to be true.
- (12) REVIEWED BY – Signature and Title of Local Agency Official reviewing data.

Note: Include Contract number in the block located at the top of the form.

Distribution: Prepared by the Contractor and subcontractors and sent to the local agency. (1) Original – Local agency project files (2) Copy – Caltrans Local Assistance District Engineer

FORM FHWA-1022



NOTICE

The highway construction underway at this location is a Federal or Federal-aid project and is subject to applicable State and Federal laws, including Title 18, United States Code, Section 1020, which reads as follows:

“Whoever, being an officer, agent, or employee of the United States, or 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 costs thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction of 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 a material fact in any statement, certificate, or report submitted pursuant to the provision of the Federal Aid Road Act approved July 11, 1916 (39 Stat. 355) as amended and supplemented,

Shall be fined under this title or imprisoned not more than five years, or both.”

Any person having reason to believe this statute is being violated should report the same to the agency representative(s) named below.

State Transportation Agency	U.S. Department of Transportation Hotline for Fraud, Waste, & Abuse 1-800-424-9071	Federal Highway Administration Division Administrator
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FHWA Form-1022 (Revised May2015)