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**MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY**

PUBLIC WORKS, FACILITIES AND PARKS

BOOK ONE

**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS**

**NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202**

State Project No: 05142274L

Federal Aid Project No: STPLX-5944(139)

September 2020



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

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RESOURCE MANAGMEMENT AGENCY

Carl Holm, Resource Management Agency Director

**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS**

**NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202
State Project No: 05142274L
Federal Aid Project No: STPLX-5944(139)**

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

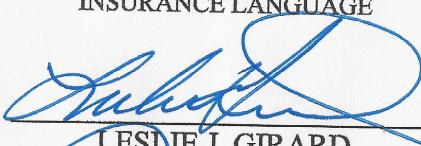
APPROVED AS TO FORM

Mary Grace
Perry

Digitally signed by Mary
Grace Perry
Date: 2020.09.03
11:53:13 -07'00'

MARY GRACE PERRY
Deputy County Counsel
Date: September 3, 2020

APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE


LESLIE J. GIRARD
County Counsel-Risk Manager
Date: 9/10/20

APPROVED AS TO FISCAL TERMS


GARY GIBONEY
Chief Deputy Auditor Controller
Date: _____

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

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Douglas Poochigian

Date



M. Harms

Mahvash M. Harms

Date



Bala Rajappan

Bala Rajappan

Date



Gary Parikh

July 29, 2020

Gary Parikh

Date



TABLE OF CONTENTS

TABLE OF CONTENTS	1
STANDARD PLANS LIST	6
NOTICE TO BIDDERS	9
DIVISION I GENERAL PROVISIONS	11
1 GENERAL.....	11
1-1.03 SPECIFICATIONS AND PLANS:	11
1-1.03A INTERPRETATION OF STANDARD SPECIFICATIONS:	11
1-1.13 DEFINITIONS:	11
1-1.13A DEFINITIONS IN SPECIAL PROVISIONS:.....	12
1-1.13B STATE HOLIDAYS:.....	12
2 BIDDING	13
2-1.05 GENERAL:	13
2-1.08 JOB SITE AND DOCUMENT EXAMINATION:	13
2-1.08A SUPPLEMENTAL PROJECT INFORMATION:.....	14
2-1.11 SUBCONTRACTORS LIST:.....	14
2-1.13 DISADVANTAGE BUSINESS ENTERPRISE (DBE):.....	14
a. DBE Commitment Submittal (CT Standard Spec 2-1.12B(2))	15
b. Good Faith Efforts Submittal	16
c. Exhibit 15-G - Construction Contract DBE Commitment	17
d. Subcontractor and Disadvantaged Business Enterprise Records.....	17
e. Performance of Disadvantaged Business Enterprises.....	18
2-1.44 BID OPENING:.....	19
2-1.44A BID RIGGING:	19
3 CONTRACT AWARD AND EXECUTION	19
3-1.01A GENERAL:	19
3-1.04A CONTRACT AWARD:.....	19
3-1.05A CONTRACT BONDS (PUB. CONT. CODE 10221 AND 10222):.....	20
3-1.06A CONTRACTOR LICENSE:.....	20
3-1.09 CONTRACTOR REGISTRATION WITH THE DEPARMENT OF INDUSTRIAL RELATIONS:	21
4 SCOPE OF WORK.....	21
4-1.03A WORK DESCRIPTION	21
4-1.05D BALANCING CHANGE ORDER:.....	21
4-1.06A CHANGED CONDITION:.....	21
a. Differing Site Conditions	21
b. Suspensions of Work Ordered by the Engineer	22
c. Significant Changes in the Character of Work	22
5 CONTROL OF WORK.....	23
5-1.05 ORDER OF WORK:	23
5-1.10 CONTRACTOR'S RESPONSIBILITY FOR SUBCONTRACTING:	24
5-1.13E DISADVANTAGE BUSINESS ENTERPRISES (DBE) RECORDS:.....	24
5-1.26 CONSTRUCTION SURVEYS:	24
5-1.32A AREAS FOR USE BY CONTRACTOR:	25
5-1.32B AREAS FOR CONTRACTOR'S USE:.....	25
a. Utility Relocation and Contractor-Arranged Time for the Relocation	26
6 CONTROL OF MATERIALS.....	27
6-1.01A GENERAL:	27
6-1.02A DEPARTMENT-FURNISHED MATERIALS:	27

6-1.03B SUBMITTALS:.....	27
6-1.03B(2) ANALYTICAL TEST RESULTS	28
6-1.03B(3) SAMPLE AND ANALYSIS.....	28
6-1.03C LOCAL MATERIAL MANAGEMENT:.....	29
6-1.04A BUY AMERICA:	29
6-1.06 BUY CLEAN CALIFORNIA ACT:	30
6-1.06A SUMMARY:	30
6-1.06B DEFINITIONS:.....	31
6-1.06C SUBMITTALS:	31
6-1.06D QUALITY ASSURANCE:.....	31
6-2.01C(1) DEPARTMENT AUTHORIZED MATERIAL LIST:	32
6-2.01F QUALITY ASSURANCE :	32
6-2.01G RELATIVE COMPACTION:	32
7 LEGAL RELATIONS AND RESPONSIBILITY.....	32
7-1.02J(i) LABOR NON DISCRIMINATION:	33
7-1.02J(ii) LABOR CODE REQUIREMENT:.....	33
7-1.02K(6)(f) GENERAL PREVAILING WAGE RATES:.....	33
7-1.02K(6)(g) PAYROLL RECORDS:	33
7-1.02K(6)(iii) EARTH MATERIAL CONTAINING LEAD	34
7-1.02M(4) SURFACE MINING AND RECLAMATION ACT:.....	34
7-1.04A PUBLIC SAFETY:.....	35
7-1.05D INDEMNIFICATION AND INSURANCE:.....	35
7-1.06J WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:.....	36
7-1.11B(1) FORM FHWA -1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS: ..	36
7-1.11C(1) FEMALE AND MINORITY GOALS:	48
7-1.11D(1) FEDERAL TRAINEE PROGRAM:	49
7-1.12 TITLE VI ASSURANCES	51
7-1.13 USE OF UNITED STATES-FLAG VESSELS.....	52
8 PROSECUTION AND PROGRESS	53
8-1.04C DELAYED START:	53
8-1.10D BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES:	54
8-1.03 PRE-CONSTRUCTION CONFERENCE:.....	54
8-1.02A(i) SCHEDULE:.....	55
9 PAYMENT	55
9-1.03A PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS:	55
9-1.06E INCREASED AND DECREASED QUANTITIES:.....	55
9-1.16E(6) PROGRESS PAYMENTS AND PAYMENTS AFTER CONTRACT ACCEPTANCE:	56
9-1.22 ARBITRATION:.....	56
DIVISION II GENERAL CONSTRUCTION	59
10 GENERAL.....	59
11 WELDING	59
11-2.01 GENERAL:	59
12 TEMPORARY TRAFFIC CONTROL	59
12-3.00B(5)(a) CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGNS:	60
12-3.11C(3)(a) CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGNS:	60
13 WATER POLLUTION CONTROL	62
14 ENVIRONMENTAL STEWARDSHIP	63
14-6.05 INVASIVE SPECIES CONTROL:	76
14-11.13D(1) GENERAL:	78
14-11.13D(3) SOIL SAMPLING FOR DEBRIS CONTAINMENT:	79
14-11.17 PAINT CONTAINING LEAD.....	80

14-12.04 PERMIT LIMITS ON CONSTRUCTION WITHIN THE RIVER CHANNEL:	80
15 EXISTING FACILITIES	81
15-1.03D REMOVE CHAIN LINK FENCE:	81
15-1.03E REMOVE CULVERT:	81
15-1.03F REMOVE DRAINAGE FACILITIES:	81
DIVISION III EARTHWORK AND LANDSCAPE	82
17 GENERAL.....	82
19 EARTHWORK.....	82
19-2.05 GRADING FOR WETLAND:	82
19-3.03D(1) RETAINING WALL EXCAVATION AND BACKFILL:	84
19-3.03D(2) FOUNDATION EXCAVATIONS:	84
19-3.03D(3) RETAINING WALL DRAINAGE:	84
19-3.03D(4) RETAINING WALL 1 AND 2 EXCAVATION:	84
19-3.03D(5) RETAINING WALL 1 EXCAVATION PAYMENT:	84
19-3.03D(6) RETAINING WALL 2 EXCAVATION PAYMENT:	84
20 LANDSCAPE	85
20-3.01B(2)(b)(v) REVEGETATION PLANTING:	85
20-3.01B(2)(b)(vi) WILLOW & MULEFAT RIPARIAN SCRUB PLANT:	86
20-3.01B(2)(b)(vii) VALLEY OAK RIPARIAN WOODLAND:	87
20-3.01B(2)(b)(viii) WETLAND PLANTS:	88
20-4.03H PEST CONTROL:	89
21 EROSION CONTROL	89
21-2.02L BIO-TREATMENT SOIL MIX:	89
21-2.03K EROSION CONTROL (HYDROSEED):	92
DIVISION V SURFACINGS AND PAVEMENTS	93
39 ASPHALT CONCRETE	93
39-2.01C(3)(c) PRIME COAT:	93
DIVISION VI STRUCTURES.....	93
47 EARTH RETAINING SYSTEMS.....	93
47-4 BLOCK RETAINING WALL:	93
48 TEMPORARY STRUCTURES.....	94
48-7 RESIDENT ENGINEER'S OFFICE:	96
49 PILING	98
50 PRESTRESSING CONCRETE.....	103
51 CONCRETE STRUCTURES	103
51-1.01D(1) AIRBORNE EMISSIONS MONITORING:	104
51-1.03A SUPERELEVATIONS ON BRIDGE:	105
51-8 RETAINING WALL TYPE 1:	106
52 REINFORCEMENT.....	106
59 STRUCTURAL STEEL COATINGS	107
59-2.01A(3)(b): SSPC-QP CERTIFICATION:	107
60 EXISTING STRUCTURES	107

DIVISION VII DRAINAGE FACILITIES	111
64 PLASTIC PIPE	111
64-2.02F 18" STORM DRAIN CULVERT (HDPE):	111
65 CONCRETE PIPE	111
65-4 18" RCP, CLASS III:	111
68 SUBSURFACE DRAINS.....	111
68-8 PERMEBLE MATERIAL:.....	111
68-9 6" PERFORATED PLASTIC PIPE UNDERDRAIN:	112
70 MISCELLANEOUS DRAINAGE FACILITIES	112
70-7.01D UTILITY CONDUITS:	112
70-8 PRECAST DRAINAGE INLET:	112
71 EXISTING DRAINAGE FACILITIES	113
71-6.03A GENERAL:	113
71-6.03B MATERIALS:.....	113
71-6.03C CONSTRUCTION:.....	113
71-6.03D PAYMENT:.....	113
DIVISION VIII MISCELLANEOUS CONSTRUCTION	114
72 SLOPE PROTECTION.....	114
72-7 ROCK SLOPE PROTECTION (NO. 3, METHOD B) AT DRAINAGE CULVERT OUTLETS:	114
78 INCIDENTAL CONSTRUCTION	114
80 FENCES.....	114
80-2.02A FENCE POSTS:.....	114
DIVISION IX TRAFFIC CONTROL DEVICES	114
83 RAILINGS AND BARRIERS.....	114
83-2.02C(3) TYPE WB-31 TRANSITION RAILINGS:.....	115
83-2.04 TERMINAL SYSTEMS:	115
83-2.04B(1) GENERAL:	115
83-2.04B(1)(a) SUMMARY:.....	115
83-2.04B(1)(b) DEFINITIONS:	115
83-2.04B(1)(c) SUBMITTALS:	115
83-2.04B(1)(d) QUALITY ASSURANCE:.....	115
83-2.04B(2) MATERIALS:	115
83-2.04B(3) CONSTRUCTION:	116
83-2.04B(4) PAYMENT:	116
83-2.04C(1) GENERAL:	117
83-2.04C(1)(a) SUMMARY:.....	117
83-2.04C(1)(b) DEFINITIONS:	117
83-2.04C(1)(c) SUBMITTALS:	117
83-2.04C(1)(d) QUALITY ASSURANCE:.....	117
83-2.04C(2) MATERIALS:	117
83-2.04C(3) CONSTRUCTION:	117
83-2.04C(4) PAYMENT.....	118
DIVISION XI MATERIALS	119
90 CONCRETE	119
90-1.01C(13) POLYMER FIBERS (SUBMITTAL):	119
90-1.02K POLYMER FIBERS:.....	119

96 GEOSYNTHETICS	119
REVISED STANDARD SPECIFICATIONS.....	119
ATTACHMENT A: PERMITS.....	120
APPENDIX I - SAMPLE CONTRACT.....	124
SAMPLE CONTRACT	124
PAYMENT BOND.....	132
PERFORMANCE BOND.....	134
APPENDIX II – EXHIBITS AND FORMS	136
EXHIBIT 17-O DISADVANTAGE BUSINESS ENTERPRISE (DBE) CERTIFICATION STATUS CHANGE	137
EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGE BUSINESS ENTERPRISES (DBE) FIRST-TIER SUBCONTRACTORS	139
FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTOR'S ANNUAL EEO REPORT	141
LOCAL AGENCY CONTRACTORS AND SUBCONTRACTORS INSTRUCTIONS FOR COMPLETING FHWA 1391 FORM	142
FORM FHWA-1022	144

STANDARD PLANS LIST

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

GENERAL ROAD WORK

MISCELLANEOUS

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

EXCAVATION AND BACKFILL

A62A	Excavation and Backfill – Miscellaneous Details
A62B	Limits of Payment for Excavation and Backfill – Bridge Surcharge and Wall
A62C	Limits of Payment for Excavation and Backfill – Bridge
A62D	Excavation and Backfill – Concrete Pipe Culverts
A62F	Excavation and Backfill – Metal and Plastic Culverts

SURVEY MONUMENTS

A74	Survey Monuments
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MIDWEST GUARDRAIL SYSTEM – CONNECTION DETAILS AND TRANSITION

RAILING TO BRIDGE RAILINGS, ABUTMENTS AND WALLS

A77U1	Midwest Guardrail System - Connections to Bridge Railings without Sidewalks Details No. 1
A77U2	Midwest Guard Rail System - Connections to Bridge Railings without Sidewalks Detail No 2
A77L1	Midwest Guard Rail System Standard Railing Section (Wood Post with Wood Block)
A77M1	Midwest Guard Rail System Standard Hardware
A77N1	Midwest Guard Rail System Wood Post and Wood Block Details
A77Q1	Midwest Guard Rail System Typical Layouts for Structure Approach
A77Q4	Midwest Guard Rail System Typical Layouts for Structure Departure

FENCES

A86	Barbed Wire and Wire Mesh Fences
RSP A86D	Barbed Wire and Wire Mesh Fence – Miscellaneous Details

DRAINAGE INLETS, PIPE INLETS AND GRATES

D73B	Precast Drainage Inlets – Types G1, G2, G3, G4, G5 and G6
D73C	Precast Drainage Inlets – Types G1, G2, G3, G4, G5 and G6
RSP D77A	Grate Details No. 1

TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN

T1A	Temporary Crash Cushion, Sand Filled (Unidirectional)
T1B	Temporary Crash Cushion, Sand Filled (Bidirectional)
T2	Temporary Crash Cushion, Sand Filled (Shoulder Installations)
T3A	Temporary Railing (Type K)
T3B	Temporary Railing (Type K)

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 Fence (Type ESA))

BRIDGE DETAILS

RSP BO-1	Bridge Details
BO-3	Bridge Details
BO-5	Bridge Details
BO-13	Bridge Details

RETAINING WALLS

B3-1A	Retaining Wall Type 1 (Case 1)
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JOINT SEALS

B6-21	Joint Seals (Maximum Movement Rating = 2")
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BOX GIRDER DETAILS

B7-1	Box Girder Details
------	--------------------

UTILITY OPENING

RSP B7-10	Utility opening – Box Girder
-----------	------------------------------

CAST-IN-PLACE POST-TENSIONED GIRDER

B8-5	Cast-In-Place Post-Tensioned Girder Details
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STRUCTURE APPROACH – TYPE EQ (10)

B9-4 Structure Approach – Type EQ (10)
B9-5 Structure Approach – Slab Details

ROADSIDE SIGNS

RS1 Roadside Signs - Typical Installation Details No. 1
RS2 Roadside Signs - Wood Post, Typical Installation Details No. 2
RS4 Roadside Signs, Typical Installation Details No. 4

**COUNTY OF MONTEREY
PUBLIC WORKS AND FACILITIES**

NOTICE TO BIDDERS

Sealed bids will be received at the OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS, COUNTY OF MONTEREY, 168 W. ALISAL STREET 1ST FLOOR, SALINAS, CALIFORNIA 93901 (MAILING ADDRESS: P O Box 1728, SALINAS CA 93902-1728), until **3:00 p.m., on October 29, 2020**, for the

**NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202
State Project No: 05142274L
Federal Aid Project No: STPLX-59440**

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

The work to be done consists, in general the replacement and upgrade of existing bridge rail and bridge rail approaches to current State Standards, including but not limited to clearing and grubbing, and traffic control. The Engineer's Estimate for the construction costs is \$6,349,200

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

The DBE Contract goal is Seventeen percent (17%).

For the Federal training program, the number of trainees or apprentices is 6

The Bidder shall possess either 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.

The Contract Documents are available ELECTRONICALLY and can be downloaded for free at the following Monterey County website: <http://www.co.monterey.ca.us/publicworks/bids.htm>. Plan holders must register before they can view or download the documents. A copy of the electronic files on compact-disc (CD) is also available at MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY PUBLIC WORKS & FACILITIES, 1441 SCHILLING PLACE, 2ND FLOOR, SALINAS, CALIFORNIA 93901 for a nonrefundable fee of \$5.00. The electronic files can be used to print the project plans, project specifications, and other such documents at various printing companies.

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

Pursuant to Labor Code section 1771.1(a), a Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any Contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of 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: September 4, 2020

RANDELL ISHII, M.S., P.E.
CHIEF OF PUBLIC WORKS
COUNTY OF MONTEREY

RESOURCE MANAGEMENT AGENCY
PUBLIC WORKS, FACILTIES AND PARKS
COUNTY OF MONTEREY
STATE OF CALIFORNIA

SPECIAL PROVISIONS

**NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202
State Project No: 05142274L
Federal Aid Project No: STPLX-5944(139)**

DIVISION I GENERAL PROVISIONS

1 GENERAL

1-1.03 Replace *Reserved* 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, as revised, insofar as the same may apply and in accordance with the following Special Provisions:

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

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

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

1-1.03A 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:

1.13 Replace *Reserved* 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

Department:	Monterey County Resource Management Agency
Director:	Chair of the Board of Supervisors
Engineer:	Resource Management Agency Deputy 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 Monterey County Board of Supervisors
Director of Public Works:	Resource Management Agency Deputy Director of Public Works, Facilities, and Parks.
Attorney General:	County Counsel-Risk Manager of Monterey County
Laboratory:	Any established laboratory designated by the Engineer to test materials and work involved in the Contract.
Owner:	County of Monterey
Authorized Material List:	Caltrans prequalified products list
Standard Plans	2018 Standard Plans and Revised Standard Plans of the State of California, Department of Transportation
Standard Specifications	2018 Standard Specifications and Revised Standard Specifications of the State of California, Department of Transportation
Business day:	Day on the calendar except a Saturday, Sunday, and a holiday
PLAC:	Permits, licenses, agreements, certifications, and approvals

1-1.13B STATE HOLIDAYS:

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

2 BIDDING

2-1.05 Replace *Reserved* with:

2-1.05 GENERAL:

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

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

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

This Contract will require a Class "A" Contractor's license.

2.1.08 Replace *Reserved* with:

2-1.08 JOB SITE AND DOCUMENT EXAMINATION:

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

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.

