

Attachment C

COUNTY OF MONTEREY

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

BOOK ONE

**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS**

ROBINSON CANYON ROAD BRIDGE SCOUR COUNTERMEASURE PROJECT

**Federal Aid Project No: BHLO-5944(099)
County Project No. 385165**

July 21, 2023



**BOARD OF SUPERVISORS
COUNTY OF MONTEREY
STATE OF CALIFORNIA**

Chris Lopez, Chair

Jane Parker Luis A. Alejo
John M. Phillips Mary Adams

Charles McKee, Chief Administrative Officer

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

Randell Ishii, Director of Public Works, Facilities and Parks

**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS**

**ROBINSON CANYON ROAD BRIDGE
SCOUR COUNTERMEASURE
PROJECT NO. 385165
Federal Aid Project No: BHLO-5944(099)**

FOR USE IN CONNECTION WITH THE STATE OF CALIFORNIA STANDARD SPECIFICATIONS DATED 2018, THE STANDARD PLANS DATED 2018, INCLUDING ISSUED REVISED STANDARD PLANS AND REVISED STANDARD SPECIFICATIONS DATED APRIL 16, 2021; 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, WHICH IS ON FILE WITH THE DEPARTMENT OF PUBLIC WORKS.

APPROVED AS TO FORM
OFFICE OF THE COUNTY
COUNSEL-RISK MANAGEMENT
LESLIE J. GIRARD
COUNTY COUNSEL

**APPROVED AS TO INDEMNITY/
INSURANCE PROVISIONS**
OFFICE OF THE COUNTY
COUNSEL-RISK MANAGEMENT
LESLIE J. GIRARD
COUNTY COUNSEL

**APPROVED AS TO FISCAL
PROVISIONS**
RUPA SHAH
AUDITOR-CONTROLLER

DocuSigned by:
Mary Grace Perry
A1933B26E747442...

By: MARY GRACE PERRY
Deputy County Counsel

Date: 8/2/2023 | 12:01 PM PDT

DocuSigned by:
Leslie J. Girard
2EF0BC76EE5547F...

By: LESLIE J. GIRARD
County Counsel

Date: 8/3/2023 | 8:24 AM PDT

DocuSigned by:
Ma Mon
2617DD077D65495...

By: MA MON
Chief Deputy Auditor Controller

Date: 8/3/2023 | 8:28 AM PDT

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

CIVIL



Justina L. Conklin 3/20/23

Justina Conklin Date
TRC Engineers, Inc.

STRUCTURES



Mark A. Imbriani 3/20/23

Mark Imbriani Date
TRC Engineers, Inc.

PLANTING PLANS



Jennifer Abrams 3/20/23

Jennifer Abrams Date
WRECO/HDR

TABLE OF CONTENTS

NOTICE TO BIDDERS	1
DIVISION I GENERAL PROVISIONS.....	4
1 GENERAL.....	4
2 BIDDING.....	7
3 CONTRACT AWARD AND EXECUTION	13
4 SCOPE OF WORK.....	15
5 CONTROL OF WORK.....	18
6 CONTROL OF MATERIALS.....	26
7 LEGAL RELATIONS AND RESPONSIBILITY.....	31
8 PROSECUTION AND PROGRESS	50
9 PAYMENT	ERROR! BOOKMARK NOT DEFINED.
DIVISION II GENERAL CONSTRUCTION	56
10 GENERAL.....	56
12 TEMPORARY TRAFFIC CONTROL	60
13 WATER POLLUTION CONTROL	63
14 ENVIRONMENTAL STEWARDSHIP.....	70
DIVISION III EARTHWORK AND LANDSCAPE.....	76
17 GENERAL.....	ERROR! BOOKMARK NOT DEFINED.
19 EARTHWORK	ERROR! BOOKMARK NOT DEFINED.
20 LANDSCAPE	ERROR! BOOKMARK NOT DEFINED.
20-6 LARGE WOODY DEBRIS CLUSTER	83
DIVISION VIII MISCELLANEOUS CONSTRUCTION.....	87
72 SLOPE PROTECTION.....	87
72-7 ARTICULATED CONCRETE BLOCK (ACB) SYSTEMS	87
72-8 GRAVEL FILTERS	93
APPENDIX I - SAMPLE CONTRACT.....	95
APPENDIX II – EXHIBITS AND FORMS	104

STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below.

ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

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

CURBS, DRIVEWAYS, DIKES, CURB RAMPS, AND ACCESSIBLE PARKING

A87B	Hot Mix Asphalt Dikes
-------------	------------------------------

TEMPORARY WATER POLLUTION CONTROL

T51	Temporary Water Pollution Control Details (Temporary Silt Fence)
T52	Temporary Water Pollution Control Details (Temporary Straw Bale Barrier)
T53	Temporary Water Pollution Control Details (Temporary Cover)
T54	Temporary Water Pollution Control Details (Temporary Erosion Control Blanket)
T55	Temporary Water Pollution Control Details (Temporary Erosion Control Blanket)
T56	Temporary Water Pollution Control Details (Temporary Fiber Roll)
T57	Temporary Water Pollution Control Details (Temporary Check Dam)
T58	Temporary Water Pollution Control Details (Temporary Construction Entrance)
T59	Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)
T60	Temporary Water Pollution Control Details (Temporary Reinforced Silt Fence)
T61	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T62	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T63	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T64	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)

- T65** **Temporary Water Pollution Control Details (Temporary High-Visibility Fence)**
- T66** **Temporary Water Pollution Control Details (Temporary Large Sediment Barrier)**
- T67** **Temporary Water Pollution Control Details (Temporary Construction Roadway)**

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 BOARD OF SUPERVISORS, COUNTY OF MONTEREY, 168 WEST ALISAL STREET, FIRST FLOOR, SALINAS, CALIFORNIA 93901 (mailing address is P O Box 1728, Salinas, California 93902-1728), until **3:00 p.m., on September 29, 2023**, for the

**ROBINSON CANYON ROAD BRIDGE SCOUR COUNTERMEASURE PROJECT
PROJECT NO. 385165**

State Project No: 05930265L

Federal Aid Project No: BHLO-5944(099)

as shown on the plans, at 3:30 pm which time they will be publicly opened and read in the Monterey Room 2nd floor at 168 WEST ALISAL STREET, Salinas, California 93901.

The work to be done consists, in general, of constructing scour countermeasure features at Abutment 1, Pier 2, and Pier 3 of the Robinson Canyon Road Bridge as shown on the plans and described in these special provisions. The work includes but is not limited to clearing and grubbing, grading, access road construction, temporary stream diversion system construction, dewatering, scour protection construction, traffic control, revegetation planting, and all work required for the items of work indicated in the Construction Contract. Such other items or details, not mentioned above, that are required by the Plans, Standard Specifications, Standard Plans, or these Special Provisions, shall be performed, placed, constructed, or installed.

The Engineer's Estimate for the construction costs is approximately \$2,500,000.

The County of Monterey hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, disadvantaged business enterprises (DBEs) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

The contractor, subrecipient, or subcontractor shall take necessary and reasonable steps to ensure that DBEs have the opportunity to participate in this contract. The DBE goal is 11 percent (11%).

For the Federal training program, the number of trainees or apprentices is 0.

The Bidder shall possess a valid Class "A" license at the time of the Contract award.

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

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

Project working days are 120 working days. Liquidated damages are \$5,200 per calendar day. Plant establishment period is 1 calendar year (240 working days). Liquidated damages are \$950 per calendar day during the plant establishment period.

The Contract Documents are available ELECTRONICALLY and can be downloaded for free at the
ROBINSON CANYON ROAD BRIDGE SCOUR COUNTERMEASURE PROJECT
PROJECT NO. 385165

03/20/2023

following County of Monterey website: <http://www.co.monterey.ca.us/publicworks/bids.htm>. Plan holders must register before they can view or download the documents.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the County, or Counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations and are available at the PUBLIC WORKS, FACILITIES AND PARKS, 1441 SCHILLING PLACE 2ND FLOOR, SALINAS, CALIFORNIA 93901, and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

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

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

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

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

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

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

Date: July 21, 2023

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

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

SPECIAL PROVISIONS

**ROBINSON CANYON ROAD BRIDGE SCOUR COUNTERMEASURE PROJECT
PROJECT NO. 385165
State Project No: 05930265L
Federal Aid Project No: BHLO-5944(099)**

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.01:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
011338	Large Woody Debris Cluster	20
033889	Temporary Creek Diversion System	13

Replace *Reserved* in Section 1-1.03 with:

1-1.03 SPECIFICATIONS AND PLANS:

The work embraced herein shall be done in accordance with the Standard Specifications and Standard Plans, of 2018, of the State of California, Department of Transportation, and the Revised Standard Specifications and Revised Standard Plans dated April 16, 2021, and in accordance with the following Special Provisions:

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

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

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

1-1.03A INTERPRETATION OF STANDARD SPECIFICATIONS:

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

Replace *Reserved* in Section 1.13 with:

1-1.13 DEFINITIONS:

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

- State: County of Monterey, generally
- Department: Department of Public Works, Facilities, and Parks
- Director: Chair of the Board of Supervisors
- Engineer: Director of Public Works, Facilities, and Parks, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
- Highway: Roadway

1-1.13A DEFINITIONS IN SPECIAL PROVISIONS:

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

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

2 BIDDING

Add between 1st and 2nd Paragraphs of Section 2-1.06B

The County makes the following supplemental project information available at the website:

<https://www.co.monterey.ca.us/government/departments-i-z/public-works-facilities-parks/public-works/projects-out-to-bid>

1. Robinson Canyon Road Bridge as-builts
2. Final Geotechnical Engineering Data Report 4-9-2020
3. Location Hydraulic Study signed 02-08-17
4. Bridge Design Hydraulic Study Rev. Dec 2017
5. Volume 2 Technical Reports Final May 2018
 - a) A: Air Quality Modeling Worksheets
 - b) B: Natural Environment Study
 - c) C: Historic Property Survey Report
 - d) D: Geotechnical Engineering Data Report
 - e) E: EDR Radius Map Report with Geocheck
 - f) F: Water Quality Memorandum
 - g) G: Location Hydraulic Study
 - h) H: Technical Noise Memorandum
 - i) I; Construction Traffic Analysis
6. Caltrans Standard Specs 2018
7. Caltrans Standard Plans 2018
8. Revised Standard Specifications dated April 16, 2021
9. Final Initial Study/Mitigated Negative Declaration May 2018
10. Mitigation, Monitoring and Reporting Plan Dated 9-13-17
11. Permits
12. Habitat Monitoring & Mitigation Plan
13. Caltrans Construction Site Best Management Practices (BMP) Manual
14. Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
15. CCRWQCB Diversion-Dewatering Guidelines for Applicants II
16. Caltrans Fish Passage Design for Road Crossings
17. CA Salmonid Stream Habitat Restoration Manual (CDFW)
18. Guidelines for Salmonid Passage at Stream Crossings (NMFS)
19. Duckbill-Earth Anchor Brochure
20. Sample Robinson Canyon Dewatering Plan
21. Environmental Commitment Record (ECR)
22. Relief-of-Bid-Request Form

Add to End of Section 2.1.07:

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

Plans of existing bridges available to the Contractor are reproductions of record documents that may or may not have significant changes noted on working drawings and do not necessary show normal construction tolerances and variances. Where dimensions of new construction required by this contract are dependent on the dimensions of existing bridges, the Contractor shall verify the controlling field dimensions and shall be responsible for adjusting dimensions of the work to fit existing conditions.

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

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

The County assumes no responsibility for conclusions or interpretations made by a bidder or Contractor based on the information or data made available by the County. The County does not assume responsibility for representations 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 end of Section 2-1.10:

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

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

Replace Section 2-1.12 DISADVANTAGED BUSINESS ENTERPRISES with:

2-1.12 DISADVANTAGED BUSINESS ENTERPRISES

2-1.12A General

Section 2-1.12 applies to a federal-aid contract.

Under 49 CFR 26.13(b):

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

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

Include this assurance in each subcontract you sign with a subcontractor.

2-1.12B Disadvantaged Business Enterprise Goal

2-1.12B(1) General

Section 2-1.12B applies if a DBE goal is shown on the *Notice to Bidders*.

The County shows a DBE goal to comply with the DBE program objectives provided in 49 CFR 26.1.

Make work available to DBEs and select work parts consistent with the available DBEs, including subcontractors, suppliers, service providers, and truckers.

Meet the DBE goal shown on the *Notice to Bidders* or demonstrate that you made adequate good faith efforts to meet this goal.

You are responsible to verify at bid opening that each DBE firm is certified as a DBE by the California Unified Certification Program (CUCP) and possesses the most specific available North American Industry Classification System (NAICS) Codes and California Work Codes applicable to the type of work the firm will perform on the Contract. You are responsible for documenting each DBE firm's certification by printing out the California Unified Certification Program (CUCP) profile data for each DBE firm. The CUCP database of certified DBE firms is located on the following website:

<https://caltrans.dbesystem.com/>

Determine that selected DBEs perform a commercially useful function for the type of work the DBE will perform on the Contract as provided in 49 CFR 26.55(c)(1)–(4). Under 49 CFR 26.55(c)(1)–(4), the DBE must be responsible for the execution of a distinct element of work and must carry out its responsibility by actually performing, managing, and supervising the work. DBE participation will count toward the Caltrans federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs will be evaluated on a contract-by-contract basis and counts toward the goal in the following manner:

1. 100 percent if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent if the materials or supplies are obtained from a DBE regular dealer.

3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies if they are obtained from a DBE that is neither a manufacturer nor a regular dealer. 49 CFR 26.55 defines *manufacturer* and *regular dealer*.

