

**MONTEREY COUNTY**

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**DEPARTMENT OF  
PUBLIC WORKS, FACILITIES AND PARKS**

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**BOOK ONE**

**NOTICE TO BIDDERS  
AND  
SPECIAL PROVISIONS**

**BRADLEY ROAD  
BRIDGE SCOUR REPAIR PROJECT**

**Federal Project No.: BHLO-5944 (100)  
County Project No.: 3852**





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COUNTY OF MONTEREY  
STATE OF CALIFORNIA**

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**DEPARTMENT OF PUBLIC WORKS  
FACILITIES AND PARKS**

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**NOTICE TO BIDDERS  
AND  
SPECIAL PROVISIONS**

**BRADLEY ROAD  
BRIDGE SCOUR REPAIR PROJECT**

**Federal Project No.: BHLO-5944 (100)  
Project No.: 3852**

FOR USE IN CONNECTION WITH STANDARD SPECIFICATIONS 2018, THE STANDARD PLANS 2018, INCLUDING THE LATEST REVISED STANDARD PLANS REVISED STANDARD SPECIFICATIONS DATED 7-29-21 AS INDICATED HEREIN; 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.

OFFICE OF THE COUNTY  
COUNSEL-RISK MANAGEMENT  
APPROVED AS TO FORM

OFFICE OF THE COUNTY  
COUNSEL-RISK MANAGEMENT  
APPROVED AS TO INDEMNITY/  
INSURANCE PROVISIONS

AUDITOR-CONTROLLER  
APPROVED AS TO FISCAL TERMS  
PROVISIONS

DocuSigned by:  
*Mary Grace Perry*  
A1933B26E717442

By: MARY GRACE PERRY  
Deputy County Counsel  
Date: 2/8/2022 | 11:09 AM PST

DocuSigned by:  
*Danielle Mancuso*  
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By: DANIELLE MANCUSO  
Risk Manager  
Date: 2/8/2022 | 11:38 AM PST

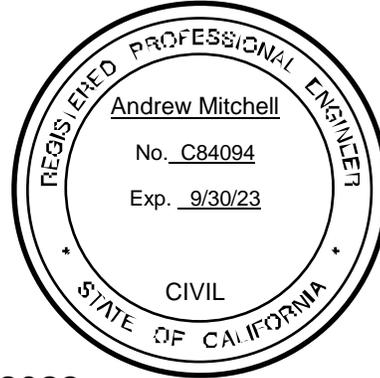
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*Burcu Mousa*  
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By: GARY GIBONEY  
Chief Deputy Auditor Controller  
Date: 2/9/2022 | 6:25 PM PST



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

**ROADWAY AND BRIDGE**



A handwritten signature in black ink, appearing to read "Andrew Mitchell".

1/19/2022

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Andrew Mitchell  
Quincy Engineering, Inc.

Date



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COUNTY OF MONTEREY  
PUBLIC WORKS, FACILITIES AND PARKS

**NOTICE TO BIDDERS**

Sealed bids will be received at the OFFICE OF THE COUNTY CLERK OF THE COUNTY OF MONTEREY, 168 WEST ALISAL STREET, SALINAS, CALIFORNIA 93901 (MAILING ADDRESS: P O BOX 1728, SALINAS CA 93902-1728), until 3:00 p.m., on April 14, 2022, for the:

**FOR CONSTRUCTION OF THE BRADLEY ROAD  
BRIDGE SCOUR REPAIR PROJECT**

**Federal Project No.: BHLO-5944 (100)  
State Project No.: 05-930266**

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

The County of Monterey (County) – Department of Public Works, Facilities and Parks proposes to install scour countermeasures for the existing two-lane Bradley Road Bridge (Bridge No. 44C0050) (proposed project) over the Salinas River in Monterey County, California. The proposed project would install large diameter CIDH piles at the end of each existing footing, temporary access road, and hydroseed. The Engineer's Estimate for the construction cost is approximately \$4,600,000.

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

The Disadvantaged Business Enterprise (DBE) contract goal is three percent (3%).

The Bidder must have either a valid Class A license or any combination of the Class C licenses which constitute the majority of the work at the time of 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: <http://www.co.monterey.ca.us/publicworks/bids.htm>. 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 DEPARTMENT OF PUBLIC WORKS, 1441 SHILLING PLACE, 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 Department of Public Works, 1441 Schilling Place, Salinas, CA 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 Labor Code Section 1771.1(a) for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professional 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.

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 (800) 424-9071 "hotline," between 8:00am and 5:00pm, 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: January 28, 2022,

RANDY ISHII, M.S. P.E. P.T.O.E.  
DIRECTOR  
DEPARTMENT OF PUBLIC WORKS, FACILITIES  
AND PARKS  
COUNTY OF MONTEREY  
STATE OF CALIFORNIA

RESOURCE MANAGEMENT AGENCY

DEPARTMENT OF PUBLIC WORKS  
COUNTY OF MONTEREY  
STATE OF CALIFORNIA

**SPECIAL PROVISIONS**

**FOR CONSTRUCTION OF THE BRADLEY ROAD  
BRIDGE SCOUR REPAIR PROJECT  
IN MONTEREY COUNTY NEAR THE TOWN OF BRADLEY**

**Federal Project No.: BHLO-5944 (100)  
County Project No.: 3852**

**STANDARD PLANS LIST**

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below are available at the following website:

<https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>.

**ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND**

<b>A3A</b>	<b>Abbreviations (Sheet 1 of 3)</b>
<b>A3B</b>	<b>Abbreviations (Sheet 2 of 3)</b>
<b>A3C</b>	<b>Abbreviations (Sheet 3 of 3)</b>
<b>A10A</b>	<b>Legend - Lines and Symbols (Sheet 1 of 5)</b>
<b>A10B</b>	<b>Legend - Lines and Symbols (Sheet 2 of 5)</b>
<b>A10C</b>	<b>Legend - Lines and Symbols (Sheet 3 of 5)</b>
<b>A10D</b>	<b>Legend - Lines and Symbols (Sheet 4 of 5)</b>
<b>A10E</b>	<b>Legend - Lines and Symbols (Sheet 5 of 5)</b>

**EXCAVATION AND BACKFILL**

<b>A62C</b>	<b>Limits of Payment for Excavation and Backfill - Bridge</b>
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**FENCES**