2-1.08A SUPPLEMENTAL PROJECT INFORMATION:

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

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

- Existing Bridge As-Built Drawings
- Foundation Report
- Location Hydraulic Study
- Bridge Hydraulic Study
- Asbestos and Lead-Containing Paint Survey Report
- Limited Site Investigation Report
- Environmental Impact Report
- Mitigation and Monitoring Plan
- NMFS Concurrence Letter
- Environmental Permits

The County makes the following supplemental project information available on the project plans:

- Log of Test Borings

Replace *Reserved* in Section 2-1.11 with:

2-1.11 SUBCONTRACTORS LIST:

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

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

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

Replace *Reserved* in Section 2-1.13 with:

2-1.13 DISADVANTAGE BUSINESS ENTERPRISE (DBE):

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

Under 49 CFR 26.13(b):

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR 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.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the Contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these Special Provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm.

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

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

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

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

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

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

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

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

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

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

b. Good Faith Efforts Submittal

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

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

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

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

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

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

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

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

d. *Subcontractor and Disadvantaged Business Enterprise Records*

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

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

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

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

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

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

e. *Performance of Disadvantaged Business Enterprises*

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

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

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

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

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

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

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

The substitute DBE must be certified as a DBE at the time of request for substitution unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G *Construction Contract DBE Commitment* form unless it is performed or supplied by the listed DBE or an authorized substitute.

Replace *Reserved* in Section 2-1.44 with:

2-1.44 BID OPENING:

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

2-1.44A BID RIGGING:

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours seven (7) days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

3 CONTRACT AWARD AND EXECUTION

3-1.01A GENERAL:

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

3-1.04A CONTRACT AWARD:

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

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

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

the fifth business day following the notice of intent to award the Contract. Failure to timely file a written protest shall constitute a waiver of right to protest. Untimely protests will not be accepted or considered. Bid protests must be submitted, in writing, to: MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY PUBLIC WORKS, FACILITIES AND PARKS TO THE ATTENTION OF THE PROJECT MANAGER/1441 SCHILLING PLACE, 2ND FLOOR, SALINAS, CALIFORNIA 93901-2438. Protests may be hand-delivered or sent via facsimile [(831)755-4958], 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 MONTEREY COUNTY 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:
MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY PUBLIC WORKS, FACILITIES, AND PARKS, 1441 SCHILLING PLACE, 2ND FLOOR, SALINAS, CALIFORNIA, 93901-2438.

3-1.05A CONTRACT BONDS (PUB. CONT. CODE 10221 AND 10222):

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

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

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

3-1.06A CONTRACTOR LICENSE:

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

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

acceptance (Public Contract Code § 10164).

Replace *Reserved* in Section 3-1.09 with:

3-1.09 CONTRACTOR REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS:

Attention is directed to Department of Industrial Relations Contractor registration for public works projects.

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

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

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

4 SCOPE OF WORK

4-1.03A WORK DESCRIPTION

The work to be done consists, in general, of Construction of a new Concrete Box Girder Bridge as shown on the plans and described in these special provisions to current State Standards, including but not limited to clearing and grubbing, grading, bridge construction, traffic control, revegetation planting, and all work required for the items of work indicated in the Construction Contract. The new bridge will be constructed adjacent to and immediately downstream of the existing truss bridge. The existing truss bridge shall be used as a detour during construction. At the completion of the new bridge, traffic shall be rerouted onto the new bridge and the existing bridge will be removed. Such other items or details, not mentioned above, that are required by the Plans, Standard Specifications, Standard Plans, or these Special Provisions, shall be performed, placed, constructed, or installed.

4-1.05D 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. (This provision may be omitted by the Local Agency, at their option.)

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the Engineer in writing a request for adjustment within 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.

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5 CONTROL OF WORK

Replace *Reserved* in Section 5-1.05 with:

5-1.05 ORDER OF WORK:

Order of work shall conform to the provisions in Section 5-1.05, “Order of Work,” of the Standard Specifications and these special provisions.

Advance Information Sign as shown on the plans 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.

The Engineer, as a first order of work, shall establish communication with impacted cities, water companies, cable companies, AT&T, PG&E, and Exxon Mobil prior to performing any work with, over, and adjacent to their facilities. The Contractor will inform the Engineer in writing of

the intention of the Contractor to conduct work that may impact the utilities.

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

Replace *Reserved* in Section 5-1.10 with:

5-1.10 CONTRACTOR'S RESPONSIBILITY FOR SUBCONTRACTING:

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

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

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

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

Replace *Reserved* in Section 5-1.13E with:

5-1.13E DISADVANTAGE BUSINESS ENTERPRISES (DBE) RECORDS:

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

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 State-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:

5-1.32A AREAS FOR USE BY CONTRACTOR:

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

5-1.32B AREAS FOR CONTRACTOR'S USE:

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

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

There should be adequate County owned right-of-way and temporary construction easements provided for the project for the exclusive use of the Contractor within the Contract limits. The contractor shall secure at his/her/its own expense any area required for plant sites, storage of equipment or materials, and/or for other purposes if sufficient area is not available to him/her/it within the Contract limits. Contact information of adjacent property owners will be provided by the Engineer upon request by the Contractor.

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

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

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

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

Add between the second and third paragraphs of section 5-1.36C(3):

Installation of the utilities shown in the following table requires coordination with your activities. Make the necessary arrangements with the utility company through the Engineer and submit a schedule:

1. Verified by a representative of the utility company.
2. Allowing at least the time shown for the utility owner to complete its work.

a. Utility Relocation and Contractor-Arranged Time for the Relocation

Utility	Utility address	Location	Working days
Overhead Electrical Lines	PG&E	West side of north/south leg of existing roadway	10
Telephone Line	AT&T	West side of north/south leg of existing roadway	10

Utility Relocation Stage 1:

Stage 1 utility relocation will be required to move the PG&E pole and electrical line from the location at the new bridge south abutment approach roadway to the new location that is along the existing bridge south abutment approach roadway shoulder. The PG&E utility relocation will occur prior to construction of the new bridge to provide overhead clearance for crane operation and to remove the existing power pole that exists in the new south approach roadway location.

Utility Relocation Stage 2:

Stage 2 utility relocation will be required to move the AT&T telephone lines into conduits placed into a bay on the left side of the new bridge and approach roadways, and the PG&E electrical lines into conduits placed in a bay on the right side of the new bridge and approach roadways. The AT&T and PG&E utility relocations will occur after the installation of the utility conduits in the new concrete box girder bridge bays and approach roadways.

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

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
PG&E Division	1-805-546-1230
AT&T	1-805-704-3813

Additionally, ExxonMobil requires a representative to be on site during any construction activities within the vicinity of their facilities. Contractor must contact, in addition to USA notification, ExxonMobil's designated representative at (831) 627-2343 or (831) 627-2393

6:30am to 3:00pm Monday through Friday a minimum of 48 hours in advance of commencing said activities. ExxonMobil utility lines will not be relocated.

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6 CONTROL OF MATERIALS

6-1.01A GENERAL:

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

Add to the end of 6-1.02 Department-Furnished Materials:

6-1.02A DEPARTMENT-FURNISHED MATERIALS:

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

Add to the end of 6-1.03 Local Materials:

6-1.03B SUBMITALS:

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 California 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. Quality Assurance (QA) and Quality Control (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 seven (7) days of receiving comments. Allow seven (7) days for the review.

6-1.03B(2) 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 California 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 ninety five percent (95%) 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 Regional Water Quality Control Board (RWQCB).

2. Chain of custody of samples.
3. Analytical results no older than one (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(3) SAMPLE AND ANALYSIS

Sample and analyze local material from a (1) noncommercial source or (2) source not regulated under California 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 California 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 Central Coast RWQCB basin plan for the job site location.
6. Complies with the Central Coast RWQCB 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 *Reserved* in section 6-1.04A with:

6-1.04A BUY AMERICA:

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

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478

(03/24/1995)];

2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

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

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

Add to section 6-1:

6-1.06 BUY CLEAN CALIFORNIA ACT:

6-1.06A SUMMARY:

The materials or products shown in the following table are subject to the Buy Clean California Act (Public Contract Code section 3500 et seq.):

Material or product	Material specifications
Carbon steel rebar ^a	Section 52-1.02B, "Bar Reinforcement" Excludes epoxy-coated or galvanized reinforcement uses.
Structural steel ^b	Section 55-1.02D(1), "General," – Structural Steel and Other Materials tables and Section 99, "Building Construction" For hot-rolled, plate or hollow products.
Flat glass ^c	Section 99, "Building Construction"
Mineral wool board insulation ^d	Section 99, "Building Construction"

^aFor each mill providing 20,000 pounds or more on the project.

^bFor each mill providing 5,000 pounds or more on the project.

^cFor each manufacturer providing 2,000 square feet or more on the project.

^dFor each manufacturer providing 4,000 square feet or more on the project.

For product category rules for applicable materials or products, go to the METS website. Use the product category rule in effect on the date of bid opening unless otherwise authorized. An environmental product declaration is not required for a material or product for either of the following conditions:

1. Applicable product category rule has expired without replacement as of the bid opening date.
2. Applicable product category rule was issued less than 100 days before the bid opening date.

For projects with a bid opening date before December 1, 2019, the Department collects existing environmental product declarations for applicable materials or products.

For projects with a bid opening date from December 1, 2019, through May 31, 2021, with total bid over \$1 million and 175 or more original working days, submit an environmental product declaration as an informational submittal for each applicable material or product. Submit each environmental product declaration within 15 days of initial installation of the material or product.

6-1.06B DEFINITIONS:

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

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

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

program operator: Independent agency that supervises and confirms the full environmental product declaration development process under ISO 14025.

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

transportation processes: Includes transportation of raw, reclaimed or recycled material constituents from the supplier to the gate of the manufacturer, producer or fabricator. Includes transport of related waste products.

6-1.06C SUBMITTALS:

At least 15 days before submitting environmental product declarations, you must register on the Department's Data Interchange for Materials Engineering. Follow the registration process at:

<https://dime.dot.ca.gov/>

Submit environmental product declarations for applicable materials or products to the Department's Data Interchange for Materials Engineering and provide PDF copies to the Engineer. Carbon steel rebar or structural steel environmental product declarations must be mill produced.

Immediately notify the Engineer if a program operator has determined their product category rule does not allow for development of a facility-specific environmental product declaration for an applicable material or product. Include written correspondence from the program operator. If the Engineer determines the development of a facility-specific environmental product declaration for an applicable material or product cannot be achieved, no environmental product declaration will be required for that specific material or product.

6-1.06D QUALITY ASSURANCE:

Not Used.

Add to end of section 6-2 Quality Assurance:

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/>

Add to end of section 6-2.01:

6-2.01F 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.

6-2.01G RELATIVE COMPACTION:

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

Add to paragraph 6 of section 6-2.03A:

Baseline and updated schedules must be provided to the Engineer as indicated.

A minimum of 24 hour notice must be given to the Engineer by the Contractor prior to any required inspection. Failure to provide at least 24 hour notice may result in the Engineer rejecting the work. Notice shall include the date and time of the scheduled work requiring inspection.

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**7 LEGAL RELATIONS AND RESPONSIBILITY
TO THE PUBLIC**

Replace *Reserved* in section 7-1.02J with:

7-1.02J(i) LABOR NON DISCRIMINATION:

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

**NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM
(GOVERNMENT CODE SECTION 12990)**

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

7-1.02J(ii) LABOR CODE REQUIREMENT:

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

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 *Reserved* in section 7-1.02K(6)(g) with:

7-1.02K(6)(g) PAYROLL RECORDS:

The Contractor's attention is directed to Section 7-1.02K(3), "Certified Payroll Records (Labor Code 1776)," of the Standard Specifications, and to the provisions of Labor Code, Section 1776 (Stats. 1978, Chapter 1249). The Contractor shall be responsible for the compliance with these provisions

by his/her/its Subcontractors. The Contractor shall furnish the Engineer with certified payrolls and statement of benefits.

Replace *Reserved* in section 7-1.02K(6)(j)(iii) with:

7-1.02K(6)(j)(iii) EARTH MATERIAL CONTAINING LEAD

Section 7-1.02K(6)(j)(iii) includes specifications for handling, removing, and disposing of earth material containing lead, and TPHmo.

The TPHmo maximum concentration of 2.3 mg/kg is below the residential and commercial/industrial land use ESLs. This level of TPHmo does not make the material on the job site a hazardous waste. Material may be reused on the site.

Lead is present in earth material on the job site. Management of this material exposes workers to health hazards that must be addressed in your lead compliance plan. The average lead concentrations are below 1,000 mg/kg total lead and below 5 mg/L soluble lead. The material on the job site:

1. Is not a hazardous waste.
2. Does not require disposal at a permitted landfill or solid waste disposal facility.

Lead and TPHmo are typically found within the top 2 feet of material in unpaved areas of the highway. Reuse all of the excavated material on the right-of-way.

Handle the material under all applicable laws, rules, and regulations, including those of the following agencies:

1. Cal/OSHA
2. California RWQCB, Region – Central Coast
3. California Department of Toxic Substances Control

In accordance with Monterey Bay Unified Air Pollution Control District (MBUAPCD) also known as Monterey Bay Air Resources District (MBARD) **Rule 424**, written notification is required ten (10) working days prior to commencement of any demolition activity.

Replace *Reserved* in section 7-1.02M(4) with:

7-1.02M(4) SURFACE MINING AND RECLAMATION ACT:

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

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

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

Add to end of section 7-1.04 Public Safety:

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 end of section 7-1.05 Indemnification:

7-1.05D INDEMNIFICATION AND INSURANCE:

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

In addition to all the requirements in Section 7-1.06D(2) "Liability Limits/Additional Insured," of the Standard Specifications, the following additional requirements shall be met. An Additional Insured Endorsement to the Contractor's Liability insurance policy naming the County of Monterey, their officers, agents, and employees as additional insured's in the form approved by the County of Monterey shall also be furnished. A copy of the approved endorsement form may be obtained from the County of Monterey at the address to obtain bid packages as shown in the Notice to Bidders. The insurance afforded to the additional insured 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.

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

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the State of California or County of Monterey from taking such other actions as 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 County Resource Management Agency, 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.

Add to the end of section 7-1.06 Insurance:

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.

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

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

"Section VI. Subletting or Assigning the Contract" does not apply since this project is off the National Highway System (NHS).

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

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

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

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

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

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

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

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

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

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

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

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

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

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

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

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

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

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

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

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

will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

3. Withholding for unpaid wages and liquidated damages. The FHWA or the 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.

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

VI. SUBLetting OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

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

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

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

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

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

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

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

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

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and 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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Add to the end of section 7-1.11C Female and Minority Goals:

7-1.11C(1) FEMALE AND MINORITY GOALS:

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

The nationwide goal for female utilization is 6.9 percent.

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

MINORITY UTILIZATION GOALS

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

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

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

Add to the end of section 7-1.11D Training:

7-1.11D(1) FEDERAL TRAINEE PROGRAM:

For the Federal training program, the number of trainees or apprentices is 6.

This section applies if a number of trainees or apprentices is specified in the Special Provisions.

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

You have primary responsibility for meeting this training requirement.

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

Include these training requirements in your subcontract.

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

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

Before starting work, submit to the County of MONTEREY:

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

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

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

Do not employ as an apprentice or trainee an employee:

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

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

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

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

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

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

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

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

Each apprentice or trainee must:

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

Furnish the apprentice or trainee with:

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

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

7-1.12 TITLE VI ASSURANCES

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

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

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

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all

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

(4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the 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.

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

- (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the 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.

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

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 carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of

this section to both the Contracting Officer (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 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

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8 PROSECUTION AND PROGRESS

Replace *Reserved* in section 8-1.04C with:

8-1.04C DELAYED START:

Section 8-1.04B does not apply.

Do not start job site activities until the Department authorizes or accepts your submittal for:

1. Contractor-supplied biologist.
2. Biological resource information program.
3. CPM baseline schedule.
4. WPCP or SWPPP, whichever applies.
5. Notification of DRA or DRB nominee and disclosure statement.
6. Natural resource protection plan.
7. Contingency plan for opening closures to traffic.
8. SSPC QP certifications.

If the submittals for Contractor-supplied biologist and biological resource information program are authorized, you may enter the job site only to measure controlling field dimensions and locate utilities.

You may enter the job site only to measure controlling field dimensions and locate utilities.

Do not start other job site activities until all the submittals from the above list are authorized or accepted and the following information is received by the Engineer:

1. Notice of Materials “To Be Used” form.
2. Written statement from the vendor that the order for the sign panels has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.
3. Written statement from the vendor that the order for electrical material has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.
4. Written statement from the vendor that the order for structural steel has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.

Submit a notice 72 hours before starting job site activities. If the project has more than one (1) location of work, submit a separate notice for each location.

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 15 calendar days of the issuance of the Notice to Proceed by the County of Monterey.

This work shall be diligently prosecuted to completion before the expiration of **THREE HUNDRED AND SIXTY (360) WORKING DAYS** beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the County of Monterey the sum of **\$6,800 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 Project permits, licenses, agreements, certifications, and approvals (Project 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 and these Special Provisions.

Replace section 8-1.03 Preconstruction Conference with the following:

8-1.03 PRE-CONSTRUCTION CONFERENCE:

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

A pre-construction conference will be held at the office of the MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY, 1441 SCHILLING PLACE, SOUTH 2ND FL, SALINAS, CALIFORNIA, where the "Notice to Proceed" will be issued and for the purpose of discussing with the Contractor the scope of work, Contract drawings, Specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include all major superintendents for the work and may include major subcontractors.

Add to section 8-1.02A Schedule the following:

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 2010.

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

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9 PAYMENT

Add to the end of section 9-1.03 Payment Scope the following:

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 Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

Add to the end of Section 9-1.06 Changed Quantity Payment Adjustments the following:

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
71325	Temporary Fence (Type ESA)
74029	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.

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

Add to the end of 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 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 9-1.22 Arbitration with the following:

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 Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to Section 915(a) of the Government Code until the time the claim is denied, including any period of time utilized by the meet and confer conference.

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

1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- 2a. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1142.10) Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1142.11 of that code. The Civil Discovery Act of 1986 Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding bought under this subdivision consistent with the rules pertaining to judicial arbitration.
- 2b. In addition to Chapter 2.5 (commencing with Section 1142.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

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

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

DIVISION II GENERAL CONSTRUCTION

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10 GENERAL

Page 1 of 1

Section 1-1.01. Use for any bid item that has an item code that does not correspond to the specification section number.

Add rows for nonstandard bid items. Use an item code that corresponds to the specification section number and add an A to the code (e.g., 801000A). DES-PPM-OE will convert the number to a one-time-use number.

Add to section 1-1.01 General:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
057700A	PROTECT EXISTING UTILITIES IN PLACE	05, 48
490500A	90" PERMANENT STEEL CASING (ABUT 1)	49
490500B	102: PERMANENT STEEL CASING (BENT 2)	49
703450A	18" WELDED STEEL PIPE CASING	70
729011A	ROCK SLOPE PROTECTION FABRIC (AT ABUTMENTS)	72
729011B	ROCK SLOPE PROTECTION FABRIC (CLASS 8) (AT DRAINAGE OUTLETS)	72
839700A	TEXAS CLASSIC TYPE C411 RAILING (AT RETAINING WALLS)	83
839700B	TEXAS CLASSIC TYPE C411 RAILING (AT BRIDGE STRUCTURE)	83
861020A	4" DIAMETER TYPE 3 TELEPHONE CONDUIT (AT&T)	86
861020B	6" DIAMETER TYPE 1 ELECTRICAL CONDUIT (PG&E)	86

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11 WELDING

11-2.01 GENERAL:

Add between the first and second paragraphs of section 11-2.01:

The following must comply with the specifications for welding QC:

1. PTFE Spherical Bearings

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12 TEMPORARY TRAFFIC CONTROL

Replace *Reserved* in section 12-3.11B(5) with:

12-3.00B(5)(a) CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGNS:

A construction Project Funding Identification (C47A (CA)) sign must comply with the policy for Construction Funding Identification signs in section 6F.109(CA) of the *California MUTCD* and specifications at: <https://dot.ca.gov/programs/traffic-operations/pfi>.