You receive credit toward the goal if you employ a DBE trucking company that is performing a commercially useful function. The County uses the following factors from 49 CFR 26.55(d) in determining whether a DBE trucking company is performing a commercially useful function:

- 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.

2-1.12B(2) DBE Commitment Submittal

Submit the DBE Commitment form and the following supporting DBE information no later than 4 p.m. on the 5th day after bid opening:

- Quote from each DBE shown on the DBE Commitment form that describes the type and dollar amount of work
- DBE Confirmation form for each DBE shown on the DBE Commitment form to establish that it will be participating in the Contract in the type and dollar amount of work shown on the form.
- If a DBE is participating as a joint venture partner, submit a copy of the joint venture agreement.

If the last day for submitting the DBE information falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the 5th day.

Failure to submit a completed DBE Confirmation form and a copy of the quote from each DBE will result in disallowance of the DBE's participation.

2-1.12B(3) DBE Good Faith Efforts Submittal

You can meet the DBE requirements by either documenting commitments to DBEs to meet the DBE goal or by documenting adequate good faith efforts to meet the DBE goal. An adequate good faith effort means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could

reasonably be expected to meet the DBE goal.

If your DBE Commitment form shows that you have not met the DBE goal, complete and submit the DBE Good Faith Efforts Documentation form no later than 4 p.m. on the 5th day after bid opening showing that you made adequate good faith efforts to meet the goal. If the last day for submitting the DBE Good Faith Efforts Documentation form falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the 5th day.

Only good faith efforts directed toward obtaining participation by DBEs are considered.

Even if your DBE Commitment form shows that you have met the DBE goal, submit the DBE Good Faith Efforts Documentation form within the specified time to protect your eligibility for award of the contract in the event the County finds that the DBE goal has not been met.

Refer to 49 CFR 26 appendix A for guidance regarding evaluation of good faith efforts to meet the DBE goal.

The County considers DBE commitments of other bidders in determining whether the low bidder made good faith efforts to meet the DBE goal.

2-1.12B(4) Bidder's List Submittal

Submit the Bidder's List form (LAPM Exhibit 12-B) no later than 4 p.m. on the 5th day after bid opening. List yourself and each subcontractor (regardless of DBE status) that provided a quote or bid on this contract in accordance with 49 CFR 26.11.

Replace Section 2-1.34 with:

2-1.34 BIDDER'S SECURITY

Submit one of the following forms of bidder's security equal to at least 10% of the total bid:

1. Cash
2. Cashier's check made payable to the County of Monterey
3. Certified check made payable to the County of Monterey
4. Signed bidder's bond by an admitted surety insurer

If using a bidder's Bond, you may use the form found in the bid Form, Book Two.

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

Replace the first paragraph of Section 2-1.47 with:

2-1.47 Bid Relief

The County may grant bid relief under Pub Cont Code §5100 et seq. The Relief of Bid Request form is available in the Project Supplemental Information.

Change Instruction #5 in the Relief of Bid Request form to read:

3 CONTRACT AWARD AND EXECUTION

Replace Section 3-1.04 with:

3-1.04 CONTRACT AWARD:

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

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: COUNTY OF MONTEREY DEPARTMENT OF PUBLIC WORKS, FACILITIES, AND PARKS TO THE ATTENTION OF THE PROJECT MANAGER/1441 SCHILLING PLACE, 2ND FLOOR, SALINAS CA 93901-2438. Protests may be hand-delivered, mailed certified United States Postal Services (USPS) mail, or E-mail to the attention of the project manager [The Project Manager's E-mail address may be obtained by calling (831) 755-4800]. Bid protests must include the project name and project number, a complete statement describing the basis for the bid protest, including a detailed statement of all legal and factual grounds for the protest, any documentation supporting the protestor's grounds for the protest, and the form of relief requested and the legal basis for such relief. The party lodging the protest must also include their contact information including mailing address, telephone number, and E-mail address.

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

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

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

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

COUNTY OF MONTEREY DEPARTMENT OF PUBLIC WORKS, FACILITIES, AND PARKS, 1441 SCHILLING PLACE, 2ND FLOOR, SALINAS, CA, 93901-2438.

4 SCOPE OF WORK

Add to Section 4-1.05:

4-1.05D BALANCING CHANGE ORDER:

Prior to submitting for the final estimate, a balancing change order adjusting quantities to reflect those actually used during construction will be issued.

Replace *Reserved* in Section 4.1.06A General with:

4-1.06A CHANGED CONDITION:

a. Differing Site Conditions

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

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

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

portion in excess of one hundred twenty five percent (125%) of the original contract item quantity, or in case of a decrease below seventy five percent (75%), to the actual amount of work performed.

^^

5 CONTROL OF WORK

Replace section 5-1.13B with:

5-1.13B Disadvantaged Business Enterprises

5-1.13B(1) General

Section 5-1.13B applies to a federal-aid contract.

Use each DBE as listed on the DBE Commitment form unless you receive County prior authorization for termination under section 5-1.13B(2)(c). Ensure that all subcontracts and agreements with DBEs to supply labor or materials are performed under 49 CFR 26.

Maintain records of subcontracts made with DBE subcontractors and records of materials purchased from DBE suppliers. Include in the records:

1. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
2. Date of payment and total amount paid to each DBE 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 day of each month for the previous month's work, submit the Monthly DBE Trucking Verification form (LAPM Exhibit 16-Z1)

If a DBE is decertified before completing its work, the business must notify you in writing of the decertification date within 15 days of decertification. Notify the Engineer and submit the DBE's decertification notice within 2 business days of your receipt. Upon work completion, complete a Disadvantage Business Enterprises (DBE) Certification Status Change form, Exhibit 17-O, and submit within 10 days of Contract acceptance.

Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors form (LAPM Exhibit 17-F) and submit within 10 days of Contract acceptance. The County withholds the greater of 10 percent of the DBE commitment or \$10,000 until the form is submitted. The County releases the withhold upon submission of the completed form. If additional payments are made to a DBE after submittal of the completed form, submit an updated form to reflect such payments.

Failure to carry out requirements of 49 CFR 26 is a material breach of the Contract, which may result in the termination of the Contract or other remedy as the County deems appropriate, such as:

1. Withholding monthly progress payments
2. Assessing sanctions
3. Applying liquidated damages
4. Disqualification from future bidding as nonresponsive

5-1.13B(2) Disadvantaged Business Enterprises

5-1.13B(2)(a) General

Section 5-1.13(B)(2) applies if a DBE goal is shown on the *Notice to Bidders*.

Certification as a DBE identifies if the business has the means to perform its work under assigned North American Industry Classification System codes and work codes applicable to the type of work the DBE will perform on the Contract. Certification does not ensure the DBE will perform a commercially useful function on the Contract.

You are responsible for ensuring each DBE listed on the DBE Commitment form performs:

1. The description and value of the subcontracted work or material supplied as committed
2. A commercially useful function under 49 CFR 26.55 for committed work or materials

For DBE committed work, the County only pays for work performed or supplied by the listed DBE and if a commercially useful function was performed by the listed DBE.

You are responsible to remediate noncompliant DBE work to meet your DBE commitment. Submit a DBE commitment remediation plan within 5 business days of the Engineer's request.

Pay your DBEs in conformance with section 5-1.13E.

Failure to promptly pay DBEs may result in a withholds corresponding to the value of the DBE's committed work from future progress payments. In addition, unpaid DBE amounts will not count towards your DBE commitment, which may result in equivalent withholds or deductions and a 2 percent penalty on the unpaid amount for every month payment is not made.

5-1.13B(2)(b) Commercially Useful Function

DBEs must perform a commercially useful function under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBEs value of work will only count toward the DBE commitment if the DBE performs a commercially useful function under 49 CFR 26.55.

Provide written notification to the Engineer at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. Include the DBE's name, contract work to be performed, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, submit your initial evaluation and validation of their performance of a commercially useful function using DBE Commercially Useful Function Evaluation form (LAPM Exhibit 9-J). Include the following supporting information with your submittal:

1. Subcontract agreement with the DBE
2. Purchase orders
3. Bills of lading
4. Invoices
5. Proof of payment

Monitor your DBEs' performance of commercially useful function with quarterly evaluations and validations throughout their duration of work on the Contract using DBE Commercially Useful Function Evaluation form. Submit your quarterly evaluation and validation DBE Commercially Useful Function Evaluation forms by the 5th of the month for the previous three month's work. Include any additional supplemental supporting information with your submittal. If your DBE's work-start and -end dates for the Contract exceed a three-month period, regardless of time not on the Contract, quarterly evaluations and validations are required.

Notify the Engineer immediately if you believe the DBE may not be performing a commercially useful function.

The County will verify your DBEs performance of commercially useful functions by reviewing your initial and quarterly DBE Commercially Useful Function Evaluation forms, your submitted supporting information, field observations, and through select County evaluations. The County may evaluate DBEs and their commercially useful function performance at any time during the Contract. In such instances, the County will provide written notice to you and your DBE at least 2 business days prior to the evaluation. You and your DBE must participate in the evaluation. Upon completing the evaluation, the County will share the evaluation results with you and your DBE. The evaluation results may include items that must be remedied upon your receipt. If the County determines the DBE is not performing a commercially function you must suspend performance of the noncompliant work.

You and your DBEs must submit any additional commercially useful function related records and documents within 5 business days of County request such as:

1. Proof of ownership or lease and rental agreements for equipment
2. Tax records
3. Employee rosters
4. Certified payroll records
5. Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents will result in withhold of payment for the value of work completed by the DBE.

If you and or the County determine a listed DBE is not performing a commercially useful function in performance of their DBE committed work, suspend performance of the noncompliant portion of the work. Submit a corrective action plan within 5 days of the noncompliant commercially useful function determination. The plan must identify how you will remediate when feasible or demonstrate commercially useful function compliance for the remaining portion of the DBE's work. Allow 5 days for plan review. The corrective actions must be implemented within 5 days of Engineer's authorization of your plan and prior to resumption of the noncompliant portion of the DBE's committed work.

If corrective actions cannot be accomplished to assure the DBE will perform a commercially useful function on the Contract, you may have good cause to request termination of the DBE under section 5-1.13B(2)(c).

5-1.13B(2)(c) Termination

Termination of a DBE may be allowable for good cause reasons under 49 CFR 26.53(f)(3) with prior written authorization from the County.

You must provide documentation supporting good cause reasoning with your termination request. If the termination request is authorized by the County, you must then either replace the DBE with another DBE or demonstrate good faith efforts to do so under 5-1.13B(2)(d).

Use the following procedure to request the termination of a DBE or portion of their work:

1. Provide written notice to the DBE of your intent to use other forces or material sources and include one or more of the good cause reasons under 49 CFR 26.53(f)(3). Simultaneously send a copy of this written notice to the Engineer. Your written notice to the DBE must request they provide any response to both you and the Engineer.

2. Provide the DBE with 5 business days to respond to your written notice by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur. If the DBE does not respond within 5 business days, you may move forward with the request process as if the DBE had agreed to your written notice.
3. Submit your DBE termination request by written letter to the Engineer and include:
 - 3.1. One or more good cause reasons identified under 49 CFR 26.53(f)(3) along with supporting documentation.
 - 3.2. Your written notice to the DBE regarding the request, including proof of transmission and tracking documentation of your written notice.
 - 3.3. The DBE's response to your written notice, if received. If a written response was not provided, provide a statement to that effect.

The County will respond to your complete DBE termination request as follows:

1. Where the DBE has agreed in writing or fails to timely respond to your written notice, the County will respond within 2 business days from receipt of your request.
2. Where the DBE has disagreed in writing with your written notice, the County will meet with you and the DBE within 5 business days from receipt of your request. The County will respond to your request within 5 business days from this meeting.
3. If you fail to provide a complete request for DBE termination the County will identify deficiencies within 5 business days from receipt of your request.

If the County authorizes your DBE termination request it will do so in writing.

Work performed by a firm other than the committed DBE or authorized replacement DBE without first obtaining County authorization for termination will be a violation of these specifications and DBE federal regulations. Such violations will result in payment deductions for the value of the work associated with the noncompliant DBE commitment. In addition, if the committed DBE is also a listed subcontractor, the County applies an additional penalty up to 10 percent of the value of the subject work as a permanent deduction.

5-1.13B(2)(d) Replacement

After receiving County written authorization of your DBE termination request, you must obtain separate County authorization of your replacement plan.

Your replacement plan must identify DBE replacement firms to perform the work or demonstrate that you have made a good faith effort to use DBE replacement firms. DBE replacement firms must:

1. Perform at least the same dollar amount of work as the terminated DBE to the extent needed to meet the DBE commitment
2. Possess certifications for the most specific available North American Industry Classification System codes and work codes applicable to the work the firm will perform on the Contract
3. Perform a commercially useful function under 49 CFR 26.55

Use the following procedure to request authorization of your replacement plan:

1. Submit a request to replace a DBE with other forces or material sources by written letter to the County which must include:

- 1.1. Description of remaining uncommitted item work made available for replacement DBE solicitation and participation.
- 1.2. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - 1.2.1. Quote for bid item work and description of work to be performed
 - 1.2.2. Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - 1.2.3. Revised Subcontracting Request form
2. If you have not identified a DBE replacement firm, submit documentation of your good faith efforts to use DBE replacement firms within 7 days of County's authorization to terminate the DBE. You may request the County's approval to extend this submittal period to a total of 14 days. The County considers your documented actions taken to identify a DBE replacement firm in determining whether a good faith effort was made under 49 CFR 26 app A. Submit documentation of actions taken to find a DBE replacement firm, such as:
 - 2.1. Search results of certified DBEs available to perform the original DBE work identified and or other work you had intended to self-perform, to the extent needed to meet your DBE commitment
 - 2.2. Solicitations of DBEs for performance of work identified in 2.1
 - 2.3. Correspondence with interested DBEs that may have included contract details and requirements
 - 2.4. Negotiation efforts with DBEs that reflect why an agreement was not reached
 - 2.5. If a DBE's quote was rejected, provide your reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - 2.6. Copies of each DBE's and non-DBE's price quotes for work identified in 2.1, as the County may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - 2.7. Additional documentation that you believe supports your good faith effort

The County will respond to your complete replacement plan as follows:

1. If a DBE replacement firm has been identified and required documentation has been provided, the County will respond within 2 business days from receipt of your plan
2. If a DBE replacement firm has not been identified, but good faith effort documents have been provided, the County will respond within 5 business days from receipt of your plan
3. If you fail to provide a complete replacement plan, the County will return your request and identify deficiencies within 5 business days from receipt of your plan

If the County authorizes your replacement plan it will do so in writing.