<b>A86</b>	<b>Barbed Wire and Wire Mesh Fences</b>
<b>A86A</b>	<b>Barbed Wire and Wire Mesh Fence Detail on Sharp Break in Grade</b>
<b>A86B</b>	<b>Barbed Wire and Wire Mesh Fence Details</b>
<b>A86D</b>	<b>Barbed Wire and Wire Mesh Fence - Miscellaneous Details</b>

**TEMPORARY WATER POLLUTION CONTROL**

<b>T51</b>	<b>Temporary Water Pollution Control Details (Temporary Silt Fence)</b>
<b>T56</b>	<b>Temporary Water Pollution Control Details (Temporary Fiber Roll)</b>
<b>T58</b>	<b>Temporary Water Pollution Control Details (Temporary Construction Entrance)</b>
<b>T59</b>	<b>Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)</b>
<b>T65</b>	<b>Temporary Water Pollution Control Details (Temporary High-Visibility Fence)</b>



## ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.





**Add between the 1st and 2nd paragraphs of section 2-1.06B:**

The Department makes the following supplemental project information available:

**Supplemental Project Information**

Means	Description
Included in the <i>Information Handout</i>	<ol style="list-style-type: none"> <li>1. Bradley Road Bridge - As-Builts</li> <li>2. Bradley Road Bridge_FINAL IS_MND</li> <li>3. Foundation Report Bradley Road Bridge</li> <li>4. Bradley Road Bridge NES Final</li> <li>5. Bradley Road Bridge HMMP</li> <li>6. Section 7 Biological Opinion               <ol style="list-style-type: none"> <li>a. NMFS Biological Opinion</li> <li>b. USFW Biological Opinion</li> </ol> </li> <li>7. Regional Water Quality Control Board 401 Water Quality Certifications</li> <li>8. CA Department of Fish and Wildlife 1600 Streambed Alternation Agreement - Op Law</li> <li>9. Army Corps of Engineers Nationwide Permit</li> <li>10. Bradley Bridge Design Hydraulic Study Report</li> </ol>
Included with the project plans	Log of Test Borings

**Add to section 2-1.07:**

The bidder must examine carefully the site of the work contemplated, the specifications, and the proposal and contract forms therefor. The submission of a bid must 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 must 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 must 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 must 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.

**Add to section 2-1.10:**

The bidder's attention is directed to other provisions of said Act (Public Contract Code § 4100 et seq.) 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.

**Replace Reserved in Section 2-1.13 with:**

**2-1.13 DISADVANTAGE BUSINESS ENTERPRISE (DBE):**

Replace Section 2-1.12, "Disadvantage Business Enterprise," of the Standard Specifications for Federal Aid Contract with the following:

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

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

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

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

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

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

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

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

- [A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.](#)

**a. DBE Commitment Submittal (CT Standard Spec 2-1.12B(2))**

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.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the second low bidder, and the third low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the fifth calendar day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within five (5) calendar days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

**b. Good Faith Efforts Submittal**

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the fifth calendar 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 and third bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

***c. Exhibit 15-G - Construction Contract DBE Commitment***

Complete and sign Exhibit 15-G *Construction Contract DBE Commitment* included in the contract documents regardless of whether DBE participation is reported.

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

***d. Subcontractor and Disadvantaged Business Enterprise Records***

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *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 first tier subcontractor
  - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business

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

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business

must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

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

***e. Performance of Disadvantaged Business Enterprises***

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

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

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

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with five (5) days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

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

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

AA

### 3 CONTRACT AWARD AND EXECUTION

**Replace section 3-1.04 with:**

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 DEPARTMENT OF PUBLIC WORKS TO THE ATTENTION OF THE PROJECT MANAGER, 1441 SCHILLING PLACE, SALINAS, CALIFORNIA, 93901. 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 must investigate the bid protest. The protested bidder will have three (3) business days to respond to any Department of Public Works requests to provide additional information. The Department must respond to the protesting party, stating its finding. The Department Director will make a recommendation to the Board regarding the bid protest.

If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder within ninety (90) days after bid opening, whose bid complies with all the requirements prescribed.

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

The contract must be executed by the successful bidder and must be returned, together with the contract bonds and insurance certificates, to the MONTEREY COUNTY PUBLIC WORKS DEPARTMENT 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 will be just cause for forfeiture of the bid guaranty. The executed contract documents must be delivered to the following address: MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 1441 SCHILLING PLACE, SALINAS, CALIFORNIA, 93901.

**Replace No. 2 in the 1st paragraph in section 3-1.05 with:**

- 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.

AA

### 5 CONTROL OF WORK



**Add to section 6-1.03 of the RSS:****6-1.03B Submittals****6-1.03B(1) General**

Not Used

**6-1.03B(2) Work Plan**

For local material, such as rock, gravel, earth, structure backfill, pervious backfill, imported borrow, and culvert bedding, obtained from a (1) noncommercial source, or (2) source not regulated under California jurisdiction, submit a local material plan for each material at least 60 days before placing the material. The local material plan must include:

1. Certification signed by you and an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

I am aware local material from a noncommercial source or a source not regulated under CA jurisdiction must be sampled and analyzed for pH and lead and may require sampling and analysis under section 6-1.03B(3) for other constituents of concern based on the land use history. I am aware that local material sources must not contain ADL at concentrations greater than 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II. I am aware that a maximum quantity of material may be excavated at the site based on the minimum number of samples taken before excavating at the site under section 6-1.03B(3).

2. Land use history of the local material location and surrounding property
3. Sampling protocol
4. Number of samples per volume of local material
5. QA and QC requirements and procedures
6. Qualifications of sampling personnel
7. Stockpile history
8. Name and address of the analytical laboratory that will perform the chemical analyses
9. Analyses that will be performed for lead and pH
10. Other analyses that will be performed for possible hazardous constituents based on:
  - 10.1. Source property history
  - 10.2. Land use adjacent to source property
  - 10.3. Constituents of concern in the ground water basin where the job site is located

The plan must be sealed and signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State.

If the plan requires revisions, the Engineer provides comments. Submit a revised plan within 7 days of receiving comments. Allow 7 days for the review.