See the sample sign exhibit provided at the end of this special provision.

The sign must be mounted on a wood post complying with section 82-3.

The sign panels must be framed, single-sheet aluminum panels complying with section 82-2.

The background on the sign must be Type XI retroreflective sheeting. The Type XI retroreflective sheeting must be on the Authorized Material List for signing and delineation materials.

The legend must be retroreflective except for nonreflective black letters and numerals.

The legend for the type of project must read as follows:

BRIDGE CONSTRUCTION

The legend for the types of funding on a construction project funding sign must read as follows and in the following order:

HIGHWAY BRIDGE PROGRAM FEDERAL FUNDS

STATE SEISMIC RETROFIT FUNDS

MONTEREY COUNTY TRANSPORTATION FUNDS

The Engineer provides the year of completion for the legend on the sign. Install a sign overlay for the year of completion within 15 days of notification.

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

YEAR OF COMPLETION 2022

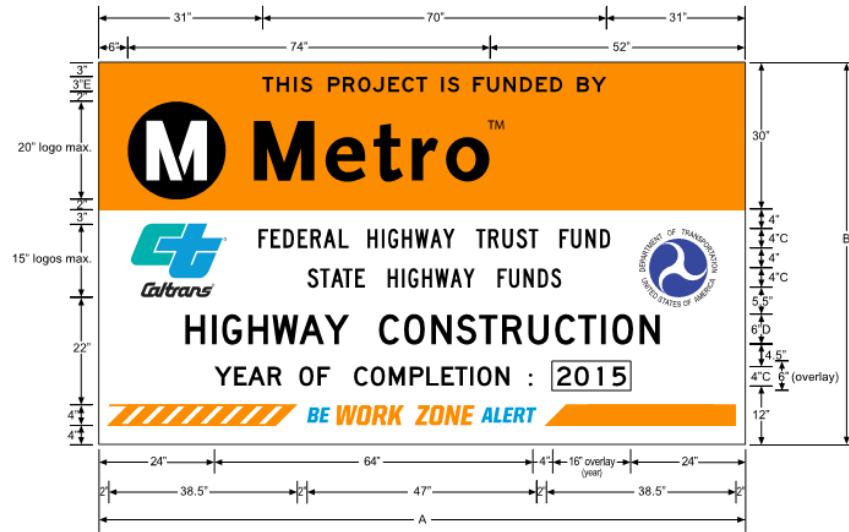
Do not add information to the construction project funding sign unless authorized.

Replace *Reserved* in section 12-3.11C(3) with:

12-3.11C(3)(a) CONSTRUCTION PROJECT FUNDING IDENTIFICATION SIGNS:

Install 2 - 48" by 30" inch construction project funding identification signs at the location determined by the Engineer before starting major work activities visible to highway users.

Dispose of construction project funding identification signs upon completion of the project if authorized.



NOTES:

- 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.
- See Special Provisions for applicable project and fund type messages, and specify when ordering.
- 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

Add to section 12-4.01C CONSTRUCTION:

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

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

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

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13 WATER POLLUTION CONTROL

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. Rock slope protection placed along 120 feet of the southern bank and 80 feet of the northern bank.
2. Existing bridge removed and piles removed down to a minimum 3 feet below finished grade.
3. Treat the runoff generated by the 85th percentile storm event.
4. Post-project peak flow rates for the 2-year storm shall not exceed pre-project peak flow rates for the 2-year storm.
5. Minimum pipe size of 18 inches.
6. Minimum pipe capacity sized for 10-year flow.
7. Inlets spaced to prevent 10-year flow from spreading more than 1 foot into travel way.

The receiving water for this project is Salinas River.

Add to the end of section 13-2.01A:

Schedule all soil-disturbing activities, such as clearing and grubbing, roadway excavation, and embankment construction, to occur from April 15 to October 31. Deviation from this schedule may void the erosivity waiver.

Add between the fourth and fifth paragraphs of section 13-2.01C:

The following RWQCB will review the authorized WPCP:

1. Central Coast RWQCB

Add to the end of section 13-3.01A:

Add between the fourth and fifth paragraphs of section 13-3.01C(2)(a):

The following RWQCB will review the authorized SWPPP:

1. Central Coast RWQCB

Replace the paragraphs in section 13-3.01D(2) with:

Discharges of stormwater from the job site must comply with the permit issued by the Central Coast RWQCB for National Pollutant Discharge Elimination System (NPDES) Permit R3-2017-0042. The Central Coast RWQCB permit governs stormwater and non-stormwater discharges resulting from construction activities at the job site. The Central Coast RWQCB permit may be viewed at Monterey County RMA Website location listed for supplemental information.

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14 ENVIRONMENTAL STEWARDSHIP

Add to the end of section 14-1.02:

Install signs 100 feet apart along the length and at the ends of SRA-2 identifying the area as an ESA, as well as any other ESA fence areas indicated in the project plans. ESA signs must indicate “Protected Area, Keep Out” as shown in the Sign Detail of Standard Plan T65.

Add to the first paragraph of section 14-6.03A General:

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

Regulated Species

Abbott's and Jones' Bushmallow hybrid	Loggerhead shrike
South-Central California Coast Steelhead	Yellow warbler
Monterey Roach	Tricolored blackbird
California Tiger Salamander	Western Red Bat
California Red-legged Frog	Salinas Pocket Mouse
Foothill Yellow-legged Frog	American Badger
Arroyo Toad	San Joaquin Kit Fox
Western spadefoot	Acorn woodpeckers
Western pond turtle	Red-shafted flickers
Coast horned lizard	Bewick's wrens
Silvery legless lizard	Black phoebe
San Joaquin whipsnake	Song sparrows
Bald eagle	Red-winged blackbirds
Golden eagle	Black phoebe
Burrowing owl	Pacific-slope flycatchers
Least Bell's vireo	Warbling vireos
White-tailed kite	Black-headed grosbeaks

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

Sensitive Habitats	
Willow Riparian Scrub	
Aquatic	
Freshwater Emergent Wetland	
California Sage Scrub	
Valley Oak Riparian Woodland	
Seasonal Wetlands	
Mule Fat Riparian Scrub	

Replace item 1 in the second paragraph of section 14-6.03A with:

1. Stop all work within the pre-determined work area buffers upon the discovery of an active nest established prior to work beginning. The work buffers shall be as shown in the following table:

Regulated species	Protective radius (feet)
Bald eagle active nest	660 feet
Golden eagle active nest	660 feet
Raptor active nest	250 feet
Active nests of migratory birds other than raptors	50 feet

Add to section 14-6.03A:

Species protection areas within the project limits are as specified in the following table:

Species Protection Areas

Identification name	Location
Western spadefoot	Entire project limits
Western pond turtle	Entire project limits
Coast horned lizard	Entire project limits
Silvery legless lizard	Entire project limits
San Joaquin whipsnake	Entire project limits
Bald eagle	Entire project limits
Golden eagle	Entire project limits
Least Bell's vireo	Entire project limits
San Joaquin kit fox	Entire project limits
American badger	Entire project limits
Migratory birds	Entire project limits
South-Central California Coast steelhead	Aquatic habitat
Monterey Roach	Aquatic habitat
SPA-1	Entire project limits
SPA-2	San Antonio River, riparian banks below top of bank and OHWM (south top of bank elev. 571 approx.) (north top of bank elev. 575 approx.)
SPA-3	San Antonio River below OHWMs (elev. 566)

Comply with the following biological resource information requirements:

1. Incidents where any individuals of steelhead trout listed by NOAA Fisheries under the Endangered Species Act appear to be injured or killed as a result of discharges of dredged or fill material into waters of the United States or structures or work in navigable waters of the United States authorized by this NWP shall be reported to NOAA Fisheries, Office of Protected Resources at (301) 713-1401 and the Regulatory Office of the San Francisco District of the U.S. Army Corps of Engineers at (415) 503-6795. The finder should leave the plant or animal alone, make note of any circumstances likely causing the death or injury, note the location and number of individuals involved and, if possible, take photographs. Adult animals should not be disturbed unless circumstances arise where they are obviously injured or killed by discharge exposure, or some unnatural cause. The finder may be asked to carry out instructions provided by NOAA Fisheries, Office of Protected Resources, to collect specimens or take other measures to ensure that evidence intrinsic to the specimen is preserved.
2. In the unlikely event that nesting least Bell's vireos are detected during such a survey, County will be notified, and will determine an appropriate buffer (typically approximately 250 feet) in consultation with the USFWS and CDFW.
3. Written results of the San Joaquin kit fox pre-construction survey will be submitted to County immediately; County will contact Caltrans which will then notify the USFWS

within five (5) days after survey completion and prior to the start of ground disturbance and/or construction activities. If a potential den is found, the qualified biologist shall determine if it is active using track plates and/or visual observation. If a natal/pupping den is discovered within the project area or within 200-feet of the project boundary, County will contact Caltrans and Caltrans shall be immediately notified and shall in turn notify the USFWS and CDFW. If the preconstruction survey reveals an active natal or pupping den or new information, Caltrans will contact the USFWS and CDFW immediately to obtain the necessary take authorization/permit. If a den is found, measures to avoid impacts to the den (including buffers and seasonal restrictions on work near the den) will be implemented, and if necessary, the foxes will be evicted after the non-breeding season. If a potential den is found, the qualified biologist shall determine if it is active using track plates and/or visual observation. Destruction of dens will not occur without prior consultation with and approval from the USFWS.

4. If a badger den is discovered in the course of preconstruction surveys for kit foxes, or at any other time during project activities, the CDFW will be consulted regarding the establishment of an appropriate disturbance free buffer around the den, as well as any other avoidance or minimization measures to be taken.

1. Steelhead and Monterey Roach (SPA-3):

1. All work within the banks of the river will occur during the dry season (roughly June 15 to October 15, although County will contact Caltrans to request Caltrans engage in or authorize consultation with NMFS to extend this period, if dry weather permits). During this time, stream flows are expected to be at annual lows to mid flows (though releases from the dam upstream will influence flow levels to some extent), and movement of steelhead through the BSA, if they are present at all, will be minimal.
2. During demolition and construction activities, netting and other structures will be installed under the existing bridge and the proposed bridge to prevent debris from entering the channel, as such debris could degrade water quality and potentially injure fish in the stream.
3. A construction personnel education program will be given by a qualified biologist before the commencement of construction to explain to construction personnel how best to avoid the accidental take of steelhead. The approved biologist will conduct a training session that will be scheduled as a mandatory informational field meeting for contractors and all construction personnel. The field meeting will include topics on species identification, life history, descriptions of habitat requirements during various life stages, review of habitat sensitivity, required practices before the start of construction and a discussion of general measures that are being implemented to conserve the species as they relate to the project, penalties for noncompliance, and boundaries of the construction area. Emphasis will be placed on the importance of the habitat and life stage requirements within the context of Project avoidance and minimization measures. Handouts, illustrations, photographs, and/or Project mapping showing areas where minimization and avoidance measures are being implemented will be included as part of this education program. Upon completion of training, employees will sign a form stating that they attended the training and understand all the conservation and protection measures. Training shall be conducted in languages other than English for workers who do not speak or understand English.

4. Project personnel will adhere to standard County and Caltrans BMPs for avoiding impacts to water quality. For example, silt fencing will be installed between any activities conducted within, or just above the edge of, the top-of-bank and the edge of the creek to prevent dirt or other materials from entering the channel.
5. A qualified biologist will be present to monitor all activities involving the placement of gravel (for temporary falsework pads) in the river, including the construction of a sandbag coffer dam to encompass the pads. The biologist will inspect the areas where these coffer dams will be constructed prior to construction and will flush any fish from the coffer dam area before in-water work begins. The coffer dam will be constructed starting from the upstream end. Just prior to completion of the coffer dam, the biologist will walk through the area within the coffer dam to flush fish out the gap in the downstream end. Once all fish have been flushed out of the work area, the coffer dam will be completed so that fish cannot re-enter this area. In the event that fish will not flush out of the coffer dam completely, the biologist will capture the fish using a seine or dipnet and relocate the fish outside of the coffer dam. If at any time an individual steelhead or Monterey Roach appears to be at risk of injury or mortality due to Project-related activities, all work will stop until the qualified biologist has flushed the individual from the work area.
6. While temporary falsework and associated pads are present within the river, a channel of free-flowing water between the pads will remain to allow fish to continue to move through the Project area.

2. Western spadefoot, western pond turtle, coast horned lizard, silvery legless lizard, San Joaquin whipsnake (SPA-1):

1. Prior to the start of construction or demolition activities, a qualified biologist will conduct a preconstruction survey for these species. If any of the above animals are found within the project area, the qualified biologist will relocate them to a suitable location outside of the project area.
2. Prior to the start of construction or demolition activities, exclusion fencing will be installed around the work area and between the work area and the water's edge where feasible. When the fence is completed, the area within the fence will be surveyed for the species described above. The qualified biologist will safely relocate any individuals of these species that are detected within the exclusion fence to a suitable location outside of the project area.
3. Each morning prior to the start of construction, a designated construction crewmember who has received training in recognizing and handling these species by the qualified biologist will search the area within the exclusion fence for amphibians and reptiles. If any individuals of these species are found, the designated crewmember will relocate those individuals to a suitable location outside of the project area.

3. Bald Eagle and Golden Eagle (SPA-1)

1. To the **extent feasible**, work will be conducted during the raptor non-breeding season (September 1 – January 31) so as to avoid causing nest abandonment due to Project-related disturbances.
2. If work must occur during the breeding season, a pre-construction survey to determine if eagles are nesting in the Project area shall be conducted by a qualified biologist. If eagles

are found to be nesting near enough to the project area to be disturbed by Project activities, a Project-specific disturbance-free buffer around the nest shall be established in consultation with the USFWS and CDFW through Caltrans. In general, a 660-ft buffer is recommended by the USFWS in these cases according to the latest National Bald Eagle Management Guidelines published by the USFWS (USFWS 2007). No new disturbance will be allowed within the designated Project-specific buffer until the eaglets have fledged or the nest has been abandoned.

4. Least Bell's vireo (SPA-1):

1. Project activities will be timed to avoid the least Bell's vireo breeding season (1 April to 31 July) to the greatest extent practicable.
2. Where vegetation is to be removed by the project, potential nesting substrates (e.g., bushes, trees, grass, and suitable artificial surfaces) that will be disturbed by the project will be removed during the non-breeding season, if feasible, to help preclude nesting.
3. If it is not feasible to schedule vegetation removal and commencement of construction activities during the non-breeding season, then pre-construction surveys for nesting birds will be conducted by a qualified ornithologist to detect any least Bell's vireos using the areas and to ensure that no nests will be disturbed during project implementation. This survey will be conducted no more than seven (7) days prior to the initiation of construction activities. During this survey, the ornithologist will inspect all trees, shrubs, and other potential nesting habitats in and immediately adjacent to the impact areas for nests. In the unlikely event that nesting least Bell's vireos are detected during such a survey, County will contact Caltrans to be notified, and will determine an appropriate buffer (typically approximately 250 feet) in consultation with the USFWS and CDFW.

5. San Joaquin Kit Fox (SPA-1)

1. All surveys, investigations of potential dens, and monitoring related to the San Joaquin kit fox will be conducted by qualified biologist.
2. A qualified biologist will conduct pre-construction surveys no less than 14 days and no more than 30 days prior to the beginning of ground disturbance and/or construction activities. This survey will identify kit fox habitat features on the project site and evaluate use by kit fox and, if possible, assess the potential impacts to the kit fox by the proposed activity. The status of all dens will be determined and mapped.
3. Written results of the pre-construction survey will be submitted to County to provide information to Caltrans immediately; Caltrans will then notify the USFWS within five (5) days after survey completion and prior to the start of ground disturbance and/or construction activities. If a potential den is found, the qualified biologist shall determine if it is active using track plates and/or visual observation. If a natal/pupping den is discovered within the project area or within 200-feet of the project boundary, County shall be immediately notified and provide information to Caltrans and shall in turn notify the USFWS and CDFW. If the preconstruction survey reveals an active natal or pupping den or new information, Caltrans will contact the USFWS and CDFG immediately to obtain the necessary take authorization/permit. If a den is found, measures to avoid impacts to the den (including buffers and seasonal restrictions on work near the den) will be implemented, and if necessary, the foxes will be evicted after the non-breeding season. If a potential den is found, the qualified biologist shall determine if it is active using track

plates and/or visual observation. Destruction of dens will not occur without prior consultation with and approval from the USFWS.

6. American Badger (SPA-1)

1. If a badger den is discovered in the course of preconstruction surveys for kit foxes, or at any other time during Project activities, the CDFG will be consulted regarding the establishment of an appropriate disturbance-free buffer around the den, as well as any other avoidance or minimization measures to be taken.

7. Migratory Birds (SPA-1)

1. Construction activities will be avoided during the nesting season to the extent feasible. The nesting season for most birds in this region of California extends from 1 February to 31 August.
2. If vegetation is to be removed by the Project, potential nesting substrate (e.g., bushes, trees, snags, grass, and suitable artificial surfaces) that will be disturbed should be removed during the non-breeding season (i.e., they should be removed between 1 September and 31 January), if feasible, to help preclude nesting. If it is not feasible to schedule vegetation removal during the non-breeding season, then pre-construction surveys for nesting birds will be conducted by a qualified ornithologist to ensure that no nests will be disturbed during Project implementation. This survey will be conducted no more than seven (7) days prior to the initiation of construction activities. During this survey, the ornithologist will inspect all trees, shrubs, and other potential nesting habitats in and immediately adjacent to the project area for nests. If an active nest is found sufficiently close to work areas to be disturbed by these activities, the ornithologist, in consultation with the CDFW, will determine the extent of a buffer zone to be established around the nest, typically 250 feet for raptors and 50 feet for other birds, to ensure that no nests of species protected by the Migratory Bird Treaty Act of 1918 (MBTA) (16 U.S.C. 703-712) or the California Fish and Game Code will be disturbed during Project implementation.
3. Alternatively, nest starts may be removed on a regular basis (e.g., every second or third day), starting in late January or early February, or measures such as exclusion netting may be placed over the existing bridge to prevent active nests from becoming established.
4. Because the project area is already subject to disturbance by vehicles to some extent, activities that will be prohibited from occurring within the buffer zone around a nest will be determined on a case-by-case basis. In general, activities prohibited within such a buffer while a nest is active will be limited to new construction related activities (i.e., activities that were not ongoing when the nest was constructed) involving significantly greater noise, human presence, or vibrations than were present prior to nest initiation.

1. Within SPA-1:
 - a. Project activities shall remain within all construction areas identified by white dashed lines on the Habitats at the Project site, Figure 4 of the EIR. All construction areas shall be conspicuously identified with orange construction fencing.