Submit a revised Subcontracting Request form if your replacement plan is authorized.

DBE committed work performed by a nonauthorized firm, will be a violation of these specifications and DBE federal regulations. Such violations will result in payment deductions for the value of the work associated with the DBE commitment. The County will take a permanent deduction for the value of the DBE work that was not performed by the authorized DBE. In addition, if the associated work was also to be performed by a listed subcontractor, the County applies an additional penalty up to 10 percent of the value of the subject work as a permanent deduction.

5-1.13B(3) Use of Joint Checks

You may use a joint check between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if you obtain prior approval from the County for your proposed use of joint checks upon submittal of a DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form (LAPM Exhibit 9-K).

To use a joint check, the following conditions must be met:

1. All parties, including the Contractor, must agree in writing to the use of a joint check
2. Entity issuing the joint check acts solely to guarantee payment
3. DBE must release the check to the material supplier
4. County must authorize the request before implementation
5. Any party to the agreement must provide requested documentation within 10 days of the County's request for the documentation
6. Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party.

If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with section 5-1.13B(3) disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

Replace section 5-1.13E with:**5-1.13E Prompt Payment**

Section 5-1.13E applies to a federal-aid contract.

Pay your subcontractors within 7 days of receipt of each progress payment, unless otherwise agreed to in writing in accordance with Business and Professionals Code section 7108.5

Before the 15th day of each month for the previous month's work, submit the Prompt Payment Certification form (LAPM Exhibit 9-P) regardless of whether you made any payments.

The County may request additional documentation to verify the information provided on the Prompt Payment Certification form is complete.

If there is a good faith dispute over any portion of the amount due on a progress payment to a subcontractor or other entity, you may withhold no more than 150 percent of the disputed amount. Provide a written withhold notification to the subcontractor or other entity and the Engineer no later than 7 days after receipt of the corresponding progress payment that includes the following:

1. Value of the disputed work
2. Amount of the withhold being taken
3. Bid item numbers or change order numbers associated with the disputed work
4. Explanation of the deficiencies of the disputed work and how the corresponding value was calculated

5. Corrective actions to be taken for release of withheld amount

The County may request additional documentation from you to evaluate whether you applied the withhold in good faith.

If the County determines your withhold was not applied in good faith, the County may withhold the same amount from your future progress pay estimate. The County may also apply a 2 percent penalty on the withhold amount for every month payment is not made.

Replace Section 5-1.26 with:

5-1.26 CONSTRUCTION SURVEYS:

The Department is not responsible for placing stakes and marks under Chapter 12, “Construction Surveys”, of the Department’s Survey Manual. Set any stakes or marks required for this Project, throughout construction. The Engineer will provide the control points identified on the Project Plans.

Verify the accuracy of all construction or construction staking and notify the Engineer of inconsistencies that may affect the lines and grades.

Preserve stakes and marks placed. If the stakes or marks are destroyed, you are responsible to replace them.

Construction Surveys are paid for as Construction Staking.

Add between the 2nd and 3rd paragraphs of Section 5-1.32:

Where [Department](#) -owned areas have been designated for Contractor’s use beneath bridge structures, comply with the following:

1. Do not store any of the following beneath structures:
 - 1.1 Explosives or explosive materials
 - 1.2 Flammable or combustible materials
 - 1.3 Incompatible materials, such as chlorine and ammonia, or batteries and fuels, in the same secondary containment facility
2. Material storage may not encroach on any of the following:
 - 2.1 Within 20 feet of any bridge support
 - 2.2 Within 10 feet of any exposed footing or pile cap
 - 2.3 Within a 6-foot minimum clear zone height from the bottom of superstructure to top of material storage
3. Maintain 12-foot minimum width pathways beneath each hinge, bent cap and bridge span allowing manlift vehicle access
4. Do not obstruct drainage systems

Add to the end of Section 5-1.32:

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

6 CONTROL OF MATERIALS

Add to the end of Section 6-1.02:

6-1.02A DEPARTMENT-FURNISHED MATERIALS:

All materials required to complete the work under this Contract shall be furnished by the Contractor.

Add to Section 6-1.03 of the RSS:

6-1.03B SUBMITALS:

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.

Replace Section 6-1.04 BUY AMERICA with:

6-1.04 BUY AMERICA

6-1.04A General

Reserved

6-1.04B Crumb Rubber (Pub Res Code § 42703(d))

ROBINSON CANYON ROAD BRIDGE SCOUR COUNTERMEASURE PROJECT
PROJECT NO. 385165

3/20/2023

Furnish crumb rubber with a certificate of compliance. Crumb rubber must be:

1. Produced in the United States
2. Derived from waste tires taken from vehicles owned and operated in the United States

6-1.04C Steel and Iron Materials

Steel and iron materials must be melted and manufactured in the United States 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
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 United States may be used if authorized

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.

All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Add to Section 6-2.01C:

6-2.01C (1) DEPARTMENT AUTHORIZED MATERIAL LIST:

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

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

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

For the Authorized Material Lists, go to: <http://www.dot.ca.gov/aml/>

Replace *Reserved* in Section 6-2.01G with:

6-2.01G QUALITY ASSURANCE :

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

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

Replace *Reserved* in Section 6-2.01H with:

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Replace *Reserved* in Section 7-1.02K(6)(f) with:

7-1.02K(6)(f) GENERAL PREVAILING WAGE RATES:

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

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

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

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

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

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

Replace Section 7-1.02M (3) with:

7-1.02M(3) SURFACE MINING AND RECLAMATION ACT:

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

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975. For the list of permitted sites, go to the Department of Conservation, Division of Mine Reclamation website.

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

Add to Section 7-1.04:

7-1.04A PUBLIC SAFETY:

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

Add to Section 7-1.05:

7-1.05D INDEMNIFICATION AND INSURANCE:

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

Add to Section 7-1.06 of the RSS:

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

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

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

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

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

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

Prior to the execution of this Agreement by the County, Contractor shall file certificates of insurance with the County Administrative Office Contracts/Purchasing Division and with the Department of Public Works, Facilities and Parks (PWFP), Chief of Public Works, showing that the Contractor has in effect the insurance required by this Agreement. The Contractor shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy that would alter the information of the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

7-1.06J WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

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

Replace section 7-1.11B with:

1

7-1.11B FHWA-1273

FHWA-1273 – Revised July 5, 2022

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

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

1

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

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

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

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

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

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

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

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

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

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

9. Selection of Subcontractors, Procurement of Materials

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

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

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

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

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

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

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

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

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

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

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

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

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

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

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

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

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

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

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

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

b. Trainees (programs of the USDOL).

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

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

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

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 29 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

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

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

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

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

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

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1985.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Add to the end of Section 7:7-1.12 TITLE VI ASSURANCESAppendices A and E of the Title VI AssurancesAppendix A

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

(a) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this Agreement.

(b) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(c) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(d) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation, and/or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

(e) Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this Agreement, the California Department of Transportation shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(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.

(f) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (a) through (f) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

Appendix E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Page 26 of 29 November 2022 Local Assistance Procedures Manual Exhibit 12-G Required Federal-Aid Contract Language
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Add to the end of Section 7:

7-1.13 USE OF UNITED STATES-FLAG VESSELS

The CONTRACTOR agrees -

1. To utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated “on board” commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20690.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.
4. Maintain records and submit reports documenting your performance under this section.

^^

8 PROSECUTION AND PROGRESS

Replace *Reserved* in section 8-1.10D with:

8-1.10D BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The Contractor shall begin work within 10 calendar days of the issuance of the Notice to Proceed by the County of Monterey.

This work shall be diligently prosecuted to completion before the expiration of ONE HUNDRED AND TWENTY (120) WORKING DAYS beginning on the tenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the County of Monterey the sum of **\$5,200 per day**, for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above.

The Contractor may initiate a "Request for a Suspension of Working Days" for a period of time, or to a specified date agreed to by the Contractor and the Engineer, for the purpose of preparing shop drawings, to procure materials, and to fabricate the steel bridge barrier railing elements. The Contractor may request in writing a suspension of work during the winter months were the controlling item of work cannot be conducted due to restrictions on work within the riparian area that are listed in the PLAC. The Engineer may approve and grant the winter month suspension after negotiation and concurrence with the Contractor on the beginning and ending dates of the suspension. No on-site work will occur during the period of suspension of working days. Working Days on site shall resume after the expiration of the Suspension of Working Days.

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

Add to Section 8-1.02A:

8-1.02A(i) SCHEDULE:

Comply with Section 8-1.02(C), "Level 2 Critical Path Method Schedule," of the Standard Specifications, unless otherwise authorized in writing by the Engineer.

The schedule software must be Microsoft Project 2020.

Replace 1st paragraph in Section 8-1.03 with:

A mandatory pre-construction conference will be held at the office of the COUNTY OF MONTEREY DEPARTMENT OF PUBLIC WORKS, FACILITIES, AND PARKS, 1441 SCHILLING PLACE, SOUTH 2ND FL, SALINAS, CA, where the "Notice to Proceed" will be issued and for the purpose of discussing with the Contractor the scope of work, Contract drawings, Specifications, existing conditions, materials to

9 PAYMENT

Add to the end of Section 9-1.03:

9-1.03A PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS:

No retainage will be held by the agency from progress payments due the prime Contractor. A prime Contractor or subcontractor shall 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. Federal law (49CFR26.29) requires that any delay or postponement of payment over the thirty (30) days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime Contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient subcontract performance, or noncompliance by a subcontractor.

This provision applies to both DBE and non-DBE subcontractors.

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

Add to Section 9-1.06:

9-1.06E INCREASED AND DECREASED QUANTITIES:

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

ITEM CODE.	ITEM
160110	Temporary High-Visibility Fence
130640	Temporary Fiber Rolls
130680	Temporary Silt Fence
130310	Rain Event Action Plan

The adjustment provision in Section 4-1.05 "Changes and Extra Work" and Section 9-1.06 "Changed Quantity Payment Adjustments" of the Standard Specifications shall not apply to the above items.

Add to the end of the 1st paragraph of Section 9-1.16B:

Submit a schedule of values for each lump sum item on the Bid Item List.

Replace *Reserved* in Section 9-1.16E(6) with:

9-1.16E(6) PROGRESS PAYMENTS AND PAYMENTS AFTER CONTRACT ACCEPTANCE:

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

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

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

Replace Section 9-1.22 with:

9-1.22 ARBITRATION:

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

- A. Application of article; inclusion of article in plans and specifications (Public Contract Code Section 20104):
 - 1a. This article applies to all public works and facilities claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a Contractor and the County of Monterey.
 - 1b. This article shall not apply to any claims resulting from a Contract between the Contractor and the County of Monterey when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, of the Public Contract Code).
 - 2a. "Public Work" has the same meaning as in Section 1101 of the Public Contract Code but does not include any work or improvement contracted for by the state or the Regents of the University of California.
 - 2b. "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
 - 3. The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work, which may give, rise to a claim under this article.
 - 4. This article applies only to Contracts entered into on or after January 1, 1991.
- B. Claims; requirements (Public Contract Code Section 20104.2):

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

1. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- 2a. For Claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
- 2b. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- 2c. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- 3a. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
- 3b. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- 3c. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
4. If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
5. If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Replace *Reserved* in Section 10-1.02A General with:

10-1.02A GENERAL:

Order of work shall conform to these special provisions.

Advance Information Sign as shall be placed at least fourteen (14) days before begin construction.

Temporary fences or temporary K-rail with screen shall be constructed prior to removal of any access control fences. The Contractor shall in all cases protect the integrity of the access control along the right of way when removing fences.

Contractor, as first order of work, shall provide the necessary insurance before performing any work for County of Monterey.

Replace *Reserved* in section 10-7 with:

10-7 RESIDENT ENGINEER'S OFFICE:

The Contractor shall furnish, until one hundred percent of the work is accepted exclusive of plant establishment period, a "Resident Engineer's Office" conforming to these Special Provisions. The office shall be for the exclusive use of the Engineer and shall be within the Project site at a location as indicated by the Engineer.

The overall size of the office shall be 700 square feet minimum, and it shall be furnished with doors and windows capable of being locked. The office shall be partitioned to provide two private offices of not less than 115 square feet each and a conference area of not less than 180 square feet. The private offices shall be provided with a lockable closet and at least 25 feet of 1 foot wide shelving located as directed by the Engineer and two portable bookcases, each with a minimum of three four-foot long shelves.

If the office is a trailer, the perimeter of the office area shall be secured by a 6 foot high chain link fence. The Contractor shall provide a lockable gate and lock assembly with 2 keys. Title to the trailer and provided contents shall remain with the Contractor. The Contractor shall provide the Engineer with a copy of written permission or agreement to place the Resident Engineer trailer on private property unless such private property is within the project temporary construction easement or right of way as shown on the plans.