**6-1.03B(3) Analytical Test Results**

At least 15 days before placing local material, submit analytical test results for each local material obtained from a noncommercial source or a source not regulated under CA jurisdiction. The analytical test results must include:

1. Certification signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results using the US EPA's ProUCL software with the applicable 95 percent upper confidence limit. I certify that the material from the local material source is suitable for unrestricted use at the job site, it has a pH above 5.0, does not contain soluble lead in concentrations equal to or greater than 5mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II, does not contain lead in

concentrations above 80 mg/kg total lead, is free from all other contaminants identified in the local material plan, and will comply with the job site's basin plan and water quality objectives of the RWQCB.

2. Chain of custody of samples
3. Analytical results no older than 1 year
4. Statistical analysis of the data using US EPA's ProUCL software with a 95 percent upper confidence limit
5. Comparison of sample results to hazardous waste concentration thresholds and the RWQCB's basin plan requirements and water quality objectives for the job site location

#### **6-1.03B(4) Sample and Analysis**

Sample and analyze local material from a (1) noncommercial source or (2) source not regulated under CA jurisdiction:

1. Before bringing the local material to the job site
2. As described in the local material plan
3. Under US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)

The sample collection must be designed to generate a data set representative of the entire volume of proposed local material.

Before excavating at the (1) noncommercial material source or (2) a source not regulated under CA jurisdiction, collect the minimum number of samples and perform the minimum number of analytical tests for the corresponding maximum volume of local material as shown in the following table:

**Minimum Number of Samples and Analytical Tests for Local Material**

Maximum volume of imported borrow (cu yd)	Minimum number of samples and analytical tests
< 5,000	8
5,000–10,000	12 for the first 5,000 cu yd plus 1 for each additional 1,000 cu yd or portion thereof
10,000–20,000	17 for the first 10,000 cu yd plus 1 for each additional 2,500 cu yd or portion thereof
20,000-40,000	21 for the first 20,000 cu yd plus 1 for each additional 5,000 cu yd or portion thereof
40,000–80,000	25 for the first 40,000 cu yd plus 1 for each additional 10,000 cu yd or portion thereof
> 80,000	29 for the first 80,000 cu yd plus 1 for each additional 20,000 cu yd or portion thereof

Do not collect composite samples or mix individual samples to form a composite sample.

Analyze the samples using the US EPA's ProUCL software with a 95 percent upper confidence limit. All chemical analysis must be performed by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP).

The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste
2. Has a pH above 5.0
3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
4. Is free of possible contaminants identified in the local material plan
5. Complies with the RWQCB's basin plan for the job site location
6. Complies with the RWQCB's water quality objectives for the job site location

### **6-1.03C Local Material Management**

Do not place local material until authorized.

If the Engineer determines the appearance, odor, or texture of any delivered local material suggests possible contamination, sample and analyze the material. The sampling and analysis is change order work unless (1) hazardous waste is discovered or (2) the analytical test results indicate the material does not comply with section 6-1.03B(3).

Dispose of noncompliant local material at an appropriately permitted CA Class I, CA Class II or CA Class III facility. You are the generator of noncompliant local material.

### **6-1.03B(3) Analytical Test Results**

At least 15 days before placing local material, submit analytical test results for each local material obtained from a noncommercial source or a material source not regulated under CA jurisdiction. The analytical test results must include:

1. Certification signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results using the US EPA's ProUCL software with the applicable 95 percent upper confidence limit. I certify that the material from the local material source is suitable for unrestricted use at the job site, it has a pH above 5.0, does not contain soluble lead in concentrations equal to or greater than 5mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II, does not contain lead in concentrations above 80 mg/kg total lead, and (3) is not contaminated with the other constituents of concern identified in the local material plan in excess of these constituents' respective San Francisco Bay RWQCB commercial/industrial environmental screening levels or recognized naturally occurring background concentrations in the job site area.

2. Chain of custody of samples
3. Analytical results no older than 1 year
4. Statistical analysis of the data using US EPA's ProUCL software with a 95 percent upper confidence limit
5. Comparison of sample results and 95 percent upper confidence limits to hazardous waste concentration thresholds and the applicable San Francisco Bay RWQCB environmental screening levels (ESLs) given in direct exposure human health risk levels (Table S-1), commercial/industrial: Shallow soil exposure, under ESL Summary tables (Feb. 2016, Rev 3) found at:

[http://www.waterboards.ca.gov/sanfranciscobay/water\\_issues/programs/esl.shtml](http://www.waterboards.ca.gov/sanfranciscobay/water_issues/programs/esl.shtml)

### **6-1.03B(4) Sample and Analysis**

Sample and analyze local material from a noncommercial source or a source not regulated under CA jurisdiction:

1. Before bringing the local material to the job site
2. As described in the local material plan
3. Under US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)

The sample collection must be designed to generate a data set representative of the entire volume of proposed local material.

Before excavating at a noncommercial material source or a source not regulated under CA jurisdiction, collect the minimum number of samples and perform the minimum number of analytical tests for the corresponding maximum volume of local material as shown in the following table:

**Minimum Number of Samples and Analytical Tests for Local Material**

Maximum volume of imported borrow (cu yd)	Minimum number of samples and analytical tests
< 5,000	8
5,000–10,000	12 for the first 5,000 cu yd plus 1 for each additional 1,000 cu yd or portion thereof
10,000–20,000	17 for the first 10,000 cu yd plus 1 for each additional 2,500 cu yd or portion thereof
20,000-40,000	21 for the first 20,000 cu yd plus 1 for each additional 5,000 cu yd or portion thereof
40,000–80,000	25 for the first 40,000 cu yd plus 1 for each additional 10,000 cu yd or portion thereof
> 80,000	29 for the first 80,000 cu yd plus 1 for each additional 20,000 cu yd or portion thereof

Do not collect composite samples or mix individual samples to form a composite sample.

Analyze the samples using the US EPA's ProUCL software with a 95 percent upper confidence limit. All chemical analysis must be performed by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP).

The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste
2. Has a pH above 5.0
3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
4. Is not contaminated with local material plan-identified constituents of concern at average concentrations (95% upper confidence limits) in excess of their respective commercial/industrial San Francisco Bay RWQCB environmental screening levels ESLs or recognized naturally occurring background concentrations in the job site area.

**6-1.03C Local Material Management**

Do not place local material until authorized.

If the Engineer determines the appearance, odor, or texture of any delivered local material suggests possible contamination, sample and analyze the material. The sampling and analysis is change order work unless (1) hazardous waste is discovered or (2) the analytical test results indicate the material does not comply with section 6-1.03B(3).