- b. Erosion and sediment control measures shall be on site prior to the start of construction and kept on site at all times so they are immediately available in anticipation of rain events.
 - c. The permittee shall implement and maintain an effective combination of erosion and sediment control measures to prevent erosion and capture sediment. The permittee shall implement and maintain wash-out, track-out, dust control, and any other applicable source control BMPs.
 - d. Erosion and sediment control measures and other construction BMPs shall be implemented and maintained in accordance with all specifications governing their proper design, installation, operation, and maintenance.
 - e. Any stockpiled material that is not actively being used during construction shall be covered and surrounded with a linear sediment barrier.
 - f. The permittee shall retain a spill plan and appropriate spill control and clean up materials (e.g. oil-absorbent pads) onsite in case spills occur.
 - g. The permittee shall confine all trash and debris in appropriate enclosed bins and dispose of the trash and debris at an approved site at least weekly.
 - h. All construction vehicles and equipment used onsite shall be well maintained and checked daily for fuel, oil, and hydraulic fuel leaks or other problems that could result in spills of toxic materials.
 - i. The permittee shall designate a staging area for equipment and vehicle fueling and storage at least 100 feet away from waterways in a location where fluids cannot flow into waterways.
 - j. All construction related equipment, materials, and any temporary BMPs no longer needed shall be removed and cleared from the site upon completion of the project.
2. Within SPA-2:
 - a. Work is restricted to occur only from May 31 to September 30.
 - b. All work performed within waters of the State shall be completed in a manner that minimizes impacts to beneficial uses and habitat. Measures shall be employed to minimize land disturbances that will adversely impact the water quality of waters of the State. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete project implementation.
 - c. Portions of the project that occur below top of bank or in other waters of the state shall be stabilized for winter prior to October 1 each year, either by completing construction on those portions of the project or (including installation of permanent erosion control measures) or by implementing winterization stabilization measures capable of effectively stabilizing the area and preventing erosion under winter storm and flow conditions generated by the 10-year 24-hour storm event. No work will occur in waters of the State during the winter period October 1 – May 30, unless prior written approval has been obtained from the Central Coast RWQCB staff at least one (1) day prior to the planned winter work date.
 - d. The permittee shall remove as few valley oak trees as possible and no more than one monument sized (30-inch diameter at breast height [dbh]) valley oak from the project area as identified on sheet P-1 of P-2 dated March 20, 2020.
 - e. At any time of year, the permittee shall not conduct construction activities below the top of creek banks during rain events or on any day for which the National Weather Service has predicted a twenty five percent (25%) or more chance of at least 0.1 inch of rain in 24 hours (Predicted Rain Event). Effective erosion control, sediment control, and other protective measures must be installed no later than one (1) day before the Predicted Rain Event. Construction activities below

top of banks may resume after the rain has ceased, the National Weather Service predicts clear weather for at least 24 hours, and site conditions are dry enough to continue work without discharge of sediments or other pollutants from the project site.

3. Within SPA-3:

- a. Work is restricted to occur only from June 15 to September 30.
- b. The permittee shall construct falsework pads on top of fabric that will facilitate the removal of all the falsework pad materials. The falsework pads and fabric must be completely removed immediately after the pads are no longer needed.
- c. The permittee shall construct falsework pads only from clean washed gravel.
- d. The permittee shall construct falsework pads only within the area of the temporary disturbance area identified in the 401 WQC application and within the areas identified on the Foundation Plan Sheet S-4 of S-22 with a revision date of July 31, 2015.
- e. Falsework shall only be used for one (1) season and shall not be allowed to remain through the rainy season October 1 – May 30.
- f. Construction activities are not permitted in flowing or still river water or the wetted portion of the river.
- g. The permittee shall not move vehicles or equipment across the river at any time.
- h. Dewatering or diversion is not allowed without express approval from Central Coast RWQCB and the CDFW.

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

Monitoring type	Schedule
South-Central California Coast steelhead	During placement of gravel pads for falsework
Special status reptiles and amphibians (as indicated above)	During construction
Golden eagles and bald eagles	During construction Feb 1 – August 31
Nesting birds	During construction Feb 1 – August 31
San Joaquin kit fox	During construction

Replace item 1 in the list in the sixth paragraph of section 14-6.03B with:

1. Stop all work within a 100-foot radius of the discovery except as shown in the following table. Active nests established after the start of construction within the radius are considered to be attenuated to construction activities and would be exempt.

Species	Protective radius (feet)
Least Bell's Vireo	250-feet
Bald and Golden-eagle active nests	660-feet
Active Raptor Nest	250-feet

Add to section 14-6.03C:

Regulated fish are anticipated adjacent to bridge no. 44C-0009. 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.

A qualified biologist will be present to monitor all activities involving the placement of gravel (for temporary falsework pads) in the river, including the construction of a sandbag coffer dam to encompass the pads. The biologist will inspect the areas where these coffer dams will be constructed prior to construction and will flush any fish from the coffer dam area before in-water work begins. The coffer dam will be constructed starting from the upstream end. Just prior to completion of the coffer dam, the biologist will walk through the area within the coffer dam to flush fish out the gap in the downstream end. Once all fish have been flushed out of the work area, the coffer dam will be completed so that fish cannot re-enter this area. In the event that fish will not flush out of the coffer dam completely, the biologist will capture the fish using a seine or dipnet and relocate the fish outside of the coffer dam. If at any time an individual steelhead or Monterey Roach appears to be at risk of injury or mortality due to Project-related activities, all work will stop until the qualified biologist has flushed the individual from 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.

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

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

A construction personnel education program will be given by a qualified biologist before the commencement of construction to explain to construction personnel how best to avoid the accidental take of steelhead and other sensitive species. The approved biologist will conduct a training session that will be scheduled as a mandatory informational field meeting for contractors and all construction personnel.

A contractor supplied biological monitor must survey the job site for least Bell's vireo and submit a preconstruction survey report within seven (7) days before starting work.

Prior to construction, a contractor supplied biological monitor must survey for western spadefoot, western pond turtle, coast horned lizard, silvery legless lizard, and San Joaquin whipsnake. The biologist will relocate any individuals found to a suitable location outside the work area. After installation of exclusion fencing, the biologist will conduct another survey and relocate any individuals to a location outside the fencing.

A contractor-supplied biological monitor must survey the job site for San Joaquin kit fox no less than 14 days and no more than 30 days before starting work. Submit a preconstruction survey report within five (5) days after survey completion and prior to the start of ground disturbance and/or construction activities.

If commencing construction during the February 1 to August 31 breeding season, or when beginning to work in new areas during this time period, a contractor-supplied biological monitor must survey the job site for migratory birds, including bald and golden eagles, and submit a preconstruction survey report within seven (7) days before starting work. To reduce nesting, schedule removal of potential nesting substrate outside the nesting season (except where not allowed in seasonally restricted work areas below top of bank).

A contractor supplied biological monitor must be present during dewatering of the gravel pad areas and allowed to passively flush the dewatered area before the final, downstream cofferdam is placed. The monitor will also monitor gravel placement.

The preconstruction survey report must include one of the following:

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

Submit an initial monitoring report as an informational submittal within 12 hours after starting ground-disturbing activities. Use with 14-6.03A.

Submit monitoring reports according to the following schedule:

Monitoring type	Report schedule
South-Central California Coast steelhead	During placement of gravel pads for falsework
Special status reptiles and amphibians (as indicated above)	During construction
Golden eagles and bald eagles	During construction Feb 1 – August 31
Nesting birds	During construction Feb 1 – August 31
San Joaquin kit fox	During 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.
4. Corrective actions proposed or taken.
5. Disposition of taken species.

Submit an annual monitoring report no later than January 15 during each year of construction.

The annual monitoring report must include:

1. Start and end dates of construction.
2. Project impacts on the regulated species.
3. Species protection measures and implementation details.

4. Incidental take details, including species name, number taken, people contacted, contact information, and disposition of taken species.
5. Assessment of the effectiveness of the species protection measures in mitigating project impacts.
6. Recommendations for improving species protection measures.

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

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

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

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

The biological resource information program must include:

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

Special-status animal Species

A construction personnel education program to inform Project personnel of the sensitive species issues in the Project area will be implemented.

South-Central California Coast Steelhead and Monterey Roach

A construction personnel education program will be given by a qualified biologist before the commencement of construction to explain to construction personnel how best to avoid the accidental take of steelhead.

1. The approved biologist will conduct a training session that will be scheduled as a mandatory informational field meeting for contractors and all construction personnel. The field meeting will include topics on
 - a. Species identification.

- b. Life history.
- c. Descriptions of habitat requirements during various life stages.
- d. Review of habitat sensitivity.
- e. Required practices before the start of construction and a discussion of general measures that are being implemented to conserve the species as they relate to the project.
- f. Penalties for noncompliance.
- g. Boundaries of the construction area.
- h. The importance of the habitat and life stage requirements within the context of Project avoidance and minimization measures. This topic will receive emphasis in the training.
- i. Handouts, illustrations, photographs, and/or Project mapping showing areas where minimization and avoidance measures are being implemented.

2. Upon completion of training, employees will sign a form stating that they attended the training and understand all the conservation and protection measures.
3. Training shall be conducted in languages other than English for workers who do not speak or understand English.

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

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

Notify the Engineer at least seven (7) days before the first training session. Submit an attendance list with the printed and signed name of each attendee within two (2) business days after each session. Submit a separate attendance list for each subsequent training session for new personnel.

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

Provide hard hat stickers to personnel who have completed the biological resource information training. The sticker must show the following information:

Training title or acronym	Completion date
Nacimiento Bridge Biological Training	

The Department provides handout materials about the regulated species.

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

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

Replace *Reserved* in section 14-6.05 with:

14-6.05 INVASIVE SPECIES CONTROL:

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

Comply with section 13-4.03E(3).

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

1. List of the vehicles and equipment with identifying numbers.
2. Date of cleaning for each vehicle and piece of equipment.
3. Description of the cleaning process.
4. Measures to be taken to ensure the vehicles and equipment remain clean until operation at the job site.

Update the list of vehicles and equipment as needed.

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

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

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

Sensitive Habitat
Willow Riparian Scrub
Aquatic
Freshwater Emergent Wetland
Valley Oak Riparian Woodland
Seasonal Wetlands
Mule Fat Riparian Scrub

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

1. Before entering or exiting, pressure wash your vehicles and equipment:
 - 1.1. At a temperature of 140 degrees F
 - 1.2. With a minimum nozzle pressure of 2,500 psi
 - 1.3. With a minimum fan tip angle of 45 degrees
2. Thoroughly scrub personal work equipment and tools, such as boots, waders, hand tools, and any other equipment used in water at the job site, using a stiff-bristled brush to remove any organisms. Decontaminate the equipment by one (1) of the following methods:

- 2.1 Immerse the equipment in water at a temperature of 140 degrees F for at least five (5) minutes. If necessary, weigh down the equipment to keep it immersed in the water.
- 2.2 Freeze the equipment to a temperature of 32 degrees F or colder for at least eight (8) hours.
- 2.3 Thoroughly dry the equipment in a weed-free area for at least 48 hours.
3. Clean personal work equipment, and tools over drip pans or containment mats at the job site. Collect and contain the wastewater. Dispose of the wastewater at a waste management facility.

Add after the second paragraph of section 14-11.12A:

This project includes removal of yellow road striping paint that will produce hazardous waste residue.

Written notification to the MBUAPCD/MBARD is required ten (10) working days prior to commencement of any demolition activity.

Add after the first paragraph of 14-11.12E:

After the Engineer accepts the analytical test results, dispose of yellow thermoplastic and yellow paint hazardous waste residue at a Class 1 disposal facility located in California 30-90 days after accumulating 220 lbs. of residue.

If less than 220 lbs. of hazardous waste residue and dust is generated in total, dispose of it within 30-90 days after the start of accumulation of the residue.

Add to the first paragraph in section 14-11.13A:

The existing paint systems on bridge no. 44C0009 will be disturbed as part of the work activities. The paint systems, including but not limited to roadway striping, as well as deteriorated green and black paint on the existing bridge truss and girder systems contain hazardous waste levels of lead. These deteriorated paints must be stabilized, removed and disposed of prior to demolition or other activities that would disturb the paint.

The existing intact or non-deteriorated white paint on the existing bridge railings, deck and wheel guides contains lead, but not at hazardous waste levels. This non-deteriorated paint does not need to be stabilized or removed prior to demolition, and these elements can be demolished, transported and disposed of with intact paint systems.

Debris from any paint removal and demolition activities must be prevented from falling on the soil or water below the bridge structure. Submit shop drawings detailing the protective cover system for protecting the soil and water to the Engineer for review.

In accordance with the MBUAPCD/MBARD requirements, written notification is required ten working days prior to commencement of any demolition activity.

In accordance with Title 8, CCR, Section 1532.1(p), written notification to the nearest Cal/OSHA district offices is required at least 24 hours prior to certain lead related work. All paints at the site shall be treated as lead-containing for purposes of determining the applicability

of the Cal/OSHA lead standard during demolition activities.

Replace *Reserved* in section 14-11.13B(3) with:

Air monitoring reports, including test results for samples taken after corrective action, must be prepared by the Certified Industrial Hygienist (CIH) and submitted:

1. Orally within 48 hours after sampling.
2. As an informational submittal within five (5) days after sampling

Air monitoring reports must include:

1. Date and location of sample collection, sample number, Contract number, bridge number, name of the structure, and District-County-Route-Post Mile.
2. Name and address of the certified laboratory that performed the analyses.
3. Chain of custody documentation.
4. List of emission control measures in place when air samples were taken.
5. Air sample results compared to the appropriate permissible exposure limit (PEL).
6. Corrective action recommended by the CIH to ensure exposure to airborne metals outside containment systems and work areas is within specified limits.
7. Signature of the CIH who reviewed the data and made recommendations.

Replace *Reserved* in section 14-11.13B(4) with:

Submit test results of soil analyses verifying debris containment, including results for soil samples taken after corrective action:

1. Orally within 72 hours after sampling.
2. Within five (5) days after sampling.

Soil sampling results must include:

1. Date and location of sample collection, sample number, Contract number, bridge number, name of the structure, and District-County-Route-Post Mile.
2. Concentrations of heavy metals expressed in mg/kg and mg/L.
3. Name and address of the certified laboratory that performed the analyses.
4. Chain-of-custody documentation.

Replace *Reserved* in section 14-11.13D with:

14-11.13D(1) GENERAL:

Monitor the ambient air and soil in and around the work area to verify the effectiveness of the containment system. Work area monitoring includes:

1. Collecting, analyzing, and reporting air and soil test results.
2. Recommending corrective action whenever specified air or soil concentrations are exceeded.

Collect air and soil samples at locations designated by the Engineer.

Air monitoring must be performed under the direction of a CIH.

Collect and analyze air samples to detect lead under the NIOSH Method 7082 using a detection limit of at least 0.05 $\mu\text{g}/\text{m}^3$. Collect and analyze air samples to detect other metals under NIOSH Method 7300 using a detection limit of at least 1 percent of the appropriate PEL specified by Cal/OSHA. You may use alternative methods of sampling and analysis with equivalent detection limits.

Concentrations of airborne metals outside containment systems and work areas must not exceed any of the following:

1. Average of 1.5 $\mu\text{g}/\text{m}^3$ of air per day and 0.15 $\mu\text{g}/\text{m}^3$ per day on a rolling 90-day basis. Calculate the average daily concentrations based on accumulated monitoring data and projections based on monitoring trends for the next 90 days or to the end of the work subject to the lead compliance plan if less than the specified averaging period.
2. Ten percent (10%) of the action level specified for lead by 8 CA Code of Regs §1532.1.
3. Ten percent (10%) of the appropriate PELs specified for other metals by Cal/OSHA.

Collect air samples daily during work activities that disturb the existing paint system. Air samples must be analyzed within 48 hours by a facility accredited by the Environmental Lead Laboratory Accreditation Program of the American Industrial Hygiene Association. If concentrations of airborne metals exceed allowable levels, modify the containment system or work activities to prevent further release of metals. If the CIH recommends corrective action, collect and analyze additional samples after implementing the corrective action unless ordered otherwise.

14-11.13D(3) SOIL SAMPLING FOR DEBRIS CONTAINMENT:

Collect three (3) soil samples before starting work and collect three (3) soil samples, adjacent to each existing bridge support within 36 hours after cleaning existing steel. A soil sample consists of five (5) plugs, each 3/4 inch in diameter and 1/2 inch deep, taken at each corner and center of a one (1) sq. yd. area. Analyze soil samples for:

1. Total lead by US EPA Method 6010B or US EPA Method 7000 series
2. Soluble lead by California Waste Extraction Test (CA WET)

The laboratory that analyzes the samples must be certified by the SWRCB ELAP for all analyses to be performed.

Concentrations of heavy metals in the work area's soil must not increase when the existing paint system is disturbed. If soil sampling shows an increase in the concentrations of heavy metals after completing the work:

1. Clean the affected area.
2. Resample until soil sampling and testing shows concentrations of heavy metals less than or equal to the concentrations collected before the start of work.

Add to the end of the 1st paragraph of section 14-11.13F:

This waste characterization testing must include:

1. Total lead by US EPA Method 6010B.
2. Soluble lead California Waste Extraction Test (CA WET).
3. Soluble lead by Toxicity Characteristic Leaching Procedure (TCLP).

Add to the beginning of section 14-11.13G(2):

After the Engineer accepts the waste characterization test results, dispose of the debris:

1. Within 30-90 days after accumulating 220 lbs. of debris.
2. At a DTSC-permitted Class I facility located in California.

Make all arrangements with the operator of the disposal facility.

If less than 220 lbs. of hazardous waste is generated in total, dispose of it within 30-90 days after the start of the accumulation of the debris.

Replace *Reserved* in section 14-11.17 with:

14-11.17 PAINT CONTAINING LEAD

Laboratory testing indicates the paint on the existing bridge contains fifteen percent (15%) lead (above five-tenths percent [0.5%] percent is considered a health hazard). Construction workers, the public, and/or the environment could be exposed to these hazardous materials during construction of the proposed project.

Standard Measure: The project includes the following standard measures to reduce impacts related to Asbestos Containing Materials (ACMs) and lead-based paint:

- In conformance with state and local laws, a visual inspection/pre-demolition survey, and possible sampling, shall be completed prior to the demolition of the bridge to determine the presence of ACMs and soil contaminated with lead-based paint.
- All potentially friable asbestos-containing materials shall be removed in accordance with National Emissions Standards for Hazardous Air Pollutants (NESHAP) guidelines prior to bridge demolition.
- All demolition activities will be undertaken in accordance with Cal/OSHA standards, contained in Title 8 of the California Code of Regulations (CCR), Section 1529, to protect workers from exposure to asbestos. Materials containing more than one percent asbestos are also subject to MBUAPCD/MBARD regulations.
- During demolition activities, all building materials containing lead-based paint shall be removed in accordance with Cal/OSHA Lead in Construction Standard, Title 8, California Code of Regulations 1532.1, including employees training, employee air monitoring and dust control. Any debris or soil containing lead-based paint or coatings will be disposed of at landfills that meet acceptance criteria for the waste being disposed.

Replace *Reserved* in section 14-12.04 with:

14-12.04 PERMIT LIMITS ON CONSTRUCTION WITHIN THE RIVER CHANNEL:

Attention is directed to “Section 14 Environmental Stewardship” of the Standard Specifications and “Environmentally Sensitive Area” and “Temporary Fence (Type ESA)” of these special provisions. Prior to beginning work, the boundaries of the Environmental Sensitive Areas (ESA) will be delineated by the Engineer in the field. The Contractor shall install the temporary fence (Type ESA) as delineated by the Engineer and as shown on the plans. Contractor’s biologist shall verify that the ESA fences are in the correct locations.

Attention is directed to "Section 13 Water Pollution Control" of the Standard Specifications. Construction of the bridge must comply with the following conditions:

1. Construction within the low-flow channel of the San Antonio River is limited to the period between June 15 and October 15.
2. Construction below the tops of banks of the San Antonio River and excluding the area within the low flow channel, is limited to the period between April 15 and October 15.

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15 EXISTING FACILITIES

Replace *Reserved* in section 15-1.03D with:

15-1.03D REMOVE CHAIN LINK FENCE:

Removing chain link fence shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these special provisions.

The above ground portions of the fence shall be removed in accordance with Section 15 of the Standard Specifications. Below ground portion of the fence that does not interfere with construction shall be removed to a depth of 18".

Removed fence materials shall become the property of the Contractor and shall be disposed of outside of the highway right of way.

Replace the first paragraph of section 15-1.03B with:

Remove existing bridge north abutment and center pier supports and foundations to a depth of three feet (3') below finished grade.

Replace *Reserved* in section 15-1.03E with:

15-1.03E REMOVE CULVERT:

Removing 18" Culvert at Sta. 18+65 shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these special provisions.

Removed culvert shall become the property of the Contractor and shall be disposed of outside of the highway right of way.