The office shall be furnished with three parking spaces (within the above chain link fence or contiguous to the office building); 2 desks capable of being locked; one drafting table; one 3 feet by 6 feet table; 6 standard chairs; 3 desk chairs with arms; one drafting stool; one dry plain paper copying machine with automatic feed and collator capable of making letter size (8 ½"x11"), legal size (8 ½"x14"), and ledger size (11"x17") copies together with sufficient paper and

materials for 1000 copies per month; 2 four-drawer legal size filing cabinets; 1 plan rack; one refrigerator; one fire extinguisher; one first-aid kit (bandages, gauze, etc.); bottled drinking water, restroom (24 square feet minimum) equipped with toilet and sink with hot and cold running water, soap, and paper products; 3 telephone lines (two for telephones, and one for computer modem); 2 telephones capable of rollover ring; and one full-feature telephone answering machine. The office shall be furnished with a room air conditioner/heat pump with a capacity to maintain 75 degree temperature during summer or winter month use.

The refrigerator shall have a freezer no smaller than 3 cubic feet and a refrigerated compartment no smaller than 12 cubic feet.

The Contractor shall provide, not less than weekly, office cleaning service including waste paper/trash removal, floor cleaning, and rest room maintenance to the satisfaction of the Engineer.

The Contractor shall provide for the Engineer's exclusive possession and use a complete computer system with two computers connected to a laser printer. The Contractor shall maintain and repair the computer system. The Engineer may use the furnished computer hardware, software, and instruction manuals for any purposes relating to the project. Before delivery and setup of the computer system, the Contractor shall submit to the Engineer for approval a detailed list of all computer hardware and software the Contractor proposes to furnish.

The computer hardware and software furnished by the Contractor shall be compatible with his project scheduling software and the project management and administration needs of the Engineer for the project and shall include instruction manuals and other documentation normally provided with the software.

The Contractor shall furnish, install, set up, maintain, and repair the computer hardware and software ready for use within a week after the office is made available to the Engineer.

All computer hardware and software furnished shall remain the property of the Contractor and shall be removed by the Contractor upon acceptance of the contract when no claims involving contract progress are pending. When contract claims involving contract progress are pending, computer hardware or software shall not be removed until the final estimate has been submitted to the Contractor. If, before the final estimate has been submitted to the Contractor, the Contractor requests relief of maintenance of the Resident Engineer's Office and if such a request is approved by the Engineer, the Contractor shall relocate the computer system to another location, within the County limits, designated by the Engineer.

Equipment furnished shall be for the Engineer's sole use and of standard quality and new or like new in appearance and function. The office shall be installed and ready for occupancy no later than twenty working days after the notice to proceed. Monthly telephone bills shall be paid by the Contractor and reimbursed by contract change order with a 15 percent markup allowed.

The contract lump sum price paid for "Resident Engineer Office" shall include full compensation for furnishing and installing the "Resident Engineer's Office" as specified, maintaining until the final estimate has been approved by the Engineer, and removing the office, utility connections including bottled water service, furnishings, computer system, office equipment, office supplies, and utility billings (except for monthly telephone costs as provided above) as specified in these Special Provisions and as directed by the Engineer.

Payment for “Resident Engineer’s Office” shall be made as follows:

- A. At such time as installation and setup are complete (ready to occupy/use), including computer system and software, then 25 percent payment for “Resident Engineer’s Office” shall be made.
- B. At such time as fifty percent of the work is completed, an additional 50 percent (total 75 percent) payment for “Resident Engineer’s Office” shall be made.
- C. At such time as one hundred percent of the work is accepted, then the final 25 percent (total 100 percent) payment for “Resident Engineer’s Office” shall be made.

Replace Section 10-8 Reserved with:

10-8 Construction STAKING

10-8.01(A) GENERAL

This work consists of the furnishing and setting of construction stakes and markers by the Contractor to establish the lines and grades required for the completion of the work as shown on the plans and as specified in the Standard Specifications and these special provisions and as necessary for the Engineer to check lines, grades, alignment and elevations.

It is the Contactor’s responsibility to perform construction surveys, place temporary survey markers, and layout the project in conformance with the Contract drawings. The County Engineer or their designated appointee shall review and approve prior to construction. County approval does not relieve the Contractor of the responsibility for correctly locating all lines and grades.

The Contractor shall place stakes and marks as directed under Chapter 12, “Construction Surveys,” of the Caltrans Surveys Manual.

Construction stakes and marks shall be furnished and set with accuracy adequate to assure that the completed work conforms to the lines, grades, and section shown on the plans. Vertical alignment and the coordinates of centerlines and layout lines will be furnished to the Contractor for his use in performing the construction staking.

All computations necessary to establish the exact position of the work from control points shall be made by the Contractor. All computations, survey notes, and other records necessary to accomplish the work shall be neat, legible, and accurate. Copies of such computations, notes and other records shall be furnished to the Engineer prior to beginning work that requires their use.

Construction stakes shall be removed from the site of work when no longer needed.

Upon completion of construction staking and prior to acceptance of the contract, all computations, survey notes, and other data used to accomplish the work shall be furnished to the

12 TEMPORARY TRAFFIC CONTROL

12-3.11(B)(5) GENERAL INFORMATION SIGNS

Replace *Not Used* in Section 12-3.11B(5)(a) of the RSS for Section 12 with:

Provide two C47A project funding identification signs.

See the sample sign exhibit provided at the end of this special provision. Details will be modified to reflect County of Monterey Public Works, Facilities and Parks as directed by the Engineer.

Heading for funding sign must read:

THIS PROJECT FUNDED BY
COUNTY OF MONTEREY

Legend for the types of funding on a construction project funding sign must read and be in the order as follows:

FEDERAL HIGHWAY BRIDGE PROGRAM
STATE HIGHWAY FUNDS

Legend for the type of project must read as follows:

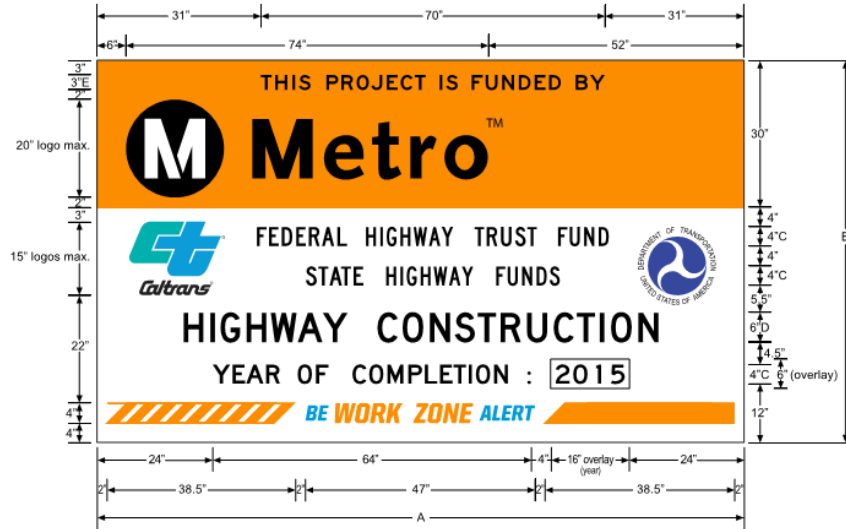
BRIDGE REPAIR

Legend for the year of completion on a construction project funding sign must read as follows:

YEAR OF COMPLETION 2023

Partner funding agency	Height dimension of pictograph with notes
FHWA	15"
Caltrans	15"
County of Monterey	20"

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION



NOTES:

1. Provided dimensions are for the 132"x78" sign panel.
 For the 96"x60" sign panel, multiply each horizontal dimension of the 132"x78" sign panel by approximately 0.728 and each vertical dimension by approximately 0.769. Adjust spacing as needed.
 For the 48"x30" sign panel, multiply each horizontal dimension of the 132"x78" sign panel by approximately 0.364 and each vertical dimension by approximately 0.385. Adjust spacing as needed.
2. See Special Provisions for applicable project and fund type messages, and specify when ordering.
3. Specify the year of completion on the overlay when ordering. See Special Provisions.

C47A (CA)

ENGLISH UNITS

A	B
132	78
96	60
48	30

COLORS: LEGEND - BLACK

- BACKGROUND - WHITE AND FLUORESCENT ORANGE**
- CT LOGO: PANTONE #299 BLUE AND PANTONE #326 TURQUOISE**
- FHWA LOGO: PANTONE #2747 BLUE**
- BE WORK ZONE ALERT RIBBON: PANTONE #299 BLUE AND ORANGE**
- SEE VECTOR GRAPHIC FILES FOR CT, FHWA, AND BE WORK ZONE ALERT GRAPHICS**
- FUNDING AGENCY GRAPHICS IN HEADER (TO BE SUPPLIED BY FUNDING AGENCY)**
- ALL COLORS TO BE RETROREFLECTIVE, EXCEPT FOR BLACK**

8/9/19

13 WATER POLLUTION CONTROL

13-1 GENERAL

Add to the end of section 13-1.01A:

The specifications in section 13 for water quality monitoring apply to the following work activities whenever they occur in water:

1. [011338](#) [Large Woody Debris Cluster](#)
2. [131201](#) [Temporary Creek Diversion System](#)
3. [170103](#) [Clearing and Grubbing](#)
4. [190101](#) [Roadway Excavation](#)
5. [190123](#) [Roadway Excavation \(Topsoil\)](#)
6. [198051A](#) [Gravel Embankment](#)
7. [510050](#) [Structural Concrete](#)
8. [723080](#) [Rock Slope Protection \(60 lb, Class II, Method B\)](#)
9. [723110](#) [Rock Slope Protection \(1/2T, Class VII, Method B\)](#)
10. [727000A](#) [Articulated Concrete Block Mat](#)
11. [729011](#) [RSP Fabric \(Class 8\)](#)

The receiving water for this project is [the Carmel River](#).

Add to the end of section 13-3.01A:

This project's risk level is [2](#).

Add between the 4th and 5th paragraphs of section 13-3.01C(2)(a):

The following RWQCBs will review the authorized SWPPP:

1. [Central Coast Region 3](#)

Replace Section 13-11 Reserved with:

13-12 TEMPORARY CREEK DIVERSION SYSTEMS

13-12.01 GENERAL

13-12.01A Summary

Section 13-12 includes specifications for constructing, maintaining, reconstructing, and removing temporary creek diversion system (TCDS), and restoring creek bed to original condition. The TCDS is used to divert upstream water flows to allow construction in a dry or dewatered location.

The sampled dewatering plan included as Supplemental Project Information is for information only. This plan has been reviewed by the Regional Water Quality Control Board.

13-12.01B Definitions

Not Used

13-12.01C Submittals

Submit a certificate of compliance for:

1. [Pipe Material](#)
2. [Gravel Gradations](#)
3. [Gravel Bags](#)
4. [Minor Cofferdam Materials](#)
5. [Plastic Sheeting](#)

13-12.01C(1) Temporary Creek Diversion System Plan

Within 20 days of Contract approval, submit three (3) copies of the Temporary Creek Diversion System Plan (TCDSP). The TCDSP must include:

1. Installation and removal process, including equipment, platforms for equipment, and access locations.
2. Anticipated flow rates.
3. Calculations supporting the sizing of piping, channels, pumps, or other conveyance by using FHWA HY-8 or other equivalent method. Calculate the discharge water flow rate and velocity anticipated where it discharges on any erodible surface, so its conveyance does not cause erosion within the project or at the discharge to the water body. Temporary culverts attached to banks, walls, or other locations must be designed to hold the full weight of the culvert at capacity and restrain the culvert for any expected hydraulic forces.
4. Plans showing locations of diversion, including layouts, cross sections, and elevations.
5. Materials proposed for use, including MSDS if applicable.
6. Operation and maintenance procedures for the TCDS.
7. Restoration plans showing before and after conditions, including photos of existing conditions for areas disturbed during the installation, operation, and removal of the TCDS.
8. Monitoring and reporting plan to ensure applicable water quality objectives are met. This includes schedule of work including Temporary BMP implementation as part of the Construction Site BMP strategy, and SWPPP or WPCP as applicable. Use with section 13-3.01A.
9. Details of the pumping system, if used, including power source, debris handling, fish screens, and monitoring requirements.
10. Fish passage plan, following the Caltrans Fish Passage Design for Road Crossings, CA Department of Fish and Wildlife (CDFW), CA Salmonid Stream Habitat Restoration Manual, and National Marine Fisheries Service (NMFS), Guidelines for Salmonid Passage at Stream Crossings, as required by the applicable PLACs.
11. The TCDS design must demonstrate how it will comply with section 13-12.03A, water tightness, and prevent seepage.
12. Contingency plan to remove workers, equipment, materials, fuels, and any other work items that will cause pollution or violation of PLACs during a rain event out of the flow area. Develop the contingency plan for when a 12-inch freeboard cannot be maintained and overtopping of the coffer dams may occur.

If revisions are required, the Engineer notifies you of the date when the review stopped and provides comments. Submit a revised TCDSP within 15 days of receiving the comments. The Department's review resumes when a complete TCDSP has been resubmitted.

Submit an electronic copy on a read-only CD, DVD, or other Engineer-authorized data storage device and 4 printed copies of the authorized TCDSF.

If the RWQCB or other regulatory agency requires review of the authorized TCDSF, the Engineer submits it to the RWQCB for review and comment. If the Engineer orders changes to the TCDSF based on the RWQCB's comments, submit a revised TCDSF within 10 days.

All submittals which include plans, specifications, and calculations must be sealed and signed by a civil engineer registered in the State.