Dispose of noncompliant local material at an appropriately permitted CA Class I, CA Class II or CA Class III facility. You are the generator of noncompliant local materials.

**Replace section 6-1.04 with:****6-1.04 BUY AMERICA**

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

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

\$2,500, materials produced outside the U.S. may be used.

Production includes:

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

**Add to section 6-1:**

**6-1.06 BUY CLEAN CALIFORNIA ACT**

**6-1.06A General**

The following materials or products are subject to the Buy Clean California Act (Pub Cont Code § 3500 et seq.):

Material or product	Material specifications
Carbon steel rebar	Section 52-1.02B, "Bar Reinforcement"
Structural steel	Section 55-1.02D(1), "General," – Structural Steel table or Section 99, "Building Construction"
Flat glass	Section 99, "Building Construction"
Mineral wool board insulation	Section 99, "Building Construction"

For product category rules and North America program operators for applicable materials or products, go to the METS website.

For projects with bid opening dates after November 30, 2018, through November 30, 2019, the Department collects existing environmental product declarations for materials or products subject to the Buy Clean California Act.

**6-1.06B Definitions**

**environmental product declaration:** Independently verified document created and verified in accordance with International Organization for Standardization (ISO) 14025 for Type III environmental declarations that identifies the global warming potential emissions of the facility-specific material or product through a product stage life cycle assessment.

**product category rule:** Program operator established rule based on the science of life cycle assessment that governs the development of the environmental product declaration for the material or product.

**product stage:** Boundary of the environmental product declaration that includes (1) raw material supply, (2) transportation processes, and (3) processing operations, including operations such as melting, mixing, fabrication, finishing, curing, cooling, trimming, packaging and loading for transport delivery. Commonly referred to as a "cradle-to-gate" life cycle assessment.

**program operator:** Independent agency that supervises and confirms the full environmental product declaration development process in accordance with ISO 14025.

**raw material supply:** Upstream processes which can include allocations, extraction, refinement, reclamation, handling and processing of the constituents used in producing the material or product.



**Add to section 7-1.06D(2):**

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) of the Standard Specifications, the following additional requirements must be met. An Additional Insured Endorsement to the Contractor's Liability insurance policy naming the County of Monterey, their officers, agents, design consultants, and employees as additional insured's in the form approved by the County of Monterey must 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 will 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 must 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 must, 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 30 days advance written notice to the named certificate holders.

The insurance must be issued by a company or companies authorized to transact business in the State of California and must 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 will not be construed to relieve the Contractor for liability in excess of such coverage, nor will it preclude the State of California or County of Monterey from taking such other actions as are available to them under any other provision of this contract (except retention 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 the Contract by the County, Contractor must file certificates of insurance with the County Contracts/Purchasing Department and with the County Director of Public Works, showing that the Contractor has in effect the insurance required by this Contract. The Contractor must 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 will in no way modify or change the indemnification clause in this Contract, which will continue in full force and effect.

**Add to end of section 7-1.11B FHWA-1273:**

**7-1.11B(1) FORM FHWA -1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS:**

"Section VI. Subletting or Assigning the Contract" does not apply since this project is off the NHS.

**Add to the beginning of section 7-1.11D Training:**

For the Federal training program, the number of trainees or apprentices is 7.

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 the Federal Highway Administration (FHWA) approves a program if one of the following is met:

1. It is calculated to:
  - Meet 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 United States 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 with this section.

Each apprentice or trainee must:

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

Furnish the apprentice or trainee with:

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

**Add to the end of section 7 Legal Relations and Responsibility to the Public:**

**7-1.12 TITLE VI ASSURANCES**

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

(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 recipient 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 recipient or 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 recipient 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.

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 nondiscrimination statutes and authorities; including but not limited to:

**Pertinent Nondiscrimination 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 CFR 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. § 4 71, Section 4 7123), 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, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- 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 at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);





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

**Replace section 9-1.16A with:**

**9-1.16A PROGRESS PAYMENTS:**

**9-1.16A(1) General**

The County pays you based on Engineer-prepared monthly progress estimates. Each estimate reflects:

1. Total work completed during the pay period
2. Change order bills if:
  - 2.1. Submitted by the 15th day of a month
  - 2.2. Approved by the 20th day of a month
3. Amount for materials on hand
4. Amount earned for mobilization
5. Deductions
6. Withholds
7. Resolved potential claims
8. Payment adjustments

Submit certification stating the work complies with the QC procedures. The Engineer does not process a progress estimate without a signed certification.

**9-1.16A(2) Applications for Payment**

The Engineer prepares monthly progress payment estimates. The Contractor must submit to the Engineer a written request (before the 10th day of the month) which authorizes the Engineer to prepare the monthly progress payment estimates for all remaining payments due under the Contract. The County, once in each month, must cause an estimate in writing to be made by the Engineer, and the Contractor's signature approving the progress payment estimate will be considered to be "receipt of an undisputed and properly submitted payment request" from the Contractor under Section 20104.50 of the California Public Contract Code, and the County must make payment to the Contractor within 30 days after such receipt.

Under the procedure described above, progress pay estimates prepared by the Engineer must include the following:

Contractor's Verification: Contractor has carefully reviewed this entire document and hereby attests that the quantities and amounts stated herein accurately represent the total work that has been performed in compliance with the Contract Documents. Contractor will pay any released retainage to Subcontractor due to accepted complete work of the Subcontractors portion of the work within 30 days of receipt of payment as required under 49 CFR Part 26 sub section 26.29(b)(3).

**9-1.16A(3) Prompt Payment to Subcontractors**

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

A prime contractor or subcontractor must pay any subcontractor not later than seven (7) days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The seven (7) days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 will subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that

section. This requirement will 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 prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

**Add to the end of section 9-1.16A:**

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

A prime contractor or subcontractor must pay any subcontractor not later than seven (7) days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The seven (7) days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 will subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement will 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 prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

**Replace section 9-1.22 with:**

**9-1.22 ARBITRATION:**

- A. Application of article; inclusion of article in plans and specifications (Public Contract Code Section 20104):
- 1a. This article applies to all public works 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 will 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 Works" has the same meaning as in Sections 3100 and 3106 of the Civil Code.
  - 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 must 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 Contract Code Section 20104.2):
- For any claim subject to this article, the following requirements apply:
1. The claim must 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 must 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 must 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, must 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 must 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 must 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, must 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 must 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 must be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) 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 Contract Code Section 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 will submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process will provide for the selection within 15 days by both parties of a disinterested third person as mediator, will be commenced within 30 days of the submittal, and will 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 must 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) will 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 will, when possible, be experienced in construction law, and (B)



1. installation and removal of the temporary shoring and diversion
2. installation of piles
3. installation and removal of rock fill
4. all other in-water work

The receiving water for this project is the Salinas River.