Replace *Reserved* in section 15-1.03F with:

15-1.03F REMOVE DRAINAGE FACILITIES:

Additional existing culverts, inlets, flared end sections, and manholes, must be completely removed if any portion of these structures is (1) within three feet (3') of the grading plane in excavation areas, (2) within one foot (1') of original ground in embankment areas, or (3) shown to be removed

Except for concrete pipe, removing PCC components of drainage facilities must comply with section 15-3.

Remove drainage facilities will be measured for payment as follows:

1. Remove culvert by linear foot.

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DIVISION III EARTHWORK AND LANDSCAPE

17 GENERAL

Add to section 17-2.03A:

Clear and grub State-owned property. Do not use the State-owned property after clearing and grubbing is complete unless authorized.

Replace the fourth paragraph in section 17-2.03A with:

Clear and grub vegetation only within the excavation and embankment slope lines.

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19 EARTHWORK

Add to Section 19-2:

19-2.05 GRADING FOR WETLAND:

Grading for Wetland at existing North Abutment and Center Pier after their removal, shall be to return removed North Abutment to a gradual naturally appearing slope and to create a new wetland at the existing center pier location. Grading for Wetland will also create a seasonal wetland area at the north river edge between the existing and new bridges. Grading for Wetland shall be as shown on Existing Abutment Grading Plan No. 1 and No. 2 on sheets G-1 & G-2.

After removal of the existing bridge the Contractor shall grade the area of the existing North Abutment and the Center Pier. The area of the Center Pier and area for proposed seasonal wetland shall be graded at a generally flat elevation between the elevation 566 and elevation 565 and as shown on the plans. The graded areas shall be used for Freshwater Emergent Wetland and Seasonal Wetland planting.

Excess graded material shall be placed in locations within the project site as surplus material and shall be used as indicated in section 19-2.03B Surplus Material of the Standard Specifications.

Add to the end of section 19-3.01A:

Structure backfill includes constructing the geocomposite drain system. The systems must comply with section 68-7.

Replace *Reserved* in section 19-3.03D with:

19-3.03D(1) RETAINING WALL EXCAVATION AND BACKFILL:

Excavation and Embankment for Retaining Walls for this project shall be performed in accordance with section 19 Earthwork and specifically 19-3 Structure Excavation and Backfill of the Standard Specifications and these Special Provisions.

19-3.03D(2) FOUNDATION EXCAVATIONS:

The following additional foundation excavation for Retaining Walls are required for this Project.

Retaining Wall 1: The footing shall be underlain by a minimum of 12 inches of engineered fill compacted to ninety percent (95%) relative compaction. The engineered fill shall extend a minimum of one foot (1') horizontally from the outer edge of the footing.

Retaining Wall 2: The footing shall be underlain by a minimum of 12 inches of Class II aggregate base compacted to ninety five percent (95%) relative compaction. The top six inches (6") of soil subgrade shall be compacted to ninety five (95%) relative compaction.

19-3.03D(3) RETAINING WALL DRAINAGE:

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

19-3.03D(4) RETAINING WALL 1 AND 2 EXCAVATION:

Contractor shall comply with section 19-3, "Structure Excavation and Backfill", 19-5, "Compaction", 19-6, "Embankment Construction", 19-9, "Shoulder Backing" of the Standard Specifications and these Special Provisions.

19-3.03D(5) RETAINING WALL 1 EXCAVATION PAYMENT:

Payment for Retaining Wall 1 Excavation and Backfill shall be made on the final payment for material excavated and backfilled as shown on Standard Plan A62B "Limits of Payment for Excavation and Backfill Bridge Surcharge and Wall". Payment shall be at the final payment contract unit price bid for Structure Excavation (Retaining Wall) and Retaining Wall 2 (Backfill).

19-3.03D(6) RETAINING WALL 2 EXCAVATION PAYMENT:

Payment for Retaining Wall 2 Excavation and Backfill shall be made on the final payment for material excavated and backfilled as shown "Typical Retaining Wall Section" and cross sections on Plan Sheet R-4. Excavation includes area required for backfill of 12" Class II Aggregate Base and Pervious Backfill Material.

Add to section 19-6.02B:

The Long Term Allowable Design Strength of geosynthetic reinforcement must comply with the requirements shown in the following table:

Geosynthetic reinforcement Type	LTDS (lb/ft)
Miragrid 5XT, Tensar UX 1400HS or approved equal	1600

Add to section 19-6.03D:

Settlement periods and surcharges are required for bridge approach embankments as shown in the following table:

Bridge name or number	Abutment number	Bent number	Surcharge height (feet)	Settlement period (days)
44C-0187	Abutment 1	N/A		30
44C-0187	Abutment 3	N/A		0

^a At this location, construct embankment by extending the grading plane (GP) in the elevation view of the bridge embankment surcharge detail of standard plan A62B horizontally to the centerline of the abutment.

20 LANDSCAPE

Replace *Reserved* in section 20-3.01B(2)(b)(V) with

20-3.01B(2)(B)(v) REVEGETATION PLANTING:

Revegetation planting shall be as indicated in section 20 Landscape and specifically section 20-3 Planting and shall be conducted by the Contractor as shown on plan sheets P-1, P-2, and P-3. The Contractor shall establish the areas for planting as follows:

- Area 1 Willow and Mulefat Riparian Woodlands
- Area 2 Valley Oak Riparian Woodlands
- Area 3 Freshwater Emergent Wetland
- Area 3A Seasonal Wetland

The planting palette and seed mix are listed on the plans as follows:

Area 1 Willow and Mulefat Riparian Scrub	Plant Palette Seed Mix	Table 1 Table 2
Area 2 Valley Oak Riparian Woodlands	Plant Palette Seed Mix	Table 3 Table 4
Area 3 and 3A Freshwater Emergent and Seasonal Wetland	Plant Palette Seed Mix	Table 5 Table 6

The tables for palettes contain the on-center spacing, container size, and quantity for individual plants. The tables for seed mix contain the pounds of pure live seed mix per acre.

Planting spacing and plant cage details shall be as shown on Revegetation Detail Plan Sheet P-3.

Replace *Reserved* in section 20-3.01B(2)(b)(vi) with:

20-3.01B(2)(B)(vi) WILLOW & MULEFAT RIPARIAN SCRUB PLANT:

Obtaining plants and planting plants listed on the plans for Willow and Mulefat Riparian areas shall consist of obtaining, transporting and planting *Populus fremontii* (Fremont's Cottonwood), *Salix Laevigata* (Red Willow), *Salix exigua* (Narrowleaf Willow), *Rosa Californica* (California Wild Rose), and *Cornus Galbrata* (Brown Twig Dogwood) and Willow and Mulefat Riparian Seed Mix in conformance with the provisions in section 20-3 Planting.

Willow cutting work shall consist of obtaining, transporting and planting willow cuttings in conformance with the provisions in section 20-3.01B(2) Plants. Plants within the Willow and Mulefat Riparian area and Willow cuttings shall not be planted before October 15 and after April 15 and not until the soil is moist to a minimum depth of 8 inches, unless otherwise permitted, in writing, by the Engineer. Prior to planting, an area feet (2') in diameter shall be cleared of weed growth at each proposed plant and willow cutting location. Herbicides shall not be used for weed control within the two foot (2') diameter area. The Contractor shall notify the Engineer, in writing, at least ten (10) working days prior to gathering willow cuttings. The cuttings shall be taken only from the areas shown on the plans or other adjacent areas designated by the Engineer.

Willow cuttings shall be taken at random from healthy, vigorous plants. No more than fifty percent (50%) of the plants in a designated area shall be cut. No more than twenty five percent of each individual plant shall be cut. Cuts shall be made with sharp, clean tools. Willow cuttings shall be reasonably straight, 20 inches to 24 inches in length and $\frac{3}{4}$ inch to 1-1/2 inch in diameter at the base of the cutting. The top of each willow cutting shall be cut square above a leaf bud, and the base of each willow cutting shall be cut below a leaf bud at an angle of approximately 45 degrees. Willow cuttings shall have leaves and branches trimmed off flush with the stem. Pruned branches and trimmings shall be spread in the designated willow cutting areas so that no areas are left unsightly.

Willow cuttings shall be planted within 48 hours after cutting and shall be kept wet until planting. Willow cuttings not planted within 48 hours after cutting, or allowed to dry out, shall not be used. A root stimulant shall be applied to the Willow Cuttings immediately prior to planting. The stimulant shall be applied in conformance with the printed instructions of the root stimulant manufacturer. A copy of the instructions shall be furnished to the Engineer prior to applying the stimulant.

Planting holes 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 tools. Plant holes shall be large enough to receive the potted plants and willow cuttings in order that the potted plants and willow cuttings may be planted to the proper depths without damage to the bark. Where rock or other hard material prohibits holes from being excavated as specified, new holes shall be excavated and the abandoned holes backfilled. If the soil in and around the plant hole is not wet prior to planting, the soil shall be watered and maintained in a wet state until the potted plants and willow cuttings are planted.

The base of willow cuttings shall be planted from ten inches (10") to 12 inches deep (approximately one half [1/2] the willow cutting's length) and shall have from three (3) bud to five (5) bud scars exposed above the plant hole. Cuttings with more than five (5) bud scars exposed shall have excess scars removed by pruning. After planting, the plant holes shall be backfilled with excavated material. The excavated material shall be distributed evenly within the hole without clods, lumps or air pockets and compacted without damage to the willow cutting's bark. Compaction shall be adequate to prevent the willow cutting from being easily removed from the soil.

Potted plants and cuttings shall be watered and maintained in a healthy condition from the time the potted plants and cuttings are planted until acceptance of the revegetation period. Potted plants and cuttings that die shall be replaced at the Contractor's expense. The method of planting replacement cuttings shall be as specified in this section for willow cuttings. The quantity of potted plants and willow cuttings will be measured as units determined from actual count in place, excluding additional potted plants and willow cuttings required for replacement cuttings.

Replace *Reserved* in section 20-3.01B(2)(b)(vii) with:

20-3.01B(2)(B)(vii) VALLEY OAK RIPARIAN WOODLAND:

Obtaining plants and planting plants listed on the plans for Valley Oak Riparian Woodlands shall consist of obtaining, transporting and planting *Quercus lobata* (Valley Oak), *Sambucus Mexicana* (Mexican Elderberry), and *Rhamnus Crocei* *lilicfolia* (Hollyleaf Redberry) and Valley Oak Riparian Woodland Seed Mix in conformance with the provisions in section 20-3 Planting. Minimum plant container with established plant shall be a one (1) gallon container.

Plants within the Valley Oak Riparian Woodlands area shall not be planted before October 15 and after April 15 and not until the soil is moist to a minimum depth of eight inches (8"), unless otherwise permitted, in writing, by the Engineer. Prior to planting, an area two feet (2') in diameter shall be cleared of weed growth at each proposed plant location. Herbicides shall not be used for weed control within the two foot (2') diameter area. The Contractor shall notify the Engineer, in writing, at least ten (10) working days prior to planting Valley Oaks and other plants within the Valley Oak Riparian Woodlands trees.

Planting holes 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 tools. Plant holes shall be large enough to receive the potted Valley Oak plant and other plants. Where rock or other hard material prohibits holes from being excavated as specified, new holes shall be excavated and the abandoned holes backfilled. If the soil in and around the plant hole is not wet prior to planting, the soil shall be watered and maintained in a wet state until the Valley Oak plants and other plants are planted. Seed for Valley Oak Riparian Woodland Seed Mix shall be distributed through the area at the pounds per acre as shown on the plans. After planting, the plant holes shall be backfilled with excavated material. The excavated material shall be distributed evenly within the hole without clods, lumps or air pockets and compacted without damage to the Valley Oak or other plants tree bark.

Valley Oak trees and other plants shall be watered and maintained in a healthy condition from the time the plants are planted and the seed is distributed until completion and acceptance of the revegetation period. Oak Trees and other plants that die shall be replaced at the Contractor's expense. The quantity of Valley Oak trees and other plants will be measured as units determined

from actual count in place, excluding additional Valley Oak trees and other plants required for replacement of dead plants.

Replace *Reserved* in section 20-3.01B(2)(b)(viii) with:

20-3.01B(2)(B)(viii) WETLAND PLANTS:

Obtaining plants and planting plants listed on the plans for Wetland Plant Palette shall consist of obtaining, transporting and planting *Typha Latifolia* (Common Cattail), *Schoenoplectus Californicus* (Giant Bulrush), *Juncus Balticus* (Baltic Rush), *Juncus Mexicanus* (Mexican Rush), *Juncus Patens* (Common Rush), *Cryeris eragrostis* (Umbrella sedge) and Wetland Seed Mix in conformance with the provisions in section 20-3 Planting.

Minimum plant container with established plant shall be a one gallon container. Plants within the Freshwater Emergent Wetland and Seasonal Wetland areas shall not be planted before October 15 and after April 15 and not until the soil is moist to a minimum depth of eight inches (8"), unless otherwise permitted, in writing, by the Engineer. Prior to planting, an area two feet (2') in diameter shall be cleared of weed growth at each proposed plant location. Herbicides shall not be used for weed control within the two foot (2') diameter area. The Contractor shall notify the Engineer, in writing, at least ten (10) working days prior to planting Wetland Plant Palette plants within the Freshwater Emergent Wetland or Seasonal Wetland areas.

Planting holes 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 tools. Plant holes shall be large enough to receive the Wetland Plant Palette plants. Where rock or other hard material prohibits holes from being excavated as specified, new holes shall be excavated and the abandoned holes backfilled. If the soil in and around the plant hole is not wet prior to planting, the soil shall be watered and maintained in a wet state until the Wetland Plant Palette plants are planted. Seed for Wetland Seed Mix shall be distributed through the area at the pounds per acre as shown on the plans. After planting, the plant holes shall be backfilled with excavated material. The excavated material shall be distributed evenly within the hole without clods, lumps or air pockets and compacted without damage to the Wetland Plant Palette plants.

Wetland Plant Palette plants shall be watered and maintained in a healthy condition from the time the plants are planted and the seed is distributed until completion and acceptance of the revegetation period. Wetland Plant Palette plants that die shall be replaced at the Contractor's expense. The quantity of Wetland Plant Palette plants will be measured as units determined from actual count in place, excluding additional Wetland Plant Palette plants required for replacement of dead plants.

Add to section 20-4.01A:

This project has a Type 2 plant establishment period.

Plant establishment period shall be for 265 working days and will be independent from working days for the Construction of the project.

The plant establishment period will start after all revegetation planting has been completed by the Contractor and has been accepted by the Engineer in writing.

The Contractor will be responsible for the requirements for the Initial Planting and the First Year of Planting as stated on the Revegetation Plan Sheet No. 2 on page P-2. Additional years of revegetation plant maintenance shall be the responsibility of the County of Monterey through an independent Revegetation Maintenance Contract.

The method for the watering of the plants shall be at the discretion of the Contractor. Watering of Revegetation Plants may be by hand watering or by a maintained irrigation watering system. No water for watering is available at the construction site. The Contractor may contact adjacent property owners with active agricultural lands for availability of on-site irrigation water.

Replace the first paragraph of section 20-4.01C(1) with:

Submit the following seasonal watering schedules for use during the plant establishment period:

1. March through May.
2. June through August.
3. September through October.
4. November through February.

Submit the first season's watering schedule within ten (10) days after the start of the plant establishment period. Submit subsequent watering schedules at least five (5) days before start of the next seasonal period.

Add before the first paragraph of section 20-4.03A:

Maintain a neat and presentable job site during plant establishment including areas not visible to the public.

Add to section 20-4.03D:

Dispose of weeds under section 20-1.03C(4).

Add to section 20-4.03:

20-4.03H PEST CONTROL:

Control pests under sections 20-1.03B and 20-1.03C(1).

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21 EROSION CONTROL

Replace *Reserved* in section 21-2.02L by:

21-2.02L BIO-TREATMENT SOIL MIX:

Place Bio-Treatment Soil Mix as the final layer of the “Infiltration Basin”.

Spread Bio-Treatment Soil Mix as shown on the plans.

Bio-Treatment Soil Mix shall meet the following criteria. "Applicant" refers to the entity proposing the soil mixture for approval by a Permittee.

1. General Requirements – Bio-Treatment Soil Mix shall:

- a. Achieve a long-term, in-place infiltration rate of at least five inches (5") per hour.
- b. Support vigorous plant growth.
- c. Consist of the following mixture of fine sand and compost, measured on a volume basis:
60%-70% Sand
30%-40% Compost

2. Submittal Requirements – The applicant shall submit to the Permittee for approval:

- a. A minimum one-gallon size sample of mixed Bio-Treatment Soil Mix.
- b. Certification from the soil supplier or an accredited laboratory that the Bio-Treatment Soil Mix meets the requirements of this guideline specification.
- c. Grain size analysis results of the fine sand component performed in accordance with ASTM D 422, Standard Test Method for Particle Size Analysis of Soils or Caltrans Test Method (CTM) C202.
- d. Quality analysis results for compost performed in accordance with Seal of Testing Assurance (STA) standards, as specified in 4.
- e. Organic content test results of mixed Bio-Treatment Mix. Organic content test shall be performed in accordance with by Testing Methods for the Examination of Compost and Composting (TMECC) 05.07A, "Loss-On-Ignition Organic Matter Method".
- f. Grain size analysis results of compost component performed in accordance with ASTM D 422, Standard Test Method for Particle Size Analysis of Soils.
- g. A description of the equipment and methods used to mix the sand and compost to produce Bio-Treatment Mix.
- h. Provide the name of the testing laboratory(s) and the following information:
 - (1) Contact person(s).
 - (2) Address(s).
 - (3) Phone contact(s).
 - (4) E-mail address(s).
 - (5) Qualifications of laboratory(s), and personnel including date of current certification by USCC, ASTM, Caltrans, or approved equal.

3. Sand for Bio-Treatment Mix

- a. Sand shall be free of wood, waste, coating such as clay, stone dust, carbonate, etc., or any other deleterious material. All aggregate passing the No. 200 sieve size shall be nonplastic.
- b. Sand for Bio-Treatment Mix shall be analyzed by an accredited lab using #200, #100, #40 or #50, #30, #16, #8, #4, and 3/8 inch sieves (ASTM D 422, CTM 202 or as approved by municipality), and meet the following gradation:

Sieve Size	Percent Passing (by weight)	
	Min	Max
3/8 inch	100	100
No. 4	90	100
No. 8	70	100
No. 16	40	95
No. 30	15	70
No. 40 or No.50	5	55

No. 100	0	15
No. 200	0	5

Note: All sands complying with ASTM C33 for fine aggregate comply with the above gradation requirements.

4. Composted Material

Compost shall be a well decomposed, stable, weed free organic matter source derived from waste materials including yard debris, wood wastes or other organic materials not including manure or biosolids meeting the standards developed by the US Composting Council (USCC). The product shall be certified through the USCC Seal of Testing Assurance (STA) Program (a compost testing and information disclosure program).

- a. Compost Quality Analysis by Laboratory – Before delivery of the soil, the supplier shall submit a copy of lab analysis performed by a laboratory that is enrolled in the US Composting Council’s Compost Analysis Proficiency (CAP) program and using approved Test Methods for the Examination of Composting and Compost (TMECC). The lab report shall verify:
 - (1) Organic Matter Content: thirty five percent (35%) – seventy five percent (75%) by dry weight.
 - (2) Carbon and Nitrogen Ratio: C:N < 25:1 and C:N >15:1
 - (3) Maturity/Stability: Any one (1) of the following is required to indicate stability:
 - (i) Oxygen Test < 1.3 O₂ /unit TS /hr
 - (ii) Specific oxy. Test < 1.5 O₂ / unit BVS /hr
 - (iii) Respiration test < 8 mg CO₂-C /g OM / day
 - (iv) Dewar test < 20 Temp. rise (°C) e.
 - (v) Solvita® > 5 Index value
 - (4) Toxicity: Any one (1) of the following measures is sufficient to indicate non-toxicity.
 - (i) NH₄⁺ : NO₃--N < 3
 - (ii) Ammonium < 500 ppm, dry basis
 - (iii) Seed Germination > 80 % of control
 - (iv) Plant Trials > 80% of control
 - (v) Solvita® = 5 Index value
 - (5) Nutrient Content: provide analysis detailing nutrient content including N-P-K, Ca,Na, Mg, S, and B.
 - (i) Total Nitrogen content 0.9% or above preferred.
 - (ii) Boron: Total shall be <80 ppm;
 - (6) Salinity: Must be reported; < 6.0 mmhos/cm
 - (7) pH shall be between 6.2 and 8.2 May vary with plant species.
- b. Compost Quality Analysis by Compost Supplier – Before delivery of the compost to the soil supplier the Compost Supplier shall verify the following:
 - (1) Feedstock materials shall be specified and include one or more of the following: landscaping/yard trimmings, grass clippings, food scraps, and agricultural crop residues.
 - (2) Maturity/Stability: shall have a dark brown color and a soil-like odor. Compost exhibiting a sour or putrid smell or containing recognizable grass or leaves or is hot (120F) upon delivery or rewetting is not acceptable.