13-12.01D Quality Assurance

Not Used

13-12.02 MATERIALS

13-12.02A Gravel

Gravel must:

1. Be River run gravel obtained from a river or creek bed with gradation as shown in the National Engineering Handbook Figure 26-5 below.
2. Be clean, hard, sound, durable, uniform in quality, and free of any detrimental quantity of soft, thin, elongated or laminated pieces, disintegrated material, organic matter, or other deleterious substances
3. Be composed entirely of particles that have no more than one (1) fractured face
4. Have a cleanliness value of at least 85, as determined by California Test 227

13-12.02B Impermeable Plastic Membrane

Impermeable plastic membrane must be:

1. Single ply, commercial quality, polyethylene with a minimum thickness of 10 mils complying with ASTM D2103. You must use stronger plastic membrane if required as part of design to resist hydraulic forces.
2. Free of holes, punctures, tears or other defects that compromise the impermeability of the material.
3. Suitable for use as an impermeable membrane.
4. Resistant to UV light, retaining a minimum grab breaking load of 70 percent after 500 hours under ASTM D4355.

13-12.02C Gravel-Filled Bags

Gravel-filled bags must comply with section 13-5.02G.

13-12.02D Plastic Pipes

Plastic pipe must comply with section 61-3.01 and must:

1. Be clean, uncoated, in good condition free of rust, paint oil dirt or other residues that could potentially contribute to water pollution
2. Be adequately supported for planned loads
3. Use watertight joints under section 61-2.01.
4. Be made of a material or combination of materials that are suitable for clean water and which do not contain banned, hazardous or unlawful substances
5. For temporary pipes not reused on the project you may use the following materials:
 - 5.1. PVC closed-profile wall pipe must comply with ASTM F1803
 - 5.2. PVC solid wall pipe must comply with ASTM D3034, ASTM F679, AWWA C900, AWWA C905, or ASTM D2241 and cell class 12454 defined by ASTM D1784
 - 5.3. HDPE solid wall pipe must comply with AASHTO M 326 and ASTM F714
 - 5.4. Polyethylene large-diameter-profile wall sewer and drain pipe must comply with ASTM F894

13-12.02E Rock

Rock layer must comply with the table titled *Rock Gradation for 7-inch-thick Layer* in section 72-4.02.

13-12.03 CONSTRUCTION

13-12.03A General

Construction, use and removal of the TCDS is restricted to the time period from [July 1](#) to [October 15](#). If the work cannot be completed during the initial restricted time period [ending October 15](#), remove TCDS, restore the creek to original flow condition, and reconstruct the TCDS after [July 1](#). No work is allowed within the stream except during the restricted time period.

Do not use motorized equipment or vehicles in areas of flowing or standing water for the construction or removal of the TCDS in compliance with section 13-4.03.

Remove vegetation to ground level and clear away debris.
Place temporary or permanent fill as allowed by PLACs.
Place rock at outlet of diversion pipe under section 72-4.03, except motorized vehicles and equipment must not be used in areas of flowing or standing water.

Do not construct or reconstruct TCDS if the 72-hour forecasts predict a 50 percent or greater chance of rain in the project area.

Stop all work and remove all material and equipment from the creek between upstream and downstream cofferdams if the 72-hour forecasts predict a 50 percent or greater chance of rain in the project area and the predicted rainfall is estimated to produce a flow rate exceeding the design capacity of the TCDS.

If the required freeboard cannot be maintained and overtopping may occur, implement contingency plan to remove all workers, equipment, and potential sources of pollution from the dry working area of the creek bed.

The TCDS must be constructed within the temporary impact footprint as described in the environmental commitments.

Lap and join joints between the edges of impermeable plastic membrane with commercial-quality waterproof tape with minimum 4-inch lapping at the edges.

Seal openings or penetrations through the impermeable plastic membrane with commercial quality waterproof tape.

The TCDS must be water tight to keep the work area dry for construction and prevent the creation of pollutants. Maintain all portions of the TCDS and fix leaks as soon as they are discovered.

Contact water agencies that discharge to the construction area to ensure that unexpected water is not discharged during construction which could compromise the TCDS.

13-12.03B Maintenance

Maintain the TCDS to provide a minimum freeboard of 12 inches between the water surface and the impermeable top of the cofferdams.

Do not discharge runoff from existing or proposed drainage systems into the dry work area between the cofferdams. Runoff from these systems may be connected to the diversion pipe or conveyed by pipes downstream of the cofferdam.

Prevent leaks in the TCDS. Provide seepage pumps as necessary and keep the work area dry to prevent the creation of sediment-laden water.

Repair holes, rips and voids in the impermeable plastic membrane with commercial-quality waterproof tape. Replace impermeable plastic membrane when patches or repairs compromise the impermeability of the material.

14 ENVIRONMENTAL STEWARDSHIP

14-1.02 ENVIRONMENTALLY SENSITIVE AREA

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.

Install signs 100 feet apart along the length and at the ends of the [temporary high visibility fence](#) identifying the area as an ESA. Place the top of each sign flush with the top of the [temporary high visibility fence](#).

The signs must:

1. Be weatherproof and fade-proof
2. Be from 8-1/2 to 11 inches high and from 11 to 14 inches wide
3. Have the following message in black letters: [ESA](#)

The message must be legible from a distance of 20 feet by persons with 20/20 vision or vision corrected to 20/20.

The signs may be made of laminated printed paper attached to an inflexible weatherproof backer board.

Attach the signs to the [temporary high visibility fence](#) with tie wire or locking plastic fasteners. Maintain the signs until Contract acceptance.

Limited access to the ESA is allowed for [biological monitoring, water sampling, gravel embankment for access, or release of encroaching wildlife](#). Notify the Engineer 3 business days or less before the planned entry date. Any other access to the ESA is prohibited.

14-6.03 SPECIES PROTECTION

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:

Regulated Species

California Red Legged Frog
Western Pond Turtle
Two Striped Garter Snake
Monterey Big Eared Woodrat
South-Central Coast Steelhead

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

Sensitive Habitats

Carmel River
Jurisdictional Areas
Wetlands
Riparian Areas
California Red Legged Frog Habitat
Alnus rhombifolia Forest alliance association
Riverine Habitat

Add to section 14-6.03A:

[Construction Contractor to use](#) the protocols for the corresponding regulated species shown in the following table:

Regulated species name	Protocol
California Red Legged Frog Western Pond Turtle Two Striped Garter Snake Monterey Big Eared Woodrat South-Central Coast Steelhead	<p>Verify no wildlife is present near equipment prior to operation.</p> <p>Notify the Contractor Supplied Biologist 45 days in advance of any construction activities</p> <p>Notify engineer and construction staff when environmental awareness training sessions are scheduled.</p> <p>See Environmental Commitment Record provided in the Supplemental Project Information for complete listing of environmental commitments.</p> <p>Immediately notify the Contractor Supplied Biologist if any wildlife is observed on site.</p> <p>Notify Contractor Supplied Biologist of work that will need to be monitored including but not limited to exclusion installation and work within designated buffer zones, any vegetation removal, re-vegetation, and dewatering activities..</p> <p>Prior to nesting season begins, exclusionary measures such as netting and visual deterrents will be installed and will be routinely inspected and kept in good repair until construction is complete and the exclusion devices are removed.</p>

Monitor regulated species according to the schedule shown in the following table:

Monitoring type	Schedule
Vehicle Inspection for wildlife	Daily
Tree Inspection for nests	Prior to tree removal
Inspection for nests in vegetation	Prior to vegetation removal
Exclusionary measures (Netting, etc.)	Daily (Feb 1 to Aug 31)

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

The Department anticipates nesting or attempted nesting by migratory and nongame birds from [February 15](#) to [August 31](#).

Add to section 14-6.03C:

Regulated fish are anticipated adjacent to bridge no. [44C 0017](#). 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
- Relocate the regulated fish as soon as possible to a location with suitable habitat at least [200](#) feet [downstream](#) of the work area.

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 [.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 [.33](#) feet per second.

Replace the list in the 2nd paragraph of section 14-6.03D(1) with:

1. [Prior to construction, conduct a bird survey to ensure that the project Authority is in compliance with the Migratory Bird Treaty Act \(MBTA\)](#)
2. [Clear work area prior to vegetation removal](#)
3. [Monitor regulated species within the project area.](#)
4. [Ensure that construction activities do not result in the take of regulated species.](#)
5. [Ensure that construction activities comply with PLAC's.](#)
6. [Immediately notify the Engineer of any take of regulated species or violation of a biological resource PLAC.](#)
7. [Conduct environmental training to construction and maintenance personnel to describe regulated species, habitat, and ESA sensitive areas.](#)
8. [Identify, verify, and oversee the placement and installation of brightly colored fencing to protect sensitive habitat.](#)
9. [During ground disturbing activities, monitor for reptiles and other small wildlife and relocate in a safe place outside of exclusionary fencing](#)

10. [Prior to vegetation removal, survey the work area for Monterey Big Eared Woodrat nests and if found, disassemble by hand or with hand tools and remove from work area and stack where accessible to the woodrats.](#)
11. [Be on site during dewatering or river diversions and assist the Construction Contractor on the implementation, placement, and removal, of the dewatering and diversion devices and to capture and relocate stranded steelhead.](#)

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
California Red Legged Frog	Must be an approved USFWS biologist to handle any activities with this species.

Within [30](#) days before starting job site activities, submit protocols for species protection surveys. Use protocols required in the PLACs.

Survey the job site for regulated species and submit a preconstruction survey report within [2](#) days before starting 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
3. Relevant Photos
4. GPS Locations and mapping of covered area
5. Datapoints of any significant observations.
6. Field datasheets
7. Names of Surveyors
8. Dates of Surveys
9. Any other pertinent Data found from the Surveys.

Submit an initial monitoring report as an informational submittal within [12](#) hours after starting ground-disturbing activities.

Submit monitoring reports according to the following schedule:

Monitoring type	Report schedule
Dewatering and Diversion Structures	Weekly
Special Status Species	Weekly
Reptiles and Small Wildlife	Weekly
Steelhead	Prior, Bi-Weekly, and After Construction

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

**DIVISION III EARTHWORK AND LANDSCAPE
17 GENERAL**

17-2 CLEARING AND GRUBBING

Add to section 17-2.03A:

Replace the 4th paragraph in Section 17-2.03A with:

Clear and grub vegetation only within the excavation and embankment slope lines, and as indicated on the tree removal plans.

Replace section 17-2.03D with:

Dispose of objectionable materials resulting from clearing and grubbing activities, except conserve topsoil as described in section 19-2.03D(2) of these special provisions and reduce vegetative material to chips as described in section 20-1.03A. Bury the chips resulting from chipping combustible material or distribute them uniformly by mixing with underlying soil to prevent combustion.
Accumulation of flammable material is not allowed.

^^

19 EARTHWORK

Replace Section 19-2.03D(2) with:

19-2.03D(2) TOPSOIL

Section 19-2.03D(2) includes specifications for excavation, handling, and placing topsoil. Excavate the top 7 inches of topsoil within the limits of re-vegetation as shown on the Planting Plans. Include leaf litter and extraneous organic matter in the excavation.

Place the topsoil at the top of the slope. If there is insufficient space at the top of the slope and an alternative location is not shown, submit an alternative location to the Engineer. If stockpiling of topsoil is ordered, excavate, and stockpile the topsoil until the topsoil is placed in its final position. If an alternative location is required to stockpile topsoil as directed by the Engineer, this work is change order work.

Place and spread the topsoil where shown in its final position to a uniform layer thickness within the limits of replanting and as directed by the Engineer. Mix topsoil with chipped vegetative material if authorized. Compact the topsoil finished surface uniformly using track-mounted equipment run perpendicular to slope contours. Section 19-5.03C does not apply to topsoil compaction.

If you stockpile topsoil, stockpiles must:

1. Not be higher than 5 feet
2. Not be covered with a material that will stop air circulation, increase soil temperatures, or harm beneficial biological activity and resident seeds
3. Be marked with signs and flags as *Topsoil*

Replace Section 19-11 with:

19-11 GRAVEL EMBANKMENT

19-11.01 GENERAL

19-11.01A Summary

Section 19-11 includes specifications for constructing gravel embankment. Gravel embankment is to be used for any portion of access within the ordinary high water mark (OHWM) of the river.

19-11.01B Definitions

Not Used

19-11.01C Submittals

Submit certificates of compliance for gravel gradation and gravel shape. Submit test data for gravel cleanliness.

20 LANDSCAPE

Replace “Reserved” in section 20-1.01B with:

Noxious weeds: Any species of plant that is, or is liable to be, troublesome, aggressive, intrusive, detrimental, or destructive to agriculture, silviculture, or important native species, and difficult to control or eradicate, as designated by the county and the California Department of Food and Agriculture (CDFA), under 3 CA Code of Regs § 4500 et seq.

Noxious weeds of concern that are prevalent within the right of way include:

Scientific Name	Common Name	Cal-IPC Invasiveness Rank
<i>Carduus pycnocephalus</i>	Italian thistle	Moderate
<i>Carpobrotus edulis</i>	Highway iceplant	High
<i>Conium maculatum</i>	Poison hemlock	Moderate
<i>Cotoneaster</i> species	Cotoneaster	Moderate
<i>Foeniculum vulgare</i>	Sweet fennel	Moderate
<i>Hirschfeldia incana</i>	Shortpod mustard	Moderate
<i>Mentha pulegium</i>	Pennyroyal	Moderate
<i>Oxalis pes-caprae</i>	Bermuda buttercup	Moderate
<i>Rumex acetosella</i>	Sheep sorrel	Moderate

Replace the 2nd paragraph of section 20-1.02B with:

On-site water supply for watering and irrigation is not available. Make arrangements for supplying nonpotable water for watering and irrigation. Recycled water must be adequately oxidized and disinfected water that receives at least tertiary level treatment under 22 CA Code of Regs § 60301 et seq.

Replace the 1st paragraph of section 20-1.03C(3) with:

Control non-native invasive plants and noxious weeds by the use of pesticides, hand-pulling, or mowing.

Add to the 2nd paragraph of section 20-1.03C(3):

If pesticides are used, apply pesticides directly onto weeds by spot spray or brush application to prevent overspray.