**Add between the 4th and 5th paragraphs of section 13-1.01D(5)(b):**

Test the receiving water under the test methods for the WQOs shown in the following table:

**Water Quality Objectives**

Quality characteristic	Test method	Detection limit (min)	Requirement
pH	Field test with a calibrated portable instrument	0.2	Lower NAL = 6.5 Upper NAL = 8.5 And any change greater than 0.5 units from natural background
Turbidity (NTU)	Field test with a calibrated portable instrument	1	20 percent above natural background
Temperature (°F)	Field test with a calibrated portable instrument	1	1 degree above natural background
Dissolved oxygen (mg/L)	Field test with a calibrated portable instrument	1	Must not be reduced below 7 mg/L
Total dissolved solids (mg/L)	Field test with a calibrated portable instrument <sup>a</sup>	1	Greater than 100 mg/L
Specific conductance (µΩ)	Field test with a calibrated portable instrument	0.1	Must not exceed 175 µΩ at 77 °F

<sup>a</sup>The portable instrument must provide an estimate of the total dissolved solids.

Also monitor pH before and after pouring of concrete until it cures.

**Add to the end of section 13-3.01A:**

This project's risk level is 2.

**Add after the 1st paragraph of section 13-4.03B(1):**

Before starting construction activities, prepare an emergency response and cleanup plan for review and approval by the County. You must implement the plan during construction. The plan must detail the methods to contain and clean up spill of petroleum products or other hazardous materials in the work area.

**Add to section 13-4.01A:**

The construction contractor must water all active construction sites as least twice daily. Frequency shall be based on the type of operation, soil, and wind exposure.

Prohibit all grading activities during periods of high wind (over 15 mph).

Haul trucks must maintain at least 2 ft of freeboard above ground surface.

The construction contractor must cover all trucks hauling dirt, sand, or loose materials.

Install wheel washers at entrances to the construction site for all exiting trucks.

Limit the area under construction at any one time.

**Add between the 1st and 2nd paragraphs of section 13-4.03G:**

Dewatering must comply with the RWQCB Certification No. 32720WQ05. For the permit, see the Information Handout.

\*\*\*\*\*

**14 ENVIRONMENTAL STEWARDSHIP**

**Add to the end of section 14-1.02:**

An ESA exists on this project.

Before starting job site activities, install temporary high-visibility fence to protect the ESA and mark its boundaries.

**Replace item 1 in 1st paragraph of section 14-2.03A:**

- 1. Stop all work within a 165-foot radius of the discovery.

**Add Item 4 to the 1st paragraph of section 14-2.03A:**

- 4. If human remains or paleontological resources are discovered on-site during construction, halt all work, and no further disturbance can occur until the County Coroner can evaluate them.

**Add to the 1st paragraph of section 14-6.03A:**

This project is within or near habitat for the regulated species shown in the following table:

<b>Regulated Species</b>
California red-legged frog
South-Central California Coast Steelhead
Western Pond Turtle
Two-striped Garter Snake
Nesting Birds
Salinas Pocket Mouse
Pallid Bat

This project includes the sensitive habitats shown in the following table:

**Sensitive Habitats**

Salinas River

**Replace the 2nd paragraph of section 14-6.03B with:**

The Department anticipates nesting or attempted nesting by migratory and nongame birds from February 1 to August 31.

**Add to section 14-6.03C:**

Regulated fish are anticipated adjacent to bridge no.44C-0050. Implement the following protection measures:

1. Install exclusionary material, a cofferdam, or a combination of both
2. Provide a Contractor-supplied biologist to relocate the fish if relocation is allowed
3. Notify the Engineer at least one week before capture activities to provide an opportunity for NMFS staff to observe the activities and approve the relocation site.

Relocate the regulated fish as soon as possible to a location with suitable habitat, approved by NMFS. Permanently remove individuals of nonnative, invasive wildlife species (e.g., bullfrogs, crayfish, and centrarchid fish) from the project area and dispatch them humanely, in compliance with the California Fish and Game Code, if they are found during surveys or monitoring activities. Nonnative fish and wildlife shall not be returned to the river.

The fieldwork code of practice developed by the Declining Amphibian Populations Task Force must be followed at all times.

Handle regulated fish to minimize stress by:

1. Keeping the fish in water to the maximum extent possible during relocation
2. Keeping the fish in cool, shaded, and aerated water while in captivity
3. Protecting the fish from excessive noise, handling, temperature variation, jostling, or overcrowding while in captivity
4. Removing the fish from water only when releasing them
5. Segregating young-of-year salmonids into separate containers from older salmonids and other aquatic predators

Exclusion material must be 0.25-inch stretched mesh.

Exclude fish from the work area in the following sequence:

1. Install exclusion materials and remove as many fish as possible
2. Install a cofferdam or water bypass
3. Gradually dewater the work area
4. Remove the remaining fish using one or a combination of seining, baited minnow traps, and dip net and hand removal

Maintain exclusion material and cofferdams such that regulated fish are prevented from entering the work area.

The pump screen's approach velocity must not exceed 0.33 feet per second.

**Add to the list in the 2nd paragraph of section 14-6.03D(1):**

6. If construction activities occur between February 1 and August 31, conduct a bird survey within 50 feet of the work limits no more than 14 days prior to ground disturbing/vegetation removal activities and again within two (2) days (48 hours) of such activities.

7. Immediately before initial ground disturbance and/or vegetation clearing in the Salinas River Channel, conduct a survey of the work area for special status species.
8. If invasive wildlife species (e.g. bullfrogs, crayfish, and centrarchid fish) are found during surveys or monitoring activities, they must be removed from the project area and dispatched humanely.