(3) Weed seed/pathogen destruction: provide proof of process to further reduce pathogens (PFRP). For example, turned windrows must reach min. 55C for 15 days with at least five (5) turnings during that period.

c. Compost for Bioretention Soil Texture – Compost for bioretention soils shall be analyzed by an accredited lab using #200, 1/4 inch, 1/2 inch, and one inch (1") sieves (ASTM D 422 or as approved by municipality), and meet the following gradation:

Sieve Size	Percent Passing (by weight)	
	Min	Max
1 inch	99	100
1/2 inch	90	100
1/4 inch	40	90
No. 200	1	10

d. Bulk density shall be between 500 and 1100 dry lbs/cubic yard.

e. Moisture content shall be between 30% - 55% of dry solids.

f. Inerts – compost shall be relatively free of inert ingredients, including glass, plastic and paper, < 1 % by weight or volume.

g. Select Pathogens – Salmonella <3 MPN/4grams of TS, or Coliform Bacteria <10000 MPN/gram.

h. Trace Contaminants Metals (Lead, Mercury, Etc.) – Product must meet US EPA, 40 CFR 503 regulations.

i. Compost Testing – The compost supplier will test all compost products within 120 calendar days prior to application. Samples will be taken using the STA sample collection protocol. (The sample collection protocol can be obtained from the U.S. Composting Council, 4250 Veterans Memorial Highway, Suite 275, Holbrook, NY 11741 Phone: 631-737-4931, www.compostingcouncil.org). The sample shall be sent to an independent STA Program approved lab. The compost supplier will pay for the test.

5. Mulch for Infiltration Basin

Three inches of nonfloatable mulch is recommended for the purpose of retaining moisture, preventing erosion and minimizing weed growth. Projects subject to the State's Model Water Efficiency Landscaping Ordinance (or comparable local ordinance) will be required to provide at least three inches of mulch. Aged mulch, also called compost mulch, reduces the ability of weeds to establish, keeps soil moist, and replenishes soil nutrients. Aged mulch can be obtained through soil suppliers or directly from commercial recycling yards. It is recommended to apply one inch (1") to two inches (2") of composted mulch, once a year, preferably in June following weeding.

Replace *Reserved* in section 21-2.03K with:

21-2.03K EROSION CONTROL (HYDROSEED):

Erosion Control (Hydroseed) shall conform to the provisions in section 21 Erosion Control and specifically section 21-2.03D Hydromulch and Hydroseed. Erosion Control (Hydroseed) work includes removing and disposing of weeds and applying erosion control materials including seed, fiber, commercial fertilizer, organic fertilizer, straw, and tackifier to erosion control (hydroseed) areas as shown on the plans. Erosion Control (Hydroseed) shall be applied to the south abutment approach cut and fill slope as shown on Revegetation Plan No. 1 on Sheet P-1. Erosion Control

Seed Mix is shown on Table 7 Erosion Control Seed Mix on Revegetation Plan No.2 on Sheet P-2.

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DIVISION V SURFACINGS AND PAVEMENTS
39 ASPHALT CONCRETE

Replace Reserved in section 39-2.01C(3)(c) with:

39-2.01C(3)(C) PRIME COAT:

Apply a slow setting asphaltic emulsion as a prime coat to AB areas designated by the Engineer and at a spread rate from 0.15 to 0.40 gal./sq. yd. Do not apply more prime coat than can be absorbed completely by the AB in 24 hours.

You may modify the prime coat application rates if authorized.

Close areas receiving prime coat to traffic. Do not allow tracking the prime coat onto pavement surfaces beyond the job site.

Replace the third paragraph of section 39-3.04A with:

At the locations listed below, schedule cold planting activities such that the pavement is cold planed, the HMA is placed, and the area is open to traffic during the same work shift:

1. " N" STA 10+20
2. _ " N" STA 12+75

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DIVISION VI STRUCTURES

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47 EARTH RETAINING SYSTEMS

Replace *Reserved* in section 47-4 with:

47-4 BLOCK RETAINING WALL:

Block Retaining Wall shall conform to the provisions in section 47 Earth Retaining Systems and specifically section 47-6 Alternative Earth Retaining Systems of the Standard Specifications and these Special Provisions. Block Retaining Wall shall be constructed as shown on the plan sheets R-2 and R-4. Pervious Backfill Material, Non-Woven Geotextile Fabric, and 12" class II Aggregate Base Rock, and six inch (6") plastic perforated drain pipe shown for construction on Typical Retaining Wall Section on Plan Sheet R-4 shall be constructed as shown in Typical Retaining Wall Section. Payment for Non-Woven Geotextile Fabric, and 12" class II Aggregate

Base Rock shall be included in Block Retaining Wall. Payment for Pervious Backfill Material shall be by Class 2 Permeable Material. Payment for six inch (6") Plastic Perforated Drain Pipe shall be by six inch (6") Perforated Plastic Pipe Underdrain.

Excavation and backfill for Retaining Wall Type 1 shall conform to the provisions in section 19-3 Structure Excavation and Backfill of the Standard Specifications and these special provisions.

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48 TEMPORARY STRUCTURES

Add to section 48-1.01 with:

Design and construct shoring or other temporary structures used to protect existing utilities in place, or for other construction activities, under section 48.

Add to second paragraph of section 48-2.01A with:

5. Complies with all PLAC requirements established for the project.

Add to section 48-2.01A:

Falsework supports are only allowed in the river, from top of bank to top of bank, from April 15th to October 1st. However, falsework supports shall not be installed in the river's low flow channel or the soil area dampened by the river's low flow channel prior to June 15th. Falsework supports must be removed from the river by October 1st.

Replace the second and third paragraphs of section 48-2.01C(2) with:

Shop drawings and calculations must be signed by an engineer who is registered as a civil engineer in the state of California.

Add to section 48-2.02B(1):

The falsework design must be in conformance with the current edition of the State of California Department of Transportation Falsework Manual and all permit requirements established for the project. Provide positive restraint against rotation at beam supports for all steel falsework stringer beams, per AISC specifications. Walkways, hand railings and overhangs are considered "falsework" and must be designed and detailed as part of the falsework design.

Falsework and Formwork must be designed to completely capture any concrete spills and overpours.

Construction walkways must be provided at the right and left edges of the bridge deck and must extend a minimum of 5-feet beyond the edges of the deck. The safety rails for the walkways must have toe plates that extend a minimum of 12" inches above the walking surface.

Add to section 48-2.03B:

A total of two (2) gravel pads may be used to support falsework foundations, near the edges of the low flow channel. Gravel pads must be placed near the edges of the channel leave a clear width of 45-feet to 50-feet minimum at the center of the channel, where the river water can flow freely without impediment.

Gravel Pad Plan:

Provide a work plan for the gravel pads for review a minimum of four (4) weeks prior to gravel pad installation. The work plan must conform the requirements of the project permits and include:

1. Installation and removal process, including equipment, platforms for equipment, and access locations.
2. Plans showing locations of gravel pads, including layouts, cross sections, and elevations.
3. Materials proposed for use.
4. Operation and maintenance procedures for the gravel pads.
5. Restoration plans showing before and after conditions, including photos of existing conditions for areas disturbed during the installation, operation, and removal of the gravel pads.
6. 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.
7. Areas for gravel pads must be dewatered with sandbag coffer dams. Biological monitoring is required during dewatering. Use with 14-6.03A and 14-6.03C.

Materials:

Gravel must:

1. Be river run gravel obtained from a river or creek bed with gradation of one hundred percent (100%) passing a 3/4 inch sieve and 0% passing a 3/8 inch sieve
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.
5. Be underlain with fabric that will facilitate the removal of all the falsework pad materials.

Gravel Filled Bags, if used, must comply with section 13-5.02G. The second paragraph of section 13-5.02G does not apply.

Construction:

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

Do not construct or reconstruct the gravel pads if the 24-hour forecasts predict a twenty five percent (25%) or greater chance of rain in the project area.

Contact water agencies that discharge to the construction area to ensure that unexpected water is not discharged during construction which could compromise the total concentration of dissolved solids (TCDS).

When no longer required, remove all components of the gravel pads. Return the creek bed and banks to the original condition.

Falsework shall only be used for one season and shall not be allowed to remain through the rainy season October 1 – May 30 as per 14-6.03A.

Do not excavate the native creek material. Backfill ground disturbance, including holes and depressions caused by the installation and removal of the gravel pads with gravel. Maintain the original line and grade of the creek bed.

Replace the fourth paragraph of section 48-2.03C with:

Use camber strips to compensate for falsework deflection, vertical alignment and anticipated structure deflection. Submit calculations, details, dimensions and locations for camber strips to be used in constructing the falsework.

Replace *Reserved* in section 48-7 with:

48-7 RESIDENT ENGINEER'S OFFICE:

The Contractor shall furnish, until one hundred percent (100%) 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 Nacimiento Lake Drive Bridge Replacement 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 (2) 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 one foot (1') wide shelving located as directed by the Engineer and two (2) portable bookcases, each with a minimum of three (3) four-foot (4') long shelves.

If the office is a trailer, the perimeter of the office area shall be secured by a six foot (6') high chain link fence. The Contractor shall provide a lockable gate and lock assembly with two (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 (3) parking spaces (within the above chain link fence or contiguous to the office building); two (2) desks capable of being locked; one drafting table; one (1) three feet (3') by six feet (6') table; six (6) standard chairs; three (3) desk chairs with arms; one (1) drafting stool; one (1) dry plain paper copying machine with automatic feed and collator capable of making letter size (8 ½" x 11"), legal size (8 ½" x 14"), and ledger size (11" x 17") copies together with sufficient paper and materials for 1000 copies per month; two (2) four-drawer legal size filing cabinets; one (1) plan rack; one (1) refrigerator; one (1) fire extinguisher; one (1) 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; three (3) telephone lines (two [2] for telephones, and one [1] for computer modem); two (2) telephones capable of rollover ring; and one (1) 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 three (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 (2) 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 fifteen percent (15%) 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 Monterey County Resource Management Agency Deputy Director of Public Works, Facilities, and Parks, 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 twenty five percent (25%) payment for "Resident Engineer's Office" shall be made.
- B. At such time as fifty percent (50%) of the work is completed, an additional fifty percent (50%) (total seventy five percent [75%]) payment for "Resident Engineer's Office" shall be made.

a. At such time as one hundred percent (100%) of the work is accepted, then the final twenty five percent (25%) (total one hundred percent [100%]) payment for "Resident Engineer's Office" shall be made.

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49 PILING

Add to section 49-1.03:

Expect difficult pile installation due to the conditions shown in the following table:

Pile location		Conditions
Bridge no.	Support location	
44C0187	Abutment 1	High groundwater, loose to medium dense sand layer overlying very dense/cemented sand, use of permanent steel casing, existing utilities.
44C0187	Bent 2	High groundwater, loose to medium dense sand layer overlying very dense/cemented sand, use of permanent steel casing, existing utilities
44C0187	Abutment 3	High groundwater, very dense/cemented sand starting at shallow depth, use of temporary steel casing, existing utilities.

Also see Special Provision 7-1.02K(6)(j)(iii) for information about concentrations of lead and petroleum products present in the soil at the site.

Add to section 49-2.02B(1)(a):

Permanent steel casings must comply with the specifications for Class N steel pipe piling.

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

The synthetic slurry must be one (1) of the materials shown in the following table:

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

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

Synthetic slurries must comply with the Department's requirements for synthetic slurries to be included in the above table. The requirements are available from the Offices of Structure Design, P.O. Box 168041, MS# 9-4/11G, Sacramento, California 95816-8041.

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

SlurryPro CDP

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

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

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by two (2) pcf.

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

Super Mud

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

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

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by two (2) pcf.

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

Shore Pac GCV

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

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

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by two (2) pcf.

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

Terragel or Novagel Polymer

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

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

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by two (2) pcf.

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

BIG-FOOT

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

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

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by two (2) pcf.

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

POLY-BORE

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

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

^aIf authorized, you may use slurry in a saltwater environment. The allowable density of slurry in a saltwater environment may be increased by two (2) pcf.

Add to section 49-3.02C(6):

Install permanent steel casings by impact or vibratory hammers, oscillators, rotators, or by placing in a drilled hole.

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50 PRESTRESSING CONCRETE

Add to section 50-1.01D(2)(b)(i):

Provide working drawings of the prestressing system proposed for use, for review.

Provide documentation and calibration results for each jack to be used in the work, indicating the date and results of the Caltrans Transportation Laboratory Calibration. Furnish the certified calibration results to the Engineer a minimum of five (5) working days prior to stressing.

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51 CONCRETE STRUCTURES

Add to section 51-1.01C(1):

You are responsible for calculating and setting elevation control points to construct concrete structures to the lines and grades shown. Submit elevation control points and calculations and allow five (5) days for Department review.

If the methacrylate crack treatment is applied to a bridge deck within 100 feet of a residence, business, or public space, submit a public safety plan. Include with the submittal:

1. Copy of public notification letter with a list of delivery addresses and posting locations. The letter must describe the work to be performed and state the treatment work locations, dates, and times. Deliver copies of the letter to residences and businesses within 100 feet of the treatment work and to local fire and police officials, at least seven (7) days before starting treatment activities. Post a copy of the letter at the job site.
2. Airborne emissions monitoring plan. Plan must include monitoring point locations. A CIH certified in comprehensive practice by the American Board of Industrial Hygiene must prepare and execute the plan.
3. Action plan for protecting the public if levels of airborne emissions exceed permissible levels.
4. Copy of the CIH's certification.

After completing methacrylate crack treatment activities, submit results from monitoring production airborne emissions as an informational submittal.

Replace the second paragraph of section 51-1.01C(1) with:

Submit a deck placement plan for concrete bridge decks. Include in the placement plan your method and equipment for ensuring that the concrete bridge deck is kept damp by misting immediately after finishing the concrete surface.

Replace *Reserved* in section 51-1.01D(1) with:

51-1.01D(1) AIRBORNE EMISSIONS MONITORING:

The job site must have at least four (4) airborne emissions monitoring points, including the mixing point, application point, and point of nearest public contact. Monitor airborne emissions during methacrylate crack treatment activities.

Replace the first paragraph of section 51-1.01D(3)(b)(i) with:

Test the surface smoothness and coefficient of friction in the presence of the Engineer. The Engineer measures crack intensity.

Replace the first sentence of the first paragraph of section 51-1.01D(3)(b)(ii) with:

Test the surface smoothness of the following in the presence of the Engineer:

The second paragraph of section 51-1.01D(3)(b)(ii) is deleted.

Replace the first sentence of the first paragraph of section 51-1.01D(3)(b)(iii) with:

After deck surfaces and approach slabs have been textured, test the coefficient of friction of the concrete surfaces under California Test 342, in the presence of the Engineer.

Add to section 51-1.02B:

Concrete for concrete bridge decks must contain polymer fibers. Each cubic yard of concrete must contain at least one (1) pound of microfibers and at least three (3) pounds of macrofibers.

Concrete for concrete bridge decks must contain a shrinkage reducing chemical admixture. Each cubic yard of concrete must contain at least 3/4 gallon of a shrinkage reducing admixture. If you use the maximum dosage rate shown on the Authorized Material List for the shrinkage reducing admixture, your submitted shrinkage test data does not need to meet the shrinkage limitation specified.

Replace *Reserved* in section 51-1.03A with:

51-1.03A SUPERELEVATIONS ON BRIDGE:

Vertical, horizontal, radial, or normal dimensions shown on the typical section are for zero percent (0%) cross slope. You may construct super elevated concrete box girder structures with the typical section rotated around the profile grade line in superelevation areas that have the following characteristics:

1. Sloping exterior girders.
2. Straight, uninterrupted cross slope between edges of deck.
3. A single profile grade line.

For portions of superstructures rotated about the profile grade:

1. Horizontal distances between the profile grade line and the edges of deck must be as shown.
2. Girder widths and slab thicknesses must be as shown.
3. Interior girder stems must remain vertical.

Replace the second and fourth paragraphs of section 51-1.03E(9) with:

Install hangers, utility cradles, anchor bolt inserts, manhole frames and covers, sleeves, casings, and other accessories required for the utility facilities that must be cast in concrete. Also install utility conduits per the requirements of section 70-7.01D of these Special Provisions.

Notify the Engineer and utility owner at least 30 days before the date the structures are ready for utility testing.

Replace the second paragraph of section 51-1.03F(5)(a) with:

The Contractor sets deck elevation control points for use in establishing the grade and cross section of the deck surface. The grade established by the deck elevation control points includes all camber allowances. Elevation control points will not be closer together than approximately eight feet (8') longitudinally and 24 feet transversely to the bridge centerline.

Replace the first paragraph of section 51-1.03F(5)(b)(i) with:

Except for bridge widenings, texture the bridge deck surfaces longitudinally by grinding and grooving.

Add to section 51-1.03F(5)(b)(i):

After completion of bridge deck texturing remove any remaining polymer fibers that extend from any horizontal or vertical bridge concrete surfaces.

Replace the second paragraph of section 51-1.03H with:

Cure the top surface of bridge decks by (1) misting and (2) the water method using a curing medium under section 90-1.03B(2). After strike off, immediately and continuously mist the deck with an atomizing nozzle that forms a mist and not a spray. Continue misting until the curing medium has been placed and the application of water for the water method has started. At the end of the curing period, remove the curing medium and apply curing compound on the top surface of the bridge deck during the same work shift under section 90-1.03B(3). The curing compound must be curing compound no. 1.

Delete the fourth paragraph of section 51-1.03H.

Add to section 51-3.03B(2):

Except for stainless steel surfaces, clean and paint metal bearing surfaces after fabrication under the specifications for new structural steel in section 59-2. SSPC-QP 1, SSPC-QP 2, and AISC-420-10/SSPC-QP 3 certifications are not required.

Add to section 51-4.01A:

The following drainage inlet types must be fabricated of PC concrete:

1. Type G1
2. Type G6

Replace *Reserved* in section 51-8 with:

51-8 RETAINING WALL TYPE 1:

Retaining Wall Type 1 shall conform to the provisions in section 51 Concrete Structures of the Standard Specifications and these Special Provisions.

Retaining Wall Type 1 reinforcing steel shall conform to the provisions in section 52 'Reinforcement of the Standard Specifications and these Special Provisions.'

Excavation and backfill for Retaining Wall Type 1 shall conform to the provisions in section 19-3 Structure Excavation and Backfill of the Standard Specifications and these special provisions.

Texas Classic Type C411 Railing shall be constructed on top of the Retaining Wall Type 1 as shown on the plan sheets R-1, R-3.

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52 REINFORCEMENT

Add to section 52-1.01C(2):

Submit a pdf copy of shop drawings for all reinforcement before starting reinforcement fabrication. Allow 15 days for review.

Replace the first sentence of the second paragraph of section 52-1.01C(3) with:

Submit the following:

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59 STRUCTURAL STEEL COATINGS

Replace *Reserved* in section 59-2.01A(3)(b) with:

59-2.01A(3)(b): SSPC-QP CERTIFICATION:

Submit proof of each required SSPC-QP certification. Required certifications are:

1. SSPC-QP 2, Category A

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60 EXISTING STRUCTURES

Add to section 60-2.01A:

Remove the following structures or portions of structures:

Bridge no./Structure name	Description of work
44C0009/Existing Nacimiento Lake Drive Bridge	Remove entire bridge structure, including bridge superstructure and attachments, abutment 2, wingwalls, pier walls, bank protection, and remove foundations down to 3-feet below existing grade. The existing Abutment No. 1 will remain to provide a location for the Historical Marker.

The bridge superstructure consists of two (2) through-truss main spans with steel girders and a steel grid deck. The superstructure of the two (2) approach spans consists of a cast-in-place concrete deck over four steel railroad flatcar girders. The superstructure is approximately 295-feet long and 20-feet wide.

The superstructure is supported by three (3) bents, who of which consists of two (2) octagonal columns supported on timber piles and connected full height with an integral pier wall, and the southern most bent consisting of two (2) octagonal columns on spread footings, connected with a pier cap at the top and a concrete link beam below grade. The south abutment consists of a diaphragm type abutment with small concrete wingwalls, supported on steel rail piles. The north

abutment consists of a diaphragm type abutment with no wingwalls and bears directly on the soil.

Lead is present in the deteriorated green paint on the existing bridge truss and girder systems, the deteriorated black paint on the bridge deck beams and abutments, and the deteriorated white paint on the existing bridge railings, deck and wheel guides, all of which are classified as California and Federal hazardous waste based on lead content. The road striping paint is also considered a hazardous waste based on lead content. These paints must be removed and disposed of prior to demolition or other activities that would disturb them. Paints that are stripped, blasted, or otherwise separated from the substrate would also be classified as California and Federal hazardous waste based on lead content. See special Provisions sections 14-11.12 and 14-11.13 for additional information and requirements.

In accordance with MBUAPCD/MBARD Rule 424, written notification is required ten (10) working days prior to commencement of any demolition activity.

Protect in place the existing ExxonMobil natural gas, crude oil, and diesel gas lines that pass below the new Abutment 1 and under the roadway to the south of the existing southern Abutment, and continue northward on the east side of the existing bridge alignment, and wrap around the north end of the new Abutment 3. ExxonMobil requires a representative to be on site during any construction activities within the vicinity of their facilities. See the bridge foundation plan for contact information.

After existing bridge removal, regrade creek bottom to existing condition and regrade creek banks per the grading plans.

Revise the following items in the second paragraph of section 60-2.02A(3) as follows:

3. Locations where work is performed over creek and creek banks
5. Protection of people, property, utilities, improvements, creek and creek banks.
6. Methods for preventing material, equipment and debris from falling onto creek and creek banks

Add to section 60-2.02A(3):

For the following bridges or portions of bridges, allow the days shown in the following table for the review of the bridge removal work plan:

Bridge or portion of bridge	Review time (days)
43C0009	25

Debris from any paint removal and demolition activities must be prevented from falling on the soil or water below the bridge structure. As part of the bridge removal work plan, provide shop drawings detailing the protective cover system for protecting the soil and water.

See section 14-11.13 of these special provisions for additional requirements.

Hydro-Demolition:

If hydro-demolition is to be used for Bridge Removal, submit a hydro-demolition work plan, in addition to the bridge removal work plan, that describes in detail the hydro-demolition equipment and how it will be used, the water recovery system and protective cover details for

capturing any errant water that escapes the water recovery system. During hydro-demolition work, provide air and soil monitoring as follows:

Collect air and soil samples at locations designated by the Engineer.

Air Monitoring:

Air monitoring reports, including test results for samples taken after corrective action, must be prepared by the CIH and submitted:

1. Orally within 48 hours after sampling.
2. As an informational submittal within five (5) days after sampling.

Air monitoring reports must include:

1. Date and location of sample collection, sample number, Contract number, bridge number, name of the structure, and District-County-Route-Post Mile.
2. Name and address of the certified laboratory that performed the analyses.
3. Chain of custody documentation.
4. List of emission control measures in place when air samples were taken.
5. Air sample results compared to the appropriate permissible exposure limit (PEL).
6. Corrective action recommended by the CIH to ensure exposure to airborne metals outside containment systems and work areas is within specified limits.
7. Signature of the CIH who reviewed the data and made recommendations.

Monitor the ambient air and soil in and around the work area to verify the effectiveness of the containment system. Work area monitoring includes:

1. Collecting, analyzing, and reporting air and soil test results.
2. Recommending corrective action whenever specified air or soil concentrations are exceeded.

Collect air and soil samples at locations designated by the Engineer.

Air monitoring must be performed under the direction of a CIH.

Collect and analyze air samples to detect lead under the NIOSH Method 7082 using a detection limit of at least 0.05 µg/m³. Collect and analyze air samples to detect other metals under NIOSH Method 7300 using a detection limit of at least one percent (1%) of the appropriate PEL specified by Cal/OSHA. You may use alternative methods of sampling and analysis with equivalent detection limits.

Concentrations of airborne metals outside containment systems and work areas must not exceed any of the following:

1. Average of 1.5 µg/m³ of air per day and 0.15 µg/m³ per day on a rolling 90-day basis. Calculate the average daily concentrations based on accumulated monitoring data and projections based on monitoring trends for the next 90 days or to the end of the work subject to the lead compliance plan if less than the specified averaging period.
2. Ten percent (10%) of the action level specified for lead by 8 CA Code of Regs §1532.1.
3. Ten percent (10%) of the appropriate PELs specified for other metals by Cal/OSHA.

Collect air samples daily during work activities that disturb the existing paint system. Air samples must be analyzed within 48 hours by a facility accredited by the Environmental Lead Laboratory Accreditation Program of the American Industrial Hygiene Association. If concentrations of airborne metals exceed allowable levels, modify the containment system or work activities to prevent further release of metals. If the CIH recommends corrective action,

collect and analyze additional samples after implementing the corrective action unless ordered otherwise.

Soil Sampling:

Submit test results of soil analyses verifying debris and water containment, including results for soil samples taken after corrective action:

1. Orally within 48 hours after sampling.
2. Within five (5) days after sampling.

Soil sampling results must include:

1. Date and location of sample collection, sample number, Contract number, bridge number, name of the structure, and District-County-Route-Post Mile.
2. Concentrations of heavy metals expressed in mg/kg and mg/L.
3. Name and address of the certified laboratory that performed the analyses.
4. Chain-of-custody documentation.

Collect two (2) soil samples from each creek bank before starting work and collect two (2) soil samples from each creek bank within 24 hours after the start of hydro-demolition work. A soil sample consists of five (5) plugs, each 3/4 inch in diameter and 1/2 inch deep, taken at each corner and center of a one (1) sq. yd. area. Analyze soil samples for:

1. Total chromium and lead by US EPA Method 6010B or US EPA Method 7000 series.
2. Soluble chromium and lead by California Waste Extraction Test (CA WET).
3. Soil pH by California DOT Test #643.

The laboratory that analyzes the samples must be certified by the SWRCB's ELAP for all analyses to be performed.

Concentrations of heavy metals in the work area's soil must not increase when the existing paint system is disturbed. If soil sampling shows an increase in the concentrations of heavy metals after completing the work:

1. Clean the affected area.
2. Resample until soil sampling and testing shows concentrations of heavy metals less than or equal to the concentrations collected before the start of work.

Replace the first sentence in section 60-2.02C(2) with:

Provide protective covers for bridge removal work to prevent any debris or other materials from entering the creek or landing on the creek banks.

Replace item 2 in the first paragraph of section 60-2.02C(2) with:

2. Prevent any materials, equipment or debris from falling onto the creek or creek banks.

Delete item 4 in the first paragraph of section 60-2.02C(2).

Replace "Not Used." in section 60-2.02D with:

Bridge removal includes constructing the protective cover system. The system must

comply with section 60-2.02C(2) and 48.

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DIVISION VII DRAINAGE FACILITIES
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64 PLASTIC PIPE

Replace *Reserved* in section 64-2.02F with:

64-2.02F 18" STORM DRAIN CULVERT (HDPE):

18" Storm Drain Culvert (HDPE) shall conform to the provisions in section 64 "Plastic Pipe", "Existing Facilities," and specifically 64-2.02C Corrugated Polyethylene Pipe of the Standard Specifications and these special provisions. 18" Storm Drain Culvert (HDPE) shall be corrugated Polyethylene Pipe, Type S.

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65 CONCRETE PIPE

Replace *Reserved* in section 65-4 with:

65-4 18" RCP, CLASS III:

18" Reinforced Concrete Pipe, Class III shall conform to the provisions in section 65 "Concrete Pipe" and specifically 65-2 Reinforced Concrete Pipe and 65-2.02C Circular Reinforced Concrete Pipe of the Standard Specifications and these special provisions. 18" Reinforced Concrete Pipe shall be 18" inch diameter - Class III.

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68 SUBSURFACE DRAINS

Replace *Reserved* in section 68-8 with:

68-8 PERMEABLE MATERIAL:

Class 2 Permeable Material shall be placed within the Detention Basin as shown plan sheet D-3. Permeable Material shall conform to the provisions in section 68 and specifically section 68-2.02 Permeable Material and section 68-2.02F(3) Class 2 Permeable Material of the Standard Specifications. Payment for Permeable Material, Class 2 shall be by the cubic yard (CY).

Replace *Reserved* in section 68-9 with:

68-9 6" PERFORATED PLASTIC PIPE UNDERDRAIN:

6" Perforated Plastic Pipe Underdrain shall be placed within the Detention Basin as shown on plan sheet D-3. Perforated Plastic Pipe Underdrain shall conform to the provisions in section 68 and specifically section 68-2.02D Perforated Plastic Pipe. Perforated Pipe shall be smooth-wall PVC plastic pipe.

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70 MISCELLANEOUS DRAINAGE FACILITIES

Replace *Reserved* in section 70-7.01D with:

70-7.01D UTILITY CONDUITS:

Telephone Conduit and Welded Steel Pipe Casing

The requirements for the telephone conduits and for the welded steel casing at the abutments, including and not limited to grade of steel and other materials, wall thickness, coatings, and welding quality control, must be in conformance with the plans, specifications, and requirements of AT&T. It is the Contractor's responsibility to verify AT&T requirements and to coordinate inspection of the conduits and casings with AT&T. The Contractor must obtain approval of AT&T conduits and casings from AT&T prior to placing the deck concrete. Any expense incurred to correct deficiencies in order to obtain final approval of the conduits and casings from AT&T, will be borne by the Contractor.

Electrical Conduit and Welded Steel Pipe Casing

The requirements for the electrical conduits and for the welded steel casing at the abutments, including and not limited to grade of steel and other materials, wall thickness, coatings, and welding quality control, must be in conformance with the plans, specifications, and requirements of PG&E. It is the Contractor's responsibility to verify PG&E requirements and to coordinate inspection of the conduits and casings with PG&E. The contractor must obtain approval of PG&E conduits and casings from PG&E prior to placing the deck concrete. Any expense incurred to correct deficiencies in order to obtain final approval of the conduits and casings from PG&E will be borne by the Contractor.

Replace the first paragraph of section 70-7.02D:

Concrete casing supports must consist of a CIP minor concrete pipe cradle, welded wire reinforcement, galvanized steel pipe clamp, steel sheet, and two (2) anchor bolts. Steel hardware for the concrete casing supports must comply with section 75-3 of the Standard Specifications.

Replace *Reserved* in section 70-8 with:

70-8 PRECAST DRAINAGE INLET:

Precast Drainage Inlets Type G1 and G6 shall conform to the provisions in section 70, "Miscellaneous Drainage Facilities" of the Standard Specifications and these special

provisions. “Precast Drainage Inlets” shall be installed at the locations as shown on the plans. Type G6 Drainage Inlets shall use bicycle proof grates as shown on Standard Plan D77B and Type G1 Drainage Inlets shall use grates as shown on Standard Plan D77A.

Payment quantity for Drainage Inlet Type G1 and Drainage Inlet Type G6 shall be by each location shown on the plans and shall include associated grates.

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71 EXISTING DRAINAGE FACILITIES

Replace *Reserved* in section 71-6.03 with:

71-6.03A GENERAL:

Abandon culverts or pipelines by removing portions of the culverts or pipelines, filling the inside, and backfilling the depressions and trenches to grade. As an alternative to abandoning a culvert or pipeline, you may remove the culvert or pipeline, dispose of it, and backfill.

Notify the Engineer before abandoning a culvert or pipeline.

71-6.03B MATERIALS:

Openings into existing structures that are to remain in place must be plugged with minor concrete under section 90.

71-6.03C CONSTRUCTION:

Wherever culverts or pipelines intersect side slopes, remove them to a depth of at least three (3) feet. Measure the depth normal to the plane of the finished side slope. Abandon the remaining portion of the culvert or pipeline.

Culverts or pipelines that are 12 inches or more in diameter must be completely filled by authorized methods. Backfill with sand that is clean, free draining, and free from roots and other deleterious substances. As an alternative to sand, you may backfill with one of the following:

1. Controlled low-strength material under section 19-3.02G
2. Slurry cement backfill under section 19-3.02E

Ends of culverts and pipelines must be securely closed by a 6-inch-thick, tight-fitting plug or wall of commercial-quality concrete.

71-6.03D PAYMENT:

If backfilling inside the culvert or pipeline is required, payment for backfilling inside the culverts or pipelines is included in the payment for abandon culvert or abandon pipeline. Payment for backfilling outside the culvert or pipeline is included in the payment for abandon culvert or abandon pipeline.

If backfilling inside the culvert or pipeline is required, payment for backfilling inside the culvert or pipeline is paid for as sand backfill. Payment for backfilling outside the culvert or pipeline is included in the payment for abandon culvert or abandon pipeline.

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DIVISION VIII MISCELLANEOUS CONSTRUCTION

72 SLOPE PROTECTION

Replace *Reserved* in section 72-7 with:

72-7 ROCK SLOPE PROTECTION (NO. 3, METHOD B) AT DRAINAGE CULVERT OUTLETS:

Rock Slope Protection (No. 3, Method B) and Rock Slope Protection Fabric (Class B) utilized to dissipate water at culvert outlets at locations indicated and as shown on the plan sheets D-1, D-2, and D-3 shall conform to the provisions in section 72 Slope Protection and specifically section 72-2 Rock Slope Protection. Rock Slope Protection (No. 3, Method B) shall correspond to size and gradation for Rock Slope Protection Class III listed in the Rock Gradation Table in section 72-2.02B Rock. Rock Slope Protection shall be installed by Method B as indicated in section 72-2.03C Placement Method B.

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78 INCIDENTAL CONSTRUCTION

Add to section 78-22.01 General:

Existing surfacing, when no longer required for the passage of public traffic, shall be obliterated at the locations shown on the plans.

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80 FENCES

Replace *Reserved* in section 80-2.02A General with:

80-2.02A FENCE POSTS:

Posts must be wood.

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

DIVISION IX TRAFFIC CONTROL DEVICES

83 RAILINGS AND BARRIERS

83-2.02C(3) TYPE WB-31 TRANSITION RAILINGS:

Replace *Reserved* in section 83-2.02C(3) Type WB-31 Transition Railings: with:

The offset from the face of the Type WB-31 transition railing to the hinge point must be at least 3'-6".

The offset from the face of the adjacent midwest guardrail system to the hinge point must be transitioned from the offset at the Type WB-31 transition railing to 4'-0" using a ratio of 6:1.

83-2.04 TERMINAL SYSTEMS:

Replace *Reserved* in section 83-2.04B with:

83-2.04B(1) GENERAL:

83-2.04B(1)(a) SUMMARY:

Section 83-2.04B includes specifications for constructing alternative in-line terminal systems.

83-2.04B(1)(b) DEFINITIONS:

Not Used.

83-2.04B(1)(c) SUBMITTALS:

Submit a certificate of compliance for alternative in-line terminal systems.

83-2.04B(1)(d) QUALITY ASSURANCE:

Obtain the Department-authorized manufacturer's drawing and the manufacturer's check list for the assembly and installation of the alternative in-line terminal system from the manufacturer's representative or distributor. Notify the Engineer of the type of alternative in-line terminal system to be installed at each location before starting installation activities. Complete, sign, and date the check list for each installed terminal system and submit a copy of the completed and signed check list for each installed location. The Engineer signs and dates the completed check lists, verifying the terminal system at each location was assembled and installed under the manufacturer's instructions and as described.

83-2.04B(2) MATERIALS:

Alternative in-line terminal systems must be one of the following or a Department-authorized equal:

1. Type SKT-W-MGS for wood post terminal system - Type SKT-MGS terminal system must be a SKT 350 sequential kinking terminal with a system length of 53'-1-1/2", manufactured by Road Systems, Inc., located in Big Spring, Texas, and must include items detailed for Type SKT-MGS terminal system, as shown. The SKT 350 sequential kinking terminal can be obtained from the following distributors: Address Telephone no. UNIVERSAL INDUSTRIAL SALES PO BOX 699 PLEASANT GROVE UT 84062 (801) 785-0505 GREGORY INDUSTRIES INC 4100 13TH ST SW CANTON OH 44708 (330) 477-4800.

2. Type X-Lite terminal system – Type X -Lite terminal system must be a 31" X-Lite Guard Rail End Terminal manufactured by Barrier Systems, Inc., located in Vacaville, CA, and must include items detailed for Type 31" X-Lite terminal system, as shown. The 31" X-Lite Guard Rail End Terminal can be obtained from the following distributor: Address Telephone no. STATEWIDE SAFETY AND SIGNS INC 130 GROBRIC COURT FAIRFIELD CA 94533 (800) 770-2644.

3. Type 31" X-Tension terminal system - Type 31" X-Tension terminal system must be a 31" X-Tension Guard Rail End Terminal manufactured by Barrier Systems, Inc., located in Vacaville, CA, and must include items detailed for Type 31" X-Tension terminal system, as shown. The 31" X-Tension Guard Rail End Terminal can be obtained from the following distributor: Address Telephone no. STATEWIDE SAFETY AND SIGNS INC 130 GROBRIC COURT FAIRFIELD, CA 94533 (800) 770-2644.

83-2.04B(3) CONSTRUCTION:

Install alternative in-line terminal systems under the manufacturer's installation instructions. Identify each terminal system by painting the type of terminal system in 2-inch-high, neat, black letters and figures on the backside of the rail element between system posts number 4 and 5. Paint must be metallic acrylic resin type spray paint. Before applying terminal system identification, the surface to receive terminal system identification must be free of all dirt, grease, oil, salt, or other contaminants by washing the surface with detergent or other suitable cleaner. Rinse thoroughly with fresh water and allow to fully dry.

For Type SKT-W-MGS terminal system, install the soil tube with soil plate attached at Post 1, breakaway cable terminal post at Post 2, and controlled release terminal posts at Posts 3 through 8. Drive the soil tubes with or without pilot holes, or place them in drilled holes. Backfill the space around the soil tubes with selected earth that is free of rock. Place the earth in 4-inch-thick layers. Moisten and thoroughly compact each layer. Coat the inside surfaces of the soil tubes to receive wood terminal posts with grease that will not melt or run at a temperature of 149 degrees F or less. Insert the posts into the tubes by hand. Do not drive the posts. You may slightly round the post edges to facilitate insertion.

For Type 31" X-Lite terminal system, connect two 13'- 6 1/2" rail elements between Post 7 and the Midwest Guardrail System. Use W6 x 8.5 or W6 x 9 steel posts for all crimped posts and line posts. Drive posts or place them in drilled holes. Backfill the space around the crimped posts, post 2 with attached soil plate, and lines posts with selected earth that is free of rock. Place the earth in 4-inch-thick layers. Moisten and thoroughly compact each layer. All blocks must be wood or plastic.

For Type 31" X-Tension terminal system, drive the steel post and soil anchor with or without pilot holes, or place them in drilled holes. Backfill the space around the steel post and soil anchor with selected earth that is free of rock. Place the earth in 4-inch-thick layers. Moisten and thoroughly compact each layer. Insert wood terminal posts into drilled holes by hand and backfill in the same manner as the steel post and soil anchor. Do not drive wood terminal posts. All blocks must be wood or plastic.

83-2.04B(4) PAYMENT:

Not Used.

Replace *Reserved* in section 83-2.04C Alternative Flared Terminal Systems with:

83-2.04C(1) GENERAL:

83-2.04C(1)(a) SUMMARY:

Section 83-2.04C includes specifications for constructing alternative flared terminal systems.

83-2.04C(1)(b) DEFINITIONS:

Not Used.

83-2.04C(1)(c) SUBMITTALS:

Submit a certificate of compliance for alternative flared terminal systems

83-2.04C(1)(d) QUALITY ASSURANCE:

Obtain the Department-authorized manufacturer's drawing and the manufacturer's check list for the assembly and installation of the alternative flared terminal system from the manufacturer's representative or distributor. Notify the Engineer of the type of alternative flared terminal system to be installed at each location before starting installation activities. Complete, sign, and date the check list for each installed terminal system and submit a copy of the completed and signed check list for each installed location. The Engineer signs and dates the completed check lists, verifying the terminal system at each location was assembled and installed under the manufacturer's instructions and as described.

83-2.04C(2) MATERIALS:

Alternative flared terminal systems must be one (1) of the following or a Department-authorized equal:

1. Type FLEAT-W-MGS for wood terminal system. Type FLEAT-MGS terminal system must be a FLEAT-350 with a system length of 37'-6", manufactured by Road Systems, Inc., located in Big Spring, Texas, and must include items detailed for Type FLEAT-MGS terminal system, as shown. The FLEAT-350 can be obtained from the following distributors: Address Telephone no. UNIVERSAL INDUSTRIAL SALES PO BOX 699 PLEASANT GROVE UT 84062 (801) 785-0505 GREGORY INDUSTRIES INC 4100 13TH ST SW CANTON OH 44708 (330) 477-4800.
2. Type X-Lite terminal system – Type X -Lite terminal system must be a 31" X-Lite Guard Rail End Terminal manufactured by Barrier Systems, Inc., located in Vacaville, CA, and must include items detailed for Type 31" X-Lite terminal system, as shown. The 31" X-Lite Guard Rail End Terminal can be obtained from the following distributor: Address Telephone no. STATEWIDE SAFETY AND SIGNS INC 130 GROBRIC COURT FAIRFIELD CA 94533 (800) 770-2644 3. Type 31" X-TENSION terminal system.
3. Type 31" X-Tension terminal system must be a 31" X-Tension Guard Rail End Terminal manufactured by Barrier Systems, Inc., located in Vacaville, CA, and must include items detailed for Type 31" X-Tension terminal system, as shown. The 31" X-Tension Guard Rail End Terminal can be obtained from the following distributor: Address Telephone no. STATEWIDE SAFETY AND SIGNS INC 130 GROBRIC COURT FAIRFIELD CA 94533 (800) 770-2644.

83-2.04C(3) CONSTRUCTION:

Install alternative flared terminal systems under the manufacturer's installation instructions. Identify each terminal system by painting the type of terminal system in 2-

inch-high, neat, black letters and figures on the backside of the rail element between system posts number 4 and 5. Paint must be metallic acrylic resin type spray paint. Before applying terminal system identification, the surface to receive terminal system identification must be free of all dirt, grease, oil, salt, or other contaminants by washing the surface with detergent or other suitable cleaner. Rinse thoroughly with fresh water and allow to fully dry.

For Type 31" X-Lite terminal system, connect one 13'- 6 1/2" rail element to Post 7 and the Midwest Guardrail System. Use W6 x 8.5 or W6 x 9 steel posts for all crimped posts and line posts. Drive posts or place them in drilled holes. Backfill the space around the crimped posts, post 2 with attached soil plate, and lines posts with selected earth that is free of rock. Place the earth in 4-inch-thick layers. Moisten and thoroughly compact each layer. All blocks must be wood or plastic.

For Type FLEAT-W-MGS terminal system, install the soil tube with soil plate attached at Posts 1 and 2, breakaway cable terminal posts at Posts 1 and 2, and controlled release terminal posts at Posts 3 through 6. Drive the soil tubes with soil plates with or without pilot holes or place them in drilled holes. Backfill the space around the soil tubes with selected earth that is free of rock. Placed the earth in 4-inch-thick layers. Moisten and thoroughly compact each layer. The breakaway cable terminal posts must be inserted into the soil tubes by hand and must not be driven.

For Type 31" X-Tension terminal system, drive the steel post and soil anchor with or without pilot holes, or place them in drilled holes. Backfill the space around the steel post and soil anchor with selected earth that is free of rock in 4-inch-thick layers. Moisten and thoroughly compact each layer. Insert wood terminal posts into drilled holes by hand and backfill in the same manner as the steel post and soil anchor. Wood terminal posts must not be driven. All blocks must be wood or plastic.

83-2.04C(4) PAYMENT

Not Used.

Add to section 83-3.01C SUBMITTALS:

Submit shop drawings for Texas Classic Type C411 concrete bridge and retaining wall railings that show a full and complete elevation for each railing, with complete layout dimensions, interior and exterior bays and dimensions, pilaster locations and dimensions, abutment end pilaster locations and dimensions, wall end pilaster locations and dimensions, joint locations, and any other information required to confirm barrier details and layout.

Add to section 83-3.02B(1) GENERAL:

Concrete for bridge Texas Classic Type C411 concrete bridge railings must have a minimum 28 day compressive strength of 4000 pounds per square inch, and is considered to be designated by compressive strength.

Concrete for retaining wall Texas Classic Type C411 concrete railings must have a minimum 28 day compressive strength of 4000 pounds per square inch, and is considered to be designated by compressive strength.

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DIVISION XI MATERIALS
90 CONCRETE

Add to section 90-1.01C Submittals:

90-1.01C(13) POLYMER FIBERS (SUBMITTAL):

Submit fiber manufacturer's product data and instructions for use.

Submit a certificate of compliance for each shipment and type of fiber.

Replace the row for bridge deck concrete in the table in the 1st paragraph of section 90-1.02A with:

Bridge deck concrete	0.032
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Add to section 90-1.02 MATERIALS:

90-1.02K POLYMER FIBERS:

Fibers must comply with ASTM D7508. Microfibers must be from $\frac{1}{2}$ " to 2" inches long. Macrofibers must be from 1" to 2-1/2" inches long.

^^^^^^^^^^^^^^^^^^^^^^^^^^^^
96 GEOSYNTHETICS

Add to section 96-1.02B PACKAGING, LABELING, AND STORING:

Filter fabric for geocomposite drains at abutments, wingwalls and retaining walls must be Class B.

REVISED STANDARD SPECIFICATIONS

The latest Revised Standard Specifications for use on this project were issued by Caltrans on 4/17/2020.

The most recent Caltrans Revised Standard Plans and Specifications are available at the following web site.

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

ATTACHMENT A: PERMITS

CDFW STREAMBED ALTERATION PERMIT

USACE NATIONWIDE PERMIT

CENTRAL COAST RWQCB PERMIT

APPENDIX I - SAMPLE CONTRACT

SAMPLE CONTRACT

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 2202

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:

NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202
State Project No: 05142274L
Federal Aid Project No: STPLX-5944(139)

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 2015, and the Standard Plans 2015, including issued revision, of the State of California, Department of Transportation.
- (b) A set of plans and cross sections (when applicable) entitled:

NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202
State Project No: 05142274L
Federal Aid Project No: STPLX-5944(139)

- (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:

**NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202
State Project No: 05142274L
Federal Aid Project No: STPLX-5944(139)**

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
1	015808		Remove 18" Culvert	EA	1		
2	057700A		Protect Existing Utilities In Place	LS	1		
3	066013		Construction Staking	LS	1		
4	066018		Furnish Field Office	LS	1		
5	070030		Lead Compliance Plan	LS	1		
6	080050		Progress Schedule (CPM)	LS	1		
7	090105		Time-Related Overhead	LS	1		
8	120090		Construction Area Signs	LS	1		
9	120100		Traffic Control System	LS	1		
10	120165		Channelizer (Surface Mounted)	EA	130		
11	130100		Job Site Management	LS	1		
12	130200		Prepare Water Pollution Control Program	LS	1		
13	130300		Water Pollution Control/Erosion Control	LS	1		
14	130310		Rain Event Action Plan	EA	10		
15	130330		Storm Water Annual Report	EA	2		
16	141000	F	Temporary Fence (Type ESA)	LF	750		
17	146002	S	Contractor Supplied Biologist	LS	1		
18	146007		Invasive Species Control	LS	1		
19	150605		Remove Fence	LF	1,070		
20	153103		Cold Plane Asphalt Concrete Pavement	SQYD	80		

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
21	157550		Bridge Removal	LS	1		
22	160110		Temporary High-Visibility Fence	LF	1,500		
23	170103		Clearing and Grubbing	LS	1		
24	190101		Roadway Excavation	CY	405		
25	190140		Trench Excavation	CY	360		
26	190151	F	Grading for Wetlands	CY	700		
27	192003	F	Structure Excavation (Bridge)	CY	400		
28	192037	F	Structure Excavation (Retaining Wall)	CY	190		
29	193003	F	Structure Backfill (Bridge)	CY	200		
30	193013	F	Structure Backfill (Retaining Wall)	CY	171		
31	198010		Imported Borrow	CY	5,600		
32	198209		Subgrade Enhancement Geotextile, Class B2	SQYD	2,520		
33	203031	S	Erosion Control (Hydroseed)	SQYD	2,000		
34	204003	S	Plant (Group C) Willow & Mulefat Riparian Scrub Plant	EA	80		
35	204006	S	Plant (Group W) Willow Cuttings	EA	40		
36	204008	S	Plant (Group H) Willow & Mulefat Riparian Seed Mix	SQYD	750		
37	204009	S	Plant (Group I) Valley Oak Riparian Woodland Plant Palette	EA	36		
38	204010	S	Plant (Group O) Valley Oak Riparian Woodland Seed Mix	SQYD	800		
39	204011	S	Plant (Group K) Wetland Plant Palette	EA	240		

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
40	204013	S	Wetland Seed Mix	SQYD	390		
41	204099	S	Plant Establishment Work	LS	1		
42	210220		Bio-Treatment Soil Mix	CY	49		
43	260203		Class 2 Aggregate Base	CY	710		
44	390132		Hot Mix Asphalt (Type A)	TON	580		
45	394076		Place Hot Mix Asphalt Dike (Type E)	LF	370		
46	394077		Place Hot Mix Asphalt Dike (Type F)	LF	75		
47	490500A	F-P	90" Dia. Permanent Steel Casing (Abut 1)	LF	75		
48	490500B	F-P	102" Dia. Permanent Steel Casing (Bent 2)	LF	23		
49	490604		30" Dia. CIDH Concrete Piling (Abut 3)	LF	306		
50	490616		84" CIDH Concrete Piling (Abut 1)	LF	123		
51	490618		96" CIDH Concrete Piling (Bent 2)	LF	73		
52	500001	F	Prestressing Cast-In-Place Concrete	LS	1		
53	510051	F	Structural Concrete, Bridge Footing	CY	65		
54	510053	F	Structural Concrete, Bridge	CY	650		
55	510054	F	Structural Concrete, Bridge (Polymer Fiber)	CY	245		
56	510060	F	Structure Concrete, Retaining Wall	CY	91		
57	510085	F	Structural Concrete, Approach Slab	CY	25		
58	510502		Minor Concrete (Minor Structure)	CY	6		
59	518051	P	PTFE Spherical Bearing	EA	8		
60	519100	P	Joint Seal (MR=2.0")	LF	72		

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
61	519102	F	Joint Seal (Type AL)	LF	40		
62	520102	F-P	Bar Reinforcing Steel (Bridge)	LB	387,500		
63	520103	F-P	Bar Reinforcing Steel (Retaining Wall)	LB	11,200		
64	566011		Roadside Sign – One Post	EA	8		
65	641107		18" Storm Drain Culvert (HDPE)	LF	52		
66	650014		18" Reinforced Concrete Pipe	LF	340		
67	650311		18" Reinforced Concrete Pipe, Class III	LF	92		
68	665013		15" Corrugated Steel Pipe (.064" Thick)	LF	20		
69	680902		6" Perforated Plastic Pipe Underdrain	LF	20		
70	682042		Class 2 Permeable Material	CY	49		
71	703450A	F-P	18" Welded Steel Pipe Casing (Bridge)	LF	90		
72	707106		Precast Drainage Inlet with Grate	EA	4		
73	721013		Rock Slope Protection (1/4 Ton, Method B)	CY	410		
74	721019		Rock Slope Protection (No. 3, Method B)	CY	20		
75	721028		Rock Slope Protection (No. 2, Method B)	CY	155		
76	729011A		Rock Slope Protection Fabric (At Abutments)	SQYD	650		
77	729011B		Rock Slope Protection Fabric (Class 8) (At Drainage Outlets)	SQYD	54		
78	731502		Minor Concrete (Miscellaneous Construction)	CY	6		
79	780210		Survey Monument (Type A)	EA	3		
80	782120		Relocate Mail Box	EA	1		

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
81	800006		Fence (Type BW 6-Strand Wood Post)	LF	750		
82	820132		Object Marker (Type L)	EA	4		
83	820134		Object Marker (Type P)	EA	4		
84	839543		Transition Railing (Type WB-31)	EA	4		
85	839584		Alternative In-Line Terminal System	EA	3		
86	839585		Alternative Flared Terminal System	EA	1		
87	839700A	F	Texas Classic Type C411 Railing (At Retaining Wall)	LF	97		
88	839700B	F	Texas Classic Type C411 Railing (At Bridge Structure)	LF	605		
89	840501		Thermoplastic Traffic Stripe	LF	4,220		
90	861020A	F	4" Diameter AT&T Type 3 Telephone Conduit	LF	592		
91	86102B	F	6" Diameter PG&E Type 1 Electrical Conduit	LF	592		
92	999990		Mobilization	LS	1		
TOTAL COST							

F – Final Pay Item

S – Specialty Item

P – Partial Pay Item

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 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: Carl P. Holm

Title: RMA Director

Dated:

By:

Name: Gary Giboney

Title: Chief Deputy Auditor-Controller

Date:

APPROVE 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: Chief Assistant 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 Contract 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 Contract.

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:

**NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202
State Project No: 05142274L
Federal Aid Project No: STPLX-5944(139)**

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:

**NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202
State Project No: 05142274L
Federal Aid Project No: STPLX-5944(139)**

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

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

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

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

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

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

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

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

(Corporate Seal)

Principal

By _____

Name and Title _____

(Corporate Seal)

Surety

By _____

Name and Title _____

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

APPENDIX II – EXHIBITS AND FORMS

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

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

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

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

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

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

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

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

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

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

NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202

7/20/2020

**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 (2) situations that are being addressed by CP-CEM 2403(F) are, if a firm certified as a DBE and doing work on the Contract during the course of the project becomes Decertified, and if a non-DBE firm doing work on the Contract during the course of the project becomes Certified as a DBE.

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

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

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

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

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

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

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

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

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

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

CEM-2402F (REV 02/2008)

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.		ADMINISTERING AGENCY			CONTRACT COMPLETION DATE	
PRIME CONTRACTOR				BUSINESS ADDRESS					ESTIMATED CONTRACT AMOUNT \$		
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT				DATE OF FINAL PAYMENT			
				NON-DBE	DBE	DATE WORK COMPLETE					
				\$	\$						
				\$	\$						
				\$	\$						
				\$	\$						
				\$	\$						
				\$	\$						
				\$	\$						
				\$	\$						
				\$	\$						
ORIGINAL COMMITMENT				TOTAL	\$	\$					
\$											
DBE											

List all First-Tier Subcontractors, vantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item Disad of work) was different than d at time of award, provide comments on back of form. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

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

Copy Distribution-Caltrans contracts:

Copy Distribution-Local Agency contracts:

Original - District Construction

Original - District Local Assistance
Engineer

Copy- Business Enterprise Program

Copy- District Local Assistance
Engineer

Copy- Contractor

Copy- Local Agency
file

Copy Resident Engineer

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.

FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTOR'S ANNUAL EEO REPORT

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTOR'S ANNUAL EEO REPORT												OMB NO. 2125-0019						
												Local Agency Contract No. _____		Report For JULY ____ 20____				
1. CHECK APPROPRIATE BLOC Contractor S	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 EMPLOYEE S		TOTAL MINORITIE S		BLACK Not of Hispanic		HISPANIC		AMERICAN INDIAN OR ALASKAN NATIVE		ASIAN OR PACIFIC		WHITE Not of Hispanic Origin		APPRENTICE S		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



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)

**MONTEREY COUNTY
RESOURCE MANAGEMENT AGENCY**

PUBLIC WORKS, FACILITIES AND PARKS

BOOK TWO

BID FORM

**NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202
State Project No: 05142274L
Federal Aid Project No: STPLX-5944(139)**



**MONTEREY COUNTY BOARD OF SUPERVISORS
GOVERNMENT CENTER, 168 W. ALISAL STREET, 1ST FLR,
CONFERENCE ROOM 1032
SALINAS, CALIFORNIA 93901-2437**

BOOK TWO

BID FORM

**NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202
State Project No: 05142274L
Federal Aid Project No: STPLX-5944(139)**

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: **AREA CODE ()** _____

FAX NO: **AREA CODE ()** _____

CONTRACTOR LICENSE NO. _____

APPROVED AS TO FORM:
Mary Grace Perry
Digitally signed by Mary Grace Perry
Date: 2020.09.03
12:45:14 -07'00'
MARY GRACE PERRY
Deputy County Counsel

BOOK TWO

TABLE OF CONTENTS

	Page No.
BID FORM.....	4
LIST OF SUBCONTRACTORS.....	15
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION.....	18
PUBLIC CONTRACT CODE.....	19
NONCOLLUSION DECLARATION.....	21
DEBARMENT AND SUSPENSION CERTIFICATION	22
NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS	23
DISCLOSURE OF LOBBYING ACTIVITIES	24
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES	25
STATEMENT CONCERNING EMPLOYMENT OF UNDOCUMENTED ALIENS	26
CONTRACTOR'S CERTIFICATE AS TO WORKER'S COMPENSATION	27
LIST OF SATISFIED PUBLIC AGENCIES.....	28
EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT	29
INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT	30
EXHIBIT 15-H DBE INFORMATION – GOOD FAITH EFFORTS	31
BIDDER'S BOND.....	34

BID FORM

NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202
State Project No: 05142274L
Federal Aid Project No: STPLX-5944(139)

TO: MONTEREY COUNTY BOARD OF SUPERVISORS
Government Center
168 W. Alisal Street, 1st Floor, Room 1032
Salinas, California 93901-2683

1. Pursuant to and in compliance with the Notice to Bidders Inviting Formal Bids and with the other documents relating thereto, the undersigned bidder, having become familiar with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, the project plans and specifications, and the other Contract documents, hereby proposes and agrees to perform within the time hereinafter set forth the said Specifications and shown on the plans accompanying them, and to provide and furnish any and all labor, materials, equipment, transportation, utilities, and services necessary to perform the Contract and complete in a workmanlike manner all of the work required in connection with the following project: NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT, all in strict conformity with the specifications and other Contract documents, including all addenda for the sum hereinafter stated:

NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202
State Project No: 05142274L
Federal Aid Project No: STPLX-5944(040)

BID:

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
1	015808		Remove 18" Culvert	EA	1		
2	057700A		Protect Existing Utilities In Place	LS	1		
3	066013		Construction Staking	LS	1		
4	066018		Furnish Field Office	LS	1		
5	070030		Lead Compliance Plan	LS	1		
6	080050		Progress Schedule (CPM)	LS	1		
7	090105		Time-Related Overhead	LS	1		
8	120090		Construction Area Signs	LS	1		
9	120100		Traffic Control System	LS	1		
10	120165		Channelizer (Surface Mounted)	EA	