Add to section 20-1.03C(4):

Before removing any poison hemlock, cotoneaster, or sweet fennel under section 20-1.03C(3), cover seed pods or seed heads with clear plastic bags, and secure tightly to prevent seed dispersal. Ensure that plastic bags remain intact through disposal.

Replace section 20-3.01B(2)(b)(i) with:

Take cuttings from healthy, vigorous plants within the Carmel River watershed at a location specified by the Engineer. Make cuts with sharp, clean tools. Cuts shall be clean and shall shape the tree. Branch cuts shall not be flush with the trunk; approximately a quarter of an inch shall remain on the branch. Do not take more than 33 percent of an individual plant and not more than 50 percent of the plants in an area.

Cuttings shall be stripped of leaves and immediately stored in 5-gallon buckets filled halfway to the top with water. The poles shall be stored with the bud up and the rooting-end immersed in water. Do not allow cuttings to dry or wither.

Plant cuttings within 2 days of being cut.

Replace item 2 in the list in the 2nd paragraph of section 20-3.01B(2)(b)(iii) with:

From 48 to 60 inches in length

Replace item 3 in the list in the 2nd paragraph of section 20-3.01B(2)(b)(iii) with:

From 1/2 to 2 inches in length

Add to the 1st paragraph of section 20-3.01C (1):

Apply root stimulant to:

1. Cuttings

Replace 4th paragraph in section 20-3.02C (2) with:

If present, weedy material shall be scraped away from an area a minimum of 3 ft by 3 ft directly around the planting location. Planting holes may be either dug by hand or augured with a handheld auger. Holes shall be twice the depth of the root ball and 1.5 times the width.

Replace section 20-3.02C(3)(d)(ii) with:

Plant willow cuttings between July 1 and December 15 unless otherwise directed by the Engineer.

Planting holes for willow cuttings shall be made perpendicular to the ground line and shall be formed with a steel bar or excavated by use of an auger, post hole digger, or similar tool. Plant holes will be large enough to receive cuttings such that the cuttings may be planted to the proper depths without damage to the bark, approximately 3-feet in depth and 4 inches in diameter. If the soil in and around the plant hole is not wet prior to planting, the holes shall be irrigated prior to planting.

If rock or other hard material prohibits the excavation of the planting holes, excavate new holes and backfill the unused holes.

A root stimulant will be applied to the willow cuttings immediately prior to planting. The stimulant will be applied in conformance with the printed instructions of the root stimulant manufacturer.

Willow cuttings shall be positioned in the planting holes with approximately 2/3 of the cutting below finished grade. The cuttings will have a minimum of 3 to 5 bud scars exposed above the planting hole. After planting, the plant holes will be backfilled with excavated material and tamped to remove air pockets without damaging the cutting's bark. Cuttings shall be watered immediately after planting.

The Engineer shall inspect the planting site during and after installation and may request changes in materials of planting techniques prior to approval. Live poles shall be inspected by the Engineer prior to installation. The Engineer shall have the right to reject poles that do not comply with these planting specifications.

Replace section 20-3.02C(3)(d)(v) with:

Plant container plants as a final order of work in the fall. Do not distribute more plants than can be planted and watered on that day.

Plants shall be thoroughly irrigated when in the container directly prior to planting. Do not plant plants in soil that is too wet, too dry, not properly amended as described, or in an unsatisfactory condition for planting.

The side of the planting holes shall be scarified, watered-in, and allowed to drain before the plants are placed in the holes. Soil removed when the planting hole is created will be thoroughly broken up, used as backfill, and completely watered-in.

Plants shall be placed with the roots untangled and laid out in the planting hole to promote good root growth and prevent plants from becoming root bound. Roots shall be adequately protected at all times from sun and/or drying winds.

Plants shall be set in the planting hole so that the crown of the root ball is 1/2 inch above finished grade. The crown of the plant shall not be depressed.

A watering basin approximately 2 ft in diameter with a 3-inch berm shall be provided around each plant or cluster of plants.

Each plant shall be individually watered to reach the lower roots (12 inches) at the time of planting. The approximate amount of water applied shall be based on the size of the plant and determined in the field.

Water plants immediately after planting. Apply water until the backfill soil around and below the roots or ball of earth around the roots of each plant is thoroughly saturated. If watering with a hose, use a nozzle, water disbursement device, or pressure reducing device. Do not allow the full force of the water from the open end of the hose to fall within the basin around any plant. Several consecutive watering cycles may be necessary to thoroughly saturate the soil.

Add to section 20-4.01A:

This project has a Type 2 plant establishment period. The plant establishment period will be 1 year.

Add to section 20-4.03A:

If irregular or uneven areas appear within hydroseed areas, restore to a smooth and even appearance. Reseed hydroseed areas as ordered. Comply with section 21-1.03E. Reseeding hydroseed areas is change order work.

Remove trash on a semi-annual basis. All trash removed from the planting areas shall be

disposed of at an appropriate off-site location.

Replace section 20-4.03D with:

Control non-native invasive species and noxious weeds around the installed plants and in hydroseed areas in early spring, late spring, and mid-summer. Weed control shall consist of weeding inside the watering basins and weeding immediately around plants. Weed control shall be implemented using hand or mechanical removal techniques unless the weed infestation is so severe that herbicide application is necessary. Weed control activities shall be timed to occur just prior to the flowering period of non-native invasive species and noxious weeds to prevent seed development and dispersal. Before removing any poison hemlock, cotoneaster, or sweet fennel, cover seed pods or seed heads with clear plastic bags, and secure tightly to prevent seed dispersal. Ensure that plastic bags remain intact through disposal.

If herbicide application is necessary, it shall be accomplished in accordance with the following standards:

1. Only the use of United States EPA-approved herbicides suitable for aquatic settings (e.g. Rodeo, Aquamaster, or other herbicides(s) approved for use in aquatic settings) shall be permitted.
2. All herbicide use shall be subject to the prior approval of the Regional Water Quality Control Board.
3. Herbicide shall be applied by a licensed applicator.
4. No spraying shall be permitted if wind speed exceeds 3 miles per hour to prevent airborne transfer of herbicide.
5. Once non-native invasive species and noxious weeds are determined to be under control, hand-removal techniques shall be the primary method of control.
6. All non-native plant material removed from the mitigation areas shall be disposed of at an appropriate off-site location.

Replace section 20-4.03G with:

Irrigate plants with a tank truck, temporary/mobile water buffalo, or similar method. If watering with a hose, use a nozzle, water disbursement device, or pressure reducing device. Do not allow the full force of the water from the open end of the hose to fall within the basin around any plant.

Irrigation shall be applied during winters to supplement any deficiency in rainfall that may occur. Irrigation shall also be applied during summers as needed to ensure successful establishment of the plants. The need for supplemental irrigation shall be determined by the Engineer.

Generally, approximately 1 to 2 gallons of water will be used to irrigate each plant every 5 to 7 days. The specific amount and frequency of irrigation shall be determined by monitoring the level of water within Carmel River and/or conducting a test application in the late spring prior to each dry season. The test irrigation will entail monitoring the percolation rate and level of saturation of the soil. After the soil has reached its saturation point, the soil around the root zone shall be augured to determine if the water has percolated below the root zone. If not, the process shall be repeated until the desired results are achieved. The time required to achieve the goal shall determine the duration of each application.

Replace “Reserved” in Section 20-5.02B(6) with:

20-5.02B (6) High-Visibility Fence Edging

High-visibility fence edging shall comply with section 16-2.03B.

Add to section 20-5.02C(1):

Following completion of planting installation and hydroseed application, the planting area shall be delineated with high-visibility fencing to discourage encroachment of unauthorized maintenance activities within the revegetation areas during the plant establishment period.

Replace “Reserved” in Section 20-5.02C(5) with:

20-5.02C (5) High-Visibility Fence Edging

Install high-visibility fence edging as specified in section 16-2.03C.

Replace section 20-6 RESERVED with:

20-6 LARGE WOODY DEBRIS CLUSTER

20-6.01A General

20-6.01A (1) Summary

Section 20-6 includes specifications for constructing rootwads, rock slope protection, embankment, and planting willow cuttings for rootwad revetment.

Earthwork must comply with section 19.

20-6.01A (2) Definitions

Anchor Stone: Rocks placed to anchor and stabilize of rootwad

DBH: Diameter breast height measured 4.5 feet above ground or the base of the tree

Footer Log: Logs that are embedded in stream bank below rootwads to support and secure in place

Header Log: Logs that are placed on top of rootwads to support and secure in place

Rootwad: Root mass or root ball of a tree plus a portion of the trunk (log spur)

20-6.01A (3) Submittals

Submit the following:

1. At least 30 days before placing rootwads, submit a statement from the vendor that the order for the rootwads required has been received and accepted by the vendor. The statement from the vendor must include the plant species names, quantities, and anticipated delivery date.
2. Samples of logs with rootwads and footer logs: Logs with rootwads and footer logs must be approved before importation to the site. Submit five 5” X 7” color photographs of the logs, including a person for scale, 10 days before commencing work on the LWD features. Do not use pressure treated or otherwise chemically treated logs.
3. Samples of rocks: Rocks for use with the LWD features must be approved before importation to the site. Submit five 5” X 7” color photographs of at least 3 of the rocks, including a person for scale, 10 days before commencing work on the LWD features.
4. Delivery ticket with each load of imported rocks.

5. Submit a certificate of compliance for anchor stakes and cables.

20-6.01A (4) Quality Assurance

The Engineer inspects the rootwads and logs for diseases, infestations and physical defects that could compromise structural integrity of the rootwad or log spur.

If the Engineer finds noncompliant rootwads or logs, the root wad or log is rejected and must be replaced with suitable material.

20-6.01B Materials

20-6.01B (1) General

Not Used

20-6.01B (2) Rootwads and Logs

Rootwads and logs must be one of the following tree species

1. *Sequoia sempervirens* (Coast redwood))
2. *Sequoia giganteum* (Giant redwood)
3. *Calocedrus decurrens* (Incense cedar)
4. *Pseudotsuga menziesii* (Douglas fir)

Tree trunks must be fairly straight, and free of any splits, cracks, rot, or physical defects.

Logs and rootwads must be free of any diseases, pests, invasive non-native plant material and noxious weeds.

Douglas fir, live oak or other oak species, and cannot be sourced from an area with documented occurrences of Sudden Oak Death.

20-6.01B(2)(a) Rootwads

Rootwads must have:

1. A root mass or root ball at least 40 inches in diameter and 36 inches depth
2. A log spur trunk diameter between 18 to 24 inches DBH
3. A log spur trunk length between 8 to 12 feet

Rootwads must be well formed and free of earth and other objectionable material.

20-6.01B(2)(b) Header and Footer Logs

Header and footer logs must be between:

1. 18 to 24 inches DBH in diameter
2. 10 to 12 feet in length

20-6.01B (3) Anchor Stone

Rocks used as anchor stones must be minimum 24 to 36-inch diameter, 1T, Class VIII RSP under the table for Rock Gradation, and comply with section 72-2.

Rocks can be composed of a variety of rock types typically used in construction, such as igneous rocks (granite, diorite, basalt) or massive sedimentary rock (limestone, sandstone).

Rocks cannot have cracks, bedding planes, or other weaknesses.

Rocks cannot have cracks filled, or healed, with calcite.

20-6.01B (4) Backfill

Backfill for rootwad revetment must be 150 LB, Class III RSP, topsoil and a mixture of 20 percent compost and 80 percent topsoil as final cover.

RSP must comply with section 72-2.

Topsoil must be local topsoil. Comply with section 21-2.02. Compost must comply with section 21-2.02K.

20-6.01B (5) Log Anchor Stakes and Cable

Anchor stakes must be minimum No. 6 bar reinforcement or the sizes as shown and comply with section 52. Thread both ends of the bar reinforcement to receive washers and nuts.

Anchor cables must be commercial-quality galvanized steel wire rope in the size shown. Splices, and end loops must be made with metal clips or cable clamps.

Metal clips, cable clamps and other required fittings must be commercial-quality steel, malleable iron, or wrought iron.

Hardware must comply with section 75. Hot-dip galvanize hardware, metal clips, cable clamps, turnbuckles and other fittings under section 75-1.02B, except for malleable iron clips, clamps and washers.

Bolts and nuts must comply with ASTM A307.

Machine bolt heads and nuts must be regular square series and threads must be coarse thread series, Class 2 tolerance, all complying with ANSI Standard.

Washers must be cast iron ogee, malleable iron, plate, or cut washers.

20-6.01B (6) Compost Sock

Compost sock must be comply with section 21-2.02Q:

20-6.01C Construction

Coordinate with the Engineer so that the Engineer is present during the placement of the first LWD Cluster.

Excavate the slope and footing trench for rootwad revetment along the toe of the embankment slope, parallel with the flow line of the creek or stream.

Place footer logs in trench, parallel with the flow line of the creek or stream. Place anchor rocks at locations and in a manner that will secure the rootwad in place as shown.

DIVISION VIII MISCELLANEOUS CONSTRUCTION

72 SLOPE PROTECTION

Add to the end of Section 72-2.03C:

Place native material and Zone 4 plants above RSP as shown on the plans.

Replace Section 72-7 with:

72-7 ARTICULATED CONCRETE BLOCK (ACB) SYSTEMS

72-7.01 GENERAL

72-7.01A SUMMARY

Section 72-7 includes specifications for furnishing all labor, materials, equipment, and incidentals required for, and performing all operations in connection with, the installation of Articulated Concrete Block (ACB) system in accordance with the lines, grades, design, and dimensions shown on the Contract Drawings and as specified herein.

Articulated Concrete Blocks including blocks, cables, and fittings must conform to ASTM D6684, Standard Specification for Materials and Manufacture of Articulated Concrete Block Revetment System.

72-7.01B SUBMITTALS

Prior to construction, Contractor must submit evidence of full-scale hydraulic testing in accordance with ASTM D-7277, and if necessary, Factor of Safety (FoS) calculations in support of the proposed ACB system stamped and signed by a Professional Engineer licensed to practice in the state. The Contractor must also submit an appropriate geotextile, selected for the site being protected on the basis of the graduation and permeability of the surface soils.

The following project specific hydraulic requirements are to be utilized:

Location		Upstream	Upstream Face	Downstream Face	Downstream
River Station		1034.6	664.4 BR U	664.4 BR D	569
Channel Discharge (cfs)	Q	23,650	23,650	23,650	23,650
Cross section average velocity (fps)	Vavg	6.3	5.7	5.4	7.0
Maximum velocity (fps)	Vdes	7.4	7.7	7.0	8.3
Hydraulic radius (ft)	R	12.1	10.3	12.2	13.1
Maximum depth (ft)	y	24.6	24.5	25.2	22.2
Side slope	V:H	N/A	1.7:1	1.6:1	N/A
Average bed slope	So	0.0016	0.0209	-0.0305	0.0401
Slope of energy grade line	Sf	0.0023	0.0018	0.0013	0.0041
Channel top width	T	312	257	265	250
Radius of curvature	Rc	N/A	N/A	N/A	N/A
Rc/T	Rc/T	N/A	N/A	N/A	N/A
Bend coefficient	Kb	N/A	N/A	N/A	N/A

The Contractor must furnish manufacturer's certificates of compliance for ACB/mats, revetment cable, geotextile, and any revetment cable fittings and connectors. The Contractor must also furnish the manufacturer's specifications, literature, and shop drawings for the layout of the mats, installation and safety instructions, and any recommendations, if applicable, that are specifically related to the project.

72-7.01C QUALITY ASSURANCE

Materials must be handled in such a manner as to ensure delivery to the site in sound, undamaged condition. Materials delivered to the site must be inspected for damage, unloaded and stored with the minimum of handling. Material shall be kept free of dirt and debris.

Storage must be in accordance with manufacturer's requirements. Suppliers must own and operate their own manufacturing facility.

Supplier must submit a list of five (5) comparable projects, in terms of size and applications, in the United States, where the satisfactory performance of the specific ACB system can be verified after a minimum of five (5) years of service life.

Supplier's representative must be available for a pre-installation meeting a minimum of two weeks prior to starting the work of this section.

The manufacturer of the ACBs/mats must provide design and construction advice during the design and initial installation phases of the project when required or as necessary, at the discretion of the Engineer. The ACB supplier must provide, at a minimum, one full day or two half-days of on-site project support upon request.

Installer Qualifications: Minimum 2-year experience installing similar products.

72-7.01D ACCEPTABLE MANUFACTURERS:

1. Basalite
605 Industrial Way
Dixon, CA 95620-9779
Phone: 707-678-1901
1201 Golden State Boulevard
Selma, CA 93662
Phone: 559-896-1649

2. Contech Engineered Solutions
9025 Centre Pointe Drive
West Chester, OH 45069
Phone: 1-800-338-1122
info@conteches.com

Substitution must be approved by the engineer.

72-7.02 MATERIALS

72-7.02A GENERAL

All ACB mats must be prefabricated as an assembly of concrete blocks having specific hydraulic capacities and laced with revetment cables. The ACB system may also be assembled on-site by hand-placing the individual units either with or without subsequent insertion of cables.

The ACB mats must be placed on a filter fabric as specified herein. The filter fabric will not be permanently affixed or otherwise adhered to the blocks or mats; i.e., the filter fabric must be independent of the block system.

72-7.02B ARTICULATED CONCRETE BLOCKS

1. Manufacturing must conform to the current version of ASTM D-6684, *Standard Specification for Materials and Manufacture of Articulated Concrete Block (ACB) Revetment Systems*.
2. Cementitious Materials - Materials shall conform to the following applicable ASTM specifications:
 - 2.1 Portland Cements - Specification C 150, for Portland Cement.
 - 2.2 Blended Cements - Specification C 595, for Blended Hydraulic Cements.
 - 2.3 Hydrated Lime Types - Specification C 207, for Hydrated Lime Types.
 - 2.4 Pozzolans - Specification C 618, for Fly Ash and Raw or Calcined Natural Pozzolans for use in Portland Cement Concrete.
 - 2.5 Aggregates – Specification C 33, for Concrete Aggregates, except that grading requirements shall not necessarily apply.
3. Casting: The ACB units must be produced using a dry cast method.
4. Physical Requirements: At the time of delivery to the work site, the ACB units must conform to the physical requirements prescribed in the table below.

PHYSICAL REQUIREMENTS

Compressive Strength Net Area Min. psi		Water Absorption Max. lb/ft ³	
Avg. of 3 units	Individual Unit	Avg. of 3 units	Individual Unit
4,000	3,500	9.1	15.1

5. Visual Inspection

- 5.1 All units must be sound and free of defects which would interfere with the proper placement of the unit, or which would impair the performance of the system.
- 5.2 Cracks exceeding 0.25 inches in width and/or 1.0 inch in depth shall be deemed grounds for rejection. Chipping resulting in a weight loss exceeding 5% of the average weight of a concrete unit shall be deemed grounds for rejection.
- 5.3 Blocks rejected prior to delivery from the point of manufacture must be replaced at the manufacturer's expense. Blocks rejected at the job site must be repaired with structural grout or replaced upon request at the expense of the Contractor.
- 5.4 The owner shall be afforded access to the relevant manufacturing facility or facilities, if desired, in order to inspect and/or sample the ACB units from lots ready for delivery prior to release for delivery to the job site.

72-7.02C REVETMENT CABLES AND FITTINGS

1. Polyester Revetment Cable and Fittings
 - 1.1 Revetment cable must be constructed of high tenacity, low elongating, and continuous filament polyester fibers. Cable must consist of a core construction comprised of parallel fibers contained within an outer jacket or cover.
 - 1.2 The size of the revetment cable must be selected such that the minimum acceptable strength is at least five (5) times that required for lifting of the mats, in accordance with ASTM D-6684 paragraph 5.5.2. This design must include a reduction factor for splicing of 60%, unless a larger factor can be substantiated by laboratory testing.
 - 1.3 The revetment cable must exhibit resistance to most concentrated acids, alkalis and solvents. Cable must be impervious to rot, mildew and degradation associated with marine organisms. The materials used in the construction of the cable must not be affected by continuous immersion in fresh or salt water.
 - 1.4 Selection of cable and fittings must be made in a manner that ensures a safe design factor for mats being lifted from both ends, thereby forming a catenary. Consideration must be taken for the bending of the cables around hooks or pins during lifting. Fittings such as sleeves and stops must be aluminum and washers must be plastic unless otherwise shown on the Contract Drawings.

2. Galvanized Steel Revetment Cable and Fittings

- 2.1 Revetment cable must be constructed of preformed galvanized aircraft cable (GAC). The cables must be made from individual wires and strands that have been formed during the manufacture into the shape they have in the finished cable.
- 2.2 Cable must consist of a core construction comprised of seven (7) wires wrapped within seven (7) or nineteen (19) wire strands.
- 2.3 The size of the revetment cable must be selected such that the minimum acceptable strength is at least five (5) times that required for lifting of the mats, in accordance with ASTM D-6684 paragraph 5.5.2. This design must include a reduction factor for splicing of 75%, unless a larger factor can be substantiated by laboratory testing.
- 2.4 The revetment cable must exhibit resistance to mild concentrations of acids, alkalis, and solvents. Fittings such as sleeves and stops must be aluminum, and the washers must be galvanized steel or plastic. Furthermore, depending on material availability, the cable type (7x7 or 7x19) can be interchanged while always ensuring the required factor of safety for the cable.
- 2.5 Selection of cable and fittings must be made in a manner that ensures a safe design factor for mats being lifted from both ends, thereby forming a catenary. Consideration must be taken for the bending of the cables around hooks or pins during lifting. Fittings such as sleeves and stops shall be aluminum and washers must be plastic unless otherwise shown on the Contract Drawings.

72-7.02D FILTER FABRIC

1. Filter fabric must be RSP Fabric (Class 8) conforming to section 96-1.02I.
2. The filter fabric will not be permanently affixed or otherwise adhered to the blocks or mats; i.e., the filter fabric must be independent of the block system.
3. Handle and place the fabric under manufacturer's instructions and as indicated herein.

72-7.03 CONSTRUCTION

72-7.03A SUBGRADE PREPARATION

1. All subgrade preparation must be performed in accordance with the current version of ASTM D 6884, *Standard Practice for Installation of Articulated Concrete Block (ACB) Revetment Systems*.
2. The slope must be graded to a smooth plane surface to ensure that intimate contact is achieved between the slope face and the geotextile (filter fabric), and between the geotextile and the entire bottom surface of the individual ACBs. All slope deformities, roots, grade stakes, and stones which project normal to the local slope face must be re-graded or removed. No holes, "pockmarks", slope board teeth marks, footprints, or other voids greater than 0.5 inch in depth normal to the local slope face will be permitted. No grooves or depressions greater than 0.5 inches in depth normal to the local slope face with a dimension exceeding 1.0 foot in any direction will be permitted. Where such areas are evident, they must be brought to grade by placing compacted homogeneous material.

3. Excavation and preparation for all termination trenches or aprons must be done in accordance with the lines, grades and dimensions shown in the Contract Drawings. The termination trench hinge-point at the top of the slope must be uniformly graded such that no dips or bumps greater than 0.5 inches over or under the local grade occur. The width of the termination trench hinge-point must also be graded uniformly to ensure intimate contact between all ACBs and the underlying grade at the hinge-point.
4. Immediately prior to placing the filter fabric and ACB mats, the prepared subgrade must be inspected. No fabric or blocks will be placed thereon until that area has been approved by the engineer.

72-7.03B PLACEMENT OF GEOTEXTILE FILTER FABRIC

1. All placement and preparation must be performed in accordance with the current version of ASTM D6884, *Standard Practice for Installation of Articulated Concrete Block (ACB) Revetment Systems*. Filter fabric will be placed within the limits of ACBs shown on the Contract Drawings.
2. Place filter fabric according to section 72-1.03. The filtration geotextile will be placed directly on the prepared area, in intimate contact with the subgrade, and free of folds or wrinkles. The geotextile will not be walked on or disturbed when the result is a loss of intimate contact between the ACB and the geotextile or between the geotextile and the subgrade. The geotextile filter fabric will be placed so that the upstream strip of fabric overlaps the downstream strip. The longitudinal and transverse joints will be overlapped at least two (2) feet for dry installations and at least three (3) feet for below-water installations. The geotextile will extend at least one (1) foot beyond the top and bottom revetment termination points. If ACBs are assembled and placed as large mattresses, the top lap edge of the geotextile must not occur in the same location as joints between ACB mats unless the space is concrete filled.

72-7.03C PLACEMENT OF THE ACBS/MATS

1. ACB placement and preparation must be performed in accordance with the current version of ASTM D6884, *Standard Practice for Installation of Articulated Concrete Block (ACB) Revetment Systems*. ACB block/mats will be constructed within the specified lines and grades shown on the Contract Drawings.
2. Field installation must be consistent with the way the system was installed in preparation for hydraulic testing pursuant to the current version of ASTM D 7277, *Standard Test Method for Performance Testing of Articulated Concrete Block (ACB) Revetment Systems for Hydraulic Stability in Open Channel Flow*. Any external restraints, anchors, or other ancillary components (such as synthetic drainage mediums) must be employed as they were during testing; e.g., if the hydraulic testing installation utilized a drainage layer, then the field installation must also utilize a drainage layer. This does not preclude the use of other section components for other purposes, e.g., a geogrid for strengthening the subgrade for vehicular loading, or an intermediate filter layer of sand to protect very fine-grained native soils.

3. The subgrade must be prepared in such a manner as to produce a smooth plane surface prior to placement of the ACBs or mats. No individual block within the plane of placed ACBs will protrude more than 0.5 inch. ACBs must be flush and develop intimate contact with the subgrade section. Proposed hand placing is only to be used in limited areas or manufacturers' mat layout drawings.
4. If assembled and placed as large mattresses, the ACB mats must be attached to a spreader bar or other approved device to aid in the lifting and placing of the mats in their proper position by the use of a crane or other approved equipment. The equipment used must have adequate capacity to place the mats without bumping, dragging, tearing or otherwise damaging the underlying fabric. The mats will be placed side-by-side and/or end-to-end so that the mats abut each other or be connected with a concrete joint as shown on the plans. Mat seams or openings between mats greater than two (2) inches will be backfilled with 4000 psi. non-shrink grout, concrete or other approved material. Gaps between adjacent mats must not exceed three (3) inches. Whether placed by hand or in large mattresses, distinct changes in grade that result in a discontinuous revetment surface in the direction of flow will require backfill at the grade change location so as to produce a continuous surface.
5. Termination trenches will be backfilled and compacted flush with the top of the blocks. The integrity of the trench backfill must be maintained so as to ensure a surface that is flush with the top surface of the ACBs for its entire service life. Termination trenches will be backfilled as shown on the on Section C-C and D-D on Scour Protection Details No. 1 & 2 of the Contract Drawings. Backfilling and compaction of trenches will be completed in a timely fashion. No more than 500 linear feet of placed ACBs with non-completed termination trenches will be permitted at any time.
6. The cells or openings in the ACBs will be backfilled and compacted with native material and planted as shown on the plans. Backfilling and compaction will be completed in a timely manner so that no more than 500 square feet of exposed mats exist at any time.

72-7.04 PAYMENT

[Not Used.](#)

Replace Section 72-8 RESERVED with: 72-8 GRAVEL FILTERS

72-8.01A General

The gravel filter is associated with streambank rock slope protection (RSP) revetments and used as a buffer between native base soil and RSP to reduce base soil migration and promote free passage of subsurface drainage.

Gravel filter includes its placement on streambank subgrade as shown on the plans.

72-8.01B Materials

The gravel filter will consist of hard, durable, clean and washed, gravel, cobble, crushed stone, crushed

rock, or any combination of these free from organic material, clay balls, or other deleterious substances.

The aggregate used in the gravel filter must have a durability index not less than 40 and must contain at least 90 percent crushed particles when tested under California Test 205.

The percentage composition by weight of gravel filter in place must comply with the grading requirements shown in the following table:

Gravel Filter Grading Requirements:

Sieve Size	Percent (%) Passing
6"	95-100
4"	65-95
3"	30-65
2"	20-35
1 ½"	10-25
1"	0-10

72-8.01C Construction

Deliver uniform mixture of gravel filter to the site. Spread uniform mixture in layers and shape to thickness and limits shown using suitable equipment.

Local surface irregularities of the gravel filter aggregate must not vary from the planned slope by more than 2 inches as measured at right angles to the slope.

72-8.01D Payment

The quantity of gravel filter is based on the dimensions shown on the plans.

APPENDIX I - SAMPLE CONTRACT

SAMPLE CONTRACT

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 385165

THIS AGREEMENT (hereafter, "agreement" or "instrument"), 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," (collectively referred to as "the parties".)

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:

**ROBINSON CANYON ROAD BRIDGE SCOUR COUNTERMEASURE PROJECT
PROJECT NO. 385165
State Project No: 05930265L
Federal Aid Project No: BHLO-5944(099)**

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, the revised Standard Specifications dated April 16, 2021, and the Standard Plans dated 2018, including issued revision, of the State of California, Department of Transportation.
- (b) A set of plans and cross sections (when applicable) entitled:

**ROBINSON CANYON ROAD BRIDGE SCOUR COUNTERMEASURE PROJECT
PROJECT NO. 385165
State Project No: 05930265L
Federal Aid Project No: BHLO-5944(099)**

- (c) The Special Provisions for the work
- (d) The Notice to Bidders calling for bids
- (e) The required Payment and Performance bonds
- (f) Federal Wage Rates
- (g) Certificate of Insurance
- (h) Form FHWA-1273
- (i) The accepted bid/proposal including the following:
 - (1) List of Subcontractors
 - (2) Equal Employment Opportunity Certification
 - (3) Public Contract Code
 - Section 10285.1 Statement
 - Section 10162 Questionnaire
 - Section 10232 Statement
 - (4) Noncollusion Declaration
 - (5) Debarment and Suspension Certification
 - (6) Nonlobbying Certification For Federal-Aid Contracts
 - (7) Disclosure of Lobbying Activities
 - (8) Instructions For Completion of SF-LLL, Disclosure of Lobbying Activities
 - (9) Statement Concerning Employment of Undocumented Aliens
 - (10) Contractor's Certificate As To 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/her/its/their employees.

3. CONTRACT PRICE

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

ROBINSON CANYON ROAD BRIDGE SCOUR COUNTERMEASURE PROJECT
PROJECT NO. 385165
State Project No: 05930265L
Federal Aid Project No: BHLO-5944(099)

ITEM NO.	ITEM CODE	F,	CONTRACT ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
1	021464		RESIDENT ENGINEERS OFFICE	LS	1		
2	080050		PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1		
3	100200A		CONSTRUCTION STAKING	LS	1		
4	120090		CONSTRUCTION AREA SIGNS	LS	1		
5	120100		TRAFFIC CONTROL SYSTEM	LS	1		
6	130100		JOB SITE MANAGEMENT	LS	1		
7	130300		PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1		
8	130310		RAIN EVENT ACTION PLAN	EA	2		
9	130320		STORM WATER SAMPLING AND ANALYSIS DAY	EA	1		
10	130330		STORM WATER ANNUAL REPORT	EA	1		
11	130640		TEMPORARY FIBER ROLL	LF	2000		
12	130680		TEMPORARY SILT FENCE	LF	2000		
13	130710		TEMPORARY CONSTRUCTION ENTRANCE	EA	1		
14	130720		TEMPORARY CONSTRUCTION ROADWAY	SQYD	580		
15	130730		STREET SWEEPING	LS	1		
16	130900		TEMPORARY CONCRETE WASHOUT	EA	1		
17	131103		WATER QUALITY SAMPLING AND ANALYSIS DAY	EA	100		
18	033889		TEMPORARY CREEK DIVERSION SYSTEM	LS	1		
19	146002		CONTRACTOR-SUPPLIED BIOLOGIST (LS)	LS	1		
20	160110		TEMPORARY HIGH-VISIBILITY FENCE	LF	1730		
21	170103		CLEARING AND GRUBBING (LS)	LS	1		

22	190101		ROADWAY EXCAVATION	CY	380		
23	190123		ROADWAY EXCAVATION (TOPSOIL)	CY	1240		
24	192001A		STRUCTURE EXCAVATION (ARTICULATED CONCRETE BLOCK)	CY	431		
25	192032		STRUCTURE EXCAVATION (ROCK SLOPE PROTECTION)	CY	1310		
26	193001	F	STRUCTURE BACKFILL	CY	44		
27	198051A		GRAVEL EMBANKMENT	CY	320		
28	204008		PLANT (GROUP H)	EA	40		
29	204013		PLANT (GROUP M)	EA	1000		
30	204035		PLANT (GROUP A)	EA	75		
31	204036		PLANT (GROUP B)	EA	26		
32	204099		PLANT ESTABLISHMENT WORK	LS	1		
33	210110		IMPORTED TOPSOIL (CY)	CY	1410		
34	210430		HYDROSEED	SQFT	100600		
35	390132		HOT MIX ASPHALT (TYPE A)	TON	1		
36	394073		PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	47		
37	398100		REMOVE ASPHALT CONCRETE DIKE	LF	47		
38	510050	F	STRUCTURAL CONCRETE	CY	59		
39	511106		DRILL AND BOND DOWEL	LF	21		
40	720110A	F	GRAVEL FILTER	CY	132		
41	723110	F	ROCK SLOPE PROTECTION (1/2 T, Class VII, METHOD B) (CY)	CY	1163		
42	011338		LARGE WOODY DEBRIS CLUSTER	EA	5		
43	727000A		ARTICULATED CONCRETE BLOCK (ACB) MAT	SQYD	794		
44	729011		ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SQYD	1247		
45	995200		IRRIGATION WATER SERVICE CHARGES	LS	1		
46	999990		MOBILIZATION	LS	1		
TOTAL COST							

F – Final Pay Item

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date 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:

APPROVE AS TO FISCAL TERMS

By: _____
Name: Randell Ishii
Director of Public Works, Facilities and
Title: Parks
Dated: _____

By: _____
Name: Ma Mon
Title: Chief Deputy Auditor-Controller
Date: _____

APPROVED AS TO FORM

APPROVE AS TO INDEMNITY/
INSURANCE LANGUAGE

By: _____
Name: Marry Grace Perry
Title: Deputy County Counsel
Date: _____

By: _____
Name: Leslie J. Girard
Title: County Counsel
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 (2) specified officers per California Corporation Code Section 313. If Contractor is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signature of two (2) managing members. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

COUNTY OF MONTEREY

PAYMENT BOND

(Civil Code Section 9550)

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

ROBINSON CANYON ROAD BRIDGE SCOUR PROJECT

PROJECT NO. 385165

State Project No: 05930265L

Federal Aid Project No: BHLO-5944(099)

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

NOW, THEREFORE, we _____, as Principal, and _____ as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), and to the persons named in California Civil Code section 9100 in the penal sum of _____ Dollars (\$ _____) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

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

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

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

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

IN WITNESS WHEREOF the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal

By _____

Name and Title _____

(Corporate Seal)

Surety

By _____

Name and Title _____

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

COUNTY OF MONTEREY

PERFORMANCE BOND

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

ROBINSON CANYON ROAD BRIDGE SCOUR PROJECT

PROJECT NO. 385165

State Project No: 05930265L

Federal Aid Project No: BHLO-5944(099)

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

NOW, THEREFORE, we _____, as Principal, and _____

_____ as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), in the penal sum of _____

Dollars (\$ _____), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, as Contractor, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall defend, indemnify and save harmless the County, the members of its board of supervisors, and its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

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

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

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

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

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal

By _____

Name and Title _____

(Corporate Seal)

Surety

By _____

Name and Title _____

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

APPENDIX II – EXHIBITS AND FORMS

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

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
 FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
(DBE), FIRST-TIER

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

CEM-2402F (REV 02/2008)

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES NO.	FEDERAL AID PROJECT	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE
PRIME CONTRACTOR				BUSINESS ADDRESS			ESTIMATED CONTRACT AMOUNT \$
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT			DATE OF FINAL PAYMENT
				NON-DBE	DBE	DATE WORK COMPLETE	
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
ORIGINAL COMMITMENT							
\$			TOTAL	\$	\$		
DBE							
<p>List all First-Tier Subcontractors, IDisadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.</p>							

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE		BUSINESS PHONE NUMBER	DATE
TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
RESIDENT ENGINEER'S SIGNATURE		BUSINESS PHONE NUMBER	DATE

Copy Distribution-Caltrans contracts: **Original** - District Construction **Copy**- Business Enterprise Program **Copy**- Contractor **Copy** Resident Engineer
 Copy Distribution-Local Agency contracts: **Original** - District Local Assistance Engineer **Copy**- District Local Assistance Engineer **Copy**- Local Agency file

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 using 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 Nos.) and description of the work performed and the 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 (6) 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 Status	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 (6) 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.

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

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

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

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

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

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

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

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

RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE
-------------------	-----------------------	------

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

Form CP-CEM 2403(F) (New 10/99)
DISADVANTAGED BUSINESS ENTERPRISES (DBE) CHANGE IN CERTIFICATION
STATUS REPORT

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

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

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

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

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

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

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

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

FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTOR'S ANNUAL EEO REPORT

U.S. DEPARTMENT OF TRANSPORTATION												OMB NO. 2125-0019						
FEDERAL HIGHWAY ADMINISTRATION												Local Agency Contract No.						
FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTOR'S ANNUAL EEO REPORT												Report For JULY ____ 20__						
1. CHECK APPROPRIATE BLOC Contractor			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 Month and Year Number of Employees					
10. EMPLOYMENT DATA																		
JOB CATEGORIES	TOTAL EMPLOYEES		TOTAL MINORITIES		BLACK Not of Hispanic		HISPANIC		AMERICAN INDIAN OR ALASKAN NATIVE		ASIAN OR PACIFIC		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																		
TOTAL																		
Table C																		
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																		

LOCAL AGENCY CONTRACTORS AND SUBCONTRACTORS INSTRUCTIONS FOR
COMPLETING FHWA 1391 FORM

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

WHO MUST REPORT:

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

REPORT DATA:

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

DUE DATE:

Due on or before the 15th of August.

DEFINITION OF TERMS:

OFFICIALS (Managers): Officers, project engineers, superintendents, etc., who have management level responsibility and authority.

SUPERVISORS: All levels of Project supervision, if any, between management and foremen levels.

FOREMEN/WOMEN: Men and women in direct charge of crafts workers and laborers performing work on the Project.

MECHANICS: Equipment service and maintenance personnel.

LABORERS, SEMI-SKILLED: All laborers classified by specialized type of work.

LABORERS, UNSKILLED: All Non-classified laborers.

OTHERS: Miscellaneous job classifications are to be incorporated in the most appropriate category listed on the form. All employees on the Project should be accounted for.

BLOCK ENTRIES

- (1) CHECK APPROPRIATE BLOCK – Check only one (1) 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 CONSTRUCTION DATE – Enter date construction began.
- (8) DOLLAR AMOUNT OF CONTRACT – Enter dollar amount of Contract, including amended amounts.
- (9) ESTIMATED PEAK EMPLOYMENT –
 - (a) Month and Year – Enter month and year of peak employment during the life cycle of the Contract.
 - (b) Number of Employees – Enter number of employees, based on the peak employment during the life of the Contract.
- (10) EMPLOYMENT DATA –
 - (Table A) – Enter number of employee(s) based on race, gender and job category during the reporting period.
 - (Table B) – Enter number of apprentice(s) and on-the-job trainee(s) based on gender and job category during the reporting period.
 - (Table C) – Enter number of apprentice(s) and on-the-job trainee(s) based on race and gender during the reporting period.
- (11) PREPARED BY – Signature and Title of Contractor’s Representative certifying the reported data to be true.
- (12) REVIEWED BY – Signature and Title of Local Agency Official reviewing data.

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

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

FORM FHWA-1022



NOTICE

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

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

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

Whoever knowingly makes any false statement or false representation as to a material fact in any statement, certificate, or report submitted pursuant to the provision of the Federal Aid Road Act approved July 11, 1916 (39 Stat. 355) as amended and supplemented,

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

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

State Transportation Agency	U.S. Department of Transportation Hotline for Fraud, Waste, & Abuse 1-800-424-9071	Federal Highway Administration Division Administrator
-----------------------------	---	--

FHWA Form-1022 (Revised May2015)

ANTI-LOBBYING CLAUSE CERTIFICATION FOR SOLICITATION – CONTRACTS OVER \$100,000, FILED WITH COUNTY BY CONTRACTOR

1.1. Anti-Lobbying Clause Certification for Solicitation:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [CONTRACTOR] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the **undersigned shall complete and submit Standard Form-LLL**, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of CONTRACTOR’s Authorized Official

Name and Title of CONTRACTOR’s Authorized Official

Standard Form LLL: <https://www.hudexchange.info/resources/documents/HUD-Form-Sflll.pdf>