**Add to section 14-6.03D(1):**

A Contractor-supplied biologist who performs specialized activities must have demonstrated field experience working with the regulated species or performing the specialized task. The biologist must have experience that complies with the requirements shown in the following table:

Specialized activity/species	Requirements
South-Central California Coast Steelhead	Expertise in the area of anadromous salmonid biology, including handling, collecting and relocating salmonids; salmonid/habitat relationships; and biological monitoring of salmonids. Qualified to conduct fish collections in a manner which minimizes all potential risks to steelhead.
California Red-legged Frog	Expertise in the identification of all life stages of the California Red-legged Frog and its critical habitat.

Survey the job site for regulated species and submit a preconstruction survey report within 14 days before starting ground disturbing/vegetation removal activities and again within 2 days (48 hours) of such activities and the onset of construction.

Immediately before initial ground disturbance and/or vegetation clearing in the Salinas River Channel, conduct a survey of the work area for special status species.

During vegetation removal, initial grading, and other ground-disturbing activities in the Salinas River channel, monitor such activities for reptiles and other small wildlife exposed by such activities and then relocate them in a safe place outside the exclusion fence.

Before vegetation in the annual brome grassland is disturbed, survey the area for potential Salinas pocket mouse burrows. If any burrows are located within the work area, the biologist must flag them for avoidance. The biological monitor must ensure that vehicles and equipment avoid flagged burrows within the temporary access road and staging area.

During ground-disturbing activities, including the installation of dewatering and diversion structures in the beginning of the construction timetable and the removal of the diversion structures at the end of construction; the qualified biologist must be present at the work site daily

Once the dewatering and diversion has been installed, the biologist must make weekly inspections of the project site.

Monitor the construction site during placement and removal of cofferdams, and channel diversions to ensure that any adverse effects to salmonids are minimized. The biologist must be on site during all dewatering events.

During the initiation of cast-in-drilled whole work and concrete drilling at Pier 16, a biologist must monitor the Pier 15 roosts and determine if the roosting pallid bat maternity colony are being disturbed by construction activities. If there is no evidence that the roosting pallid bat maternity colony is being disturbed by project activities, no further monitoring are necessary.

If the biologist determines that there is evidence that the roosting pallid bat maternity colony is being disturbed by construction activities, adaptive management measures must be developed in coordination

between the qualified biologist and the County to avoid or minimize potential impacts to maternity-roosting bats, including flightless young. Adaptive management measures are change order work.

The preconstruction survey report must include one of the following:

1. Detailed observations and locations where regulated species were observed
2. Statement that no regulated species were observed

Submit a biological resource incident report within 24 hours of the incident.

The incident report must include:

1. Description of any take of regulated species or any violation of a biological resource PLAC
2. Species name and number taken
3. Details of required notifications with contact information
4. Corrective actions proposed or taken
5. Disposition of taken species

Submit a final monitoring report no later than 20 days after completion of the project. If the report requires revisions, the Department provides comments. Submit a revised report within 7 days of receiving comments. The final monitoring report must be a cumulative report including:

1. Start and end dates of construction
2. Project impacts on the regulated species
3. Species protection measures and implementation details
4. Incidental take details, including species name, number taken, people contacted, contact information, and disposition of taken species
5. Assessment of the effectiveness of the species protection measures in mitigating project impacts
6. Recommendations for improving species protection measures

**Replace *Reserved in section 14-6.03D(3)* with:**

Prepare and present a biological resource information program to familiarize personnel with regulated species and habitats, related laws and regulations, and species protection measures and protocols.

The biological resource information program must include:

1. Identification of the job site, ESAs, and species protection areas
2. Description of the regulated species and its general ecology
3. Description of habitats used by the regulated species and their locations
4. Requirements for protecting regulated species
5. Definition and consequences of take of regulated species
6. Response plan for encounters with the regulated species or a species that looks like one
7. Permit requirements for touching or moving a regulated species
8. Requirements for species protection
9. Description of avoidance and minimization measures
10. Handout materials about the regulated species, its habitats, and species protection measures

A Contractor-supplied biologist must develop the program and present the biological resource training.

Submit an outline of your program within 7 days after Contract approval. If the submittal is rejected, submit a revised outline within 7 days of receiving the rejection.

Notify the Engineer at least 7 days before the 1st training session. Submit an attendance list with the printed and signed name of each attendee within two business days after each session. Submit a separate attendance list for each subsequent training session for new personnel.

Personnel who must complete biological resource training include laborers, tradesmen, material suppliers, equipment maintenance staff, supervisors, foremen, office staff, food vendors, and other workers who stay at the job site longer than 30 minutes.

Provide a handout that describes the regulated species, their habitats, and protection measures as listed in species protection or in PLACs.

Distribute the handout to each attendee. Display and maintain the handout at all construction field offices and on all information boards.

**Replace *RESERVED* in section 14-6.05 with:**

**14-6.05 INVASIVE SPECIES CONTROL**

Section 14-6.05 includes specifications for preventing the introduction and spread of invasive species to and from the job site.

Comply with section 13-4.03E(3).

At least 2 business days before using vehicles and equipment on the job site, submit a signed statement that the vehicles and equipment have been cleaned of soil, seeds, vegetative matter, and other such debris that may introduce or spread invasive species. The statement must include:

1. List of the vehicles and equipment with identifying numbers
2. Date of cleaning for each vehicle and piece of equipment
3. Description of the cleaning process
4. Measures to be taken to ensure the vehicles and equipment remain clean until operation at the job site
5. Verification that the equipment has not been operated in waters known to be infested by aquatic invasive species

Update the list of vehicles and equipment as needed.

Clean the following vehicles and equipment before operation at the job site:

1. Excavators
2. Loaders
3. Graders
4. Haul trucks
5. Water trucks
6. Cranes
7. Tractors
8. Trailers
9. Dump trucks
10. Waders

This project includes the sensitive areas shown in the following table:

<b>Sensitive Habitat</b>
Salinas River

Do not clean vehicles, equipment, or tools at locations near sensitive habitat or waterways at the job site. Clean vehicles and equipment every time before it enters or leaves a sensitive habitat. Within the entire project limits, implement the following protection measures:

1. Before entering or exiting, pressure wash your vehicles and equipment:
  - 1.1. At a temperature of 140 degrees F
  - 1.2. With a minimum nozzle pressure of 2,500 psi









1. Downward force in lb
2. Torque in ft-lb
3. Rotational speed in rpm
4. Rate of penetration in ft/hr
5. Number and type of drilling cutters or drilling teeth on drilling tool

**Add to section 49-3.02B(6)(c):**

The synthetic slurry must be one of the materials shown in the following table:

Material	Manufacturer
SlurryPro CDP	KB INTERNATIONAL LLC 735 BOARD ST STE 209 CHATTANOOGA TN 37402 (423) 266-6964
Super Mud	PDS CO INC 105 W SHARP ST EL DORADO AR 71731 (870) 863-5707
Shore Pac GCV	CETCO CONSTRUCTION DRILLING PRODUCTS 2870 FORBS AVE HOFFMAN ESTATES IL 60192 (800) 527-9948
Terragel or Novagel Polymer	GEO-TECH SERVICES LLC 220 N. ZAPATA HWY STE 11A-449A LAREDO TX 78043 (210) 259-6386
BIG FOOT	MATRIX CONSTRUCTION PRODUCTS 50 S MAIN ST STE 200 NAPERVILLE IL 60540 (877) 591-3137
POLY-BORE	BAROID INDUSTRIAL DRILLING PRODUCTS 3000 N SAM HOUSTON PKWY EAST HOUSTON TX 77032 (877) 379-7412

Use synthetic slurries in compliance with the manufacturer's instructions. Synthetic slurries shown in the above table may not be appropriate for a given job site.

Synthetic slurries must comply with the Department's requirements for synthetic slurries to be included in the above table. The requirements are available from:

Offices of Structure Design  
P.O. Box 168041  
MS# 9-4/11G  
Sacramento, CA 95816-8041

SlurryPro CDP synthetic slurry must comply with the requirements shown in the following table:

**SlurryPro CDP**

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	≤ 67.0 <sup>a</sup>
Before final cleaning and immediately before placing concrete (pcf)		≤ 64.0 <sup>a</sup>
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	50–120
Before final cleaning and immediately before placing concrete (sec/qt)		≤ 70
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Super Mud synthetic slurry must comply with the requirements shown in the following table:

**Super Mud**

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	≤ 64.0 <sup>a</sup>
Before final cleaning and immediately before placing concrete (pcf)		≤ 64.0 <sup>a</sup>
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	32–60
Before final cleaning and immediately before placing concrete (sec/qt)		≤ 60
pH	Glass electrode pH meter or pH paper	8.0–10.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Shore Pac GCV synthetic slurry must comply with the requirements shown in the following table:

**Shore Pac GCV**

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	≤ 64.0 <sup>a</sup>
Before final cleaning and immediately before placing concrete (pcf)		≤ 64.0 <sup>a</sup>
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	33–74
Before final cleaning and immediately before placing concrete (sec/qt)		≤ 57
pH	Glass electrode pH meter or pH paper	8.0–11.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Terragel or Novagel Polymer synthetic slurry must comply with the requirements shown in the following table:

**Terragel or Novagel Polymer**

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	≤ 67.0 <sup>a</sup>
Before final cleaning and immediately before placing concrete (pcf)		≤ 64.0 <sup>a</sup>
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	45–104
Before final cleaning and immediately before placing concrete (sec/qt)		≤ 104
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

BIG-FOOT synthetic slurry must comply with the requirements shown in the following table:

**BIG-FOOT**

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	≤ 64.0 <sup>a</sup>
Before final cleaning and immediately before placing concrete (pcf)		≤ 64.0 <sup>a</sup>
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	30–125
Before final cleaning and immediately before placing concrete (sec/qt)		55-114
pH	Glass electrode pH meter or pH paper	8.5–10.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

POLY-BORE synthetic slurry must comply with the requirements shown in the following table:

**POLY-BORE**

Quality characteristic	Test method	Requirement
Density During drilling (pcf)	Mud weight (density), API RP 13B-1, section 4	62.8-65.8 <sup>a</sup>
Before final cleaning and immediately before placing concrete (pcf)		62.8-64.0 <sup>a</sup>
Viscosity During drilling (sec/qt)	Marsh funnel and cup. API RP 13B-1, section 6.2	50–80
Before final cleaning and immediately before placing concrete (sec/qt)		50-80
pH	Glass electrode pH meter or pH paper	7.0–10.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 9	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

**Replace *Reserved* in section 49-3.02B(6)(d) with:**

You may use water as slurry if a casing is used for the entire length of the drilled hole.

Water slurry must comply with the requirements shown in the following table:





**APPENDIX I - SAMPLE CONTRACT**

**SAMPLE CONTRACT**

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 3852

THIS AGREEMENT, is 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:

**FOR CONSTRUCTION OF THE BRADLEY ROAD BRIDGE SCOUR REPAIR  
PROJECT IN MONTEREY COUNTY NEAR BRADLEY**

**State Project No.: 05-930266**

**Federal Aid Project No.: BHLO-5944 (100)**

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, dated 2018, and the Standard Plans, dated October 2018, including issued revision through July 2021 or latest, of the State of California, Department of Transportation.
- (b) A set of plans and cross sections (when applicable) entitled:

**FOR CONSTRUCTION OF THE BRADLEY ROAD BRIDGE SCOUR REPAIR  
PROJECT IN MONTEREY COUNTY NEAR BRADLEY**

**State Project No.: 05-930266**

**Federal Aid Project No.: BHLO-5944 (100)**

- (c) The Special Provisions for the work
- (d) The Notice to Bidders calling for bids

- (e) The Payment and Performance bonds required
- (g) Certificate of Insurance
- (h) 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 Workers' 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:

### **FOR CONSTRUCTION OF THE BRADLEY ROAD BRIDGE SCOUR REPAIR**

**PROJECT IN MONTEREY COUNTY NEAR BRADLEY**  
**State Project No.: 05-930266**  
**Federal Aid Project No.: BHLO-5944 (100)**

CONTRACT PRICE

BID:

ITEM NO.	ITEM CODE	F	CONTRACT ITEM	UNIT	QUANTITY	Unit Cost	Amount
1	066999		CONSTRUCTION STAKING	LS	1		
2	120090		CONSTRUCTION AREA SIGNS	LS	1		
3	130100		JOB SITE MANAGEMENT	LS	1		
4	130300		PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1		
5	130310		RAIN EVENT ACTION PLAN	EA	6	\$500.00	\$3,000.00
6	130330		STORM WATER ANNUAL REPORT	EA	2	\$2,000.00	\$4,000.00
7	130640		TEMPORARY FIBER ROLL	LF	4,290		
8	130680		TEMPORARY SILT FENCE	LF	4,290		
9	130710		TEMPORARY CONSTRUCTION ENTRANCE	EA	2		
10	130900		TEMPORARY CONCRETE WASHOUT	LS	1		
11	131103		WATER QUALITY SAMPLING AND ANALYSIS DAY	EA	10		
12	131104		WATER QUALITY MONITORING REPORT	EA	5		
13	131105		WATER QUALITY ANNUAL REPORT	EA	2		
14	146002		CONTRACTOR-SUPPLIED BIOLOGIST (LS)	LS	1		
15	146004		FISH PROTECTION	LS	1		
16	146007		INVASIVE SPECIES CONTROL	LS	1		
17	160110		TEMPORARY HIGH-VISIBILITY FENCE	LF	4,290		
18	170103		CLEARING AND GRUBBING (LS)	LS	1		
19	192008	F	STRUCTURE EXCAVATION (TYPE A)	CY	355		
20	192020	F	STRUCTURE EXCAVATION (TYPE D)	CY	14		
21	210430		HYDROSEED	SQFT	165,520		
22	260204		TEMPORARY CLEAN CRUSHED ROCK	CY	1,560		
23	480600		TEMPORARY SHORING	LS	1		
24	490618		96" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	305		
25	490622		120" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	300		
26	510000		SEAL COURSE CONCRETE	CY	54		
27	510051	F	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	594		
28	511102		DRILL AND GROUT DOWEL	LF	470		
29	511111		DRILL AND BOND DOWEL (CHEMICAL ADHESIVE) (LF)	LF	336		
30	520102	F	BAR REINFORCING STEEL (BRIDGE)	LB	452,377		
31	600114		BRIDGE REMOVAL (PORTION)	LS	1		
32	800008		FENCE (TYPE BW, 4-STRAND, METAL POST)	LF	720		
33	803020		REMOVE FENCE	LF	720		
34	833080		CONCRETE BARRIER (TYPE K)	LF	20		
35	999990		MOBILIZATION	LS	1		
<b>TOTAL</b>							

F – Final Pay Item

BRADLEY ROAD BRIDGE SCOUR REPAIR PROJECT  
Federal Project No.: BHLO-5944 (100)  
PROJECT NO. 3852



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

**CONTRACTOR:**

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

By: \_\_\_\_\_  
Signature of Chair, President, or Vice-  
President

\_\_\_\_\_  
Printed Name and Title

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

By: \_\_\_\_\_  
Signature of Secretary, Asst. Secretary,  
CFO,  
Treasurer or Asst. Treasurer\*

\_\_\_\_\_  
Printed Name and Title

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

**COUNTY OF MONTEREY:**

DEPARTMENT OF PUBLIC  
WORKS, FACILITIES AND  
PARKS

AUDITOR-CONTROLLER  
APPROVED AS TO FISCAL  
PROVISIONS

By: \_\_\_\_\_  
Randell Ishii, M.S. P.E. T.E.

Name: P.T.O.E.

Title: Director

Dated: \_\_\_\_\_

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

Name: Gary Giboney

Title: Chief Deputy Auditor-Controller

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

OFFICE OF THE COUNTY  
COUNSEL-RISK MANAGEMENT  
APPROVED AS TO FORM

OFFICE OF THE COUNTY  
COUNSEL- RISK  
MANAGEMENT  
APPROVED AS TO INDEMNITY/  
INSURANCE PROVISIONS

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

Name: Mary Grace Perry

Title: Deputy County Counsel

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

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

Name: Danielle P. Mancuso

Title: Risk Manager

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

**\*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 Corporations Code Section 313. If CONTRACTOR is a limited liability company, the full legal name of the LLC shall be set forth above together with the signatures of two LLC Managers. 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:

**FOR CONSTRUCTION OF THE BRADLEY ROAD BRIDGE SCOUR REPAIR PROJECT IN MONTEREY COUNTY NEAR BRADLEY**

**State Project No.: 05-930266**

**Federal Aid Project No.: BHLO-5944 (100)**

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).

IN WITNESS WHERE OF the above-bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, 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:

**FOR CONSTRUCTION OF THE BRADLEY ROAD BRIDGE SCOUR REPAIR PROJECT IN MONTEREY COUNTY NEAR BRADLEY**

**State Project No.: 05-930266  
Federal Aid Project No.: BHLO-5944 (100)**

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 \_\_\_\_\_, 202\_\_\_, 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.)



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.



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**

<b>U.S. DEPARTMENT OF TRANSPORTATION</b>										OMB NO. 2125-0019								
<b>FEDERAL HIGHWAY ADMINISTRATION</b>										<b>Local Agency Contract No.</b>				<b>Report For</b>				
<b>FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTOR'S ANNUAL EEO REPORT</b>										<b>JULY</b> _____ <b>20</b> __								
1. CHECK APPROPRIATE BLOCK  Contractor Subcontractor		2. NAME AND ADDRESS OF FIRM					3. FEDERAL-AID PROJECT NUMBER				4. TYPE OF CONSTRUCTION							
5. COUNTY AND STATE			6. PERCENT COMPLETE			7. BEGINNING CONSTR. DATE			8. DOLLAR AMOUNT OF CONTRACT			9. ESTIMATED PEAK EMPLOYMENT						
												Month and Year (a)		Number of Employees (b)				
<b>10. EMPLOYMENT DATA</b>																		
<b>Table A</b>										<b>Table B</b>								
JOB CATEGORIES	TOTAL EMPLOYEES		TOTAL MINORITIES		BLACK Not of Hispanic Origin		HISPANIC		AMERICAN INDIAN OR ALASKAN NATIVE		ASIAN OR PACIFIC ISLANDER		WHITE Not of Hispanic Origin		APPRENTICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS (Managers)																		
SUPERVISORS																		
FOREMEN/WOMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
<b>TOTAL</b>																		
<b>Table C</b>																		
APPRENTICES																		
ON THE JOB TRAINEES																		
11. PREPARED BY: (Signature and Title of Contractor's Representative)															DATE			
12. REVIEWED BY: (Signature and Title of Local Agency Official)															DATE			
Distribution: Prepared by the contractor and subcontractors and sent to the local agency (1) Original - Local agency project files (2) Copy - Caltrans District Local Assistance Engineer																		

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 15<sup>th</sup> 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 <b>1-800-424-9071</b>	Federal Highway Administration Division Administrator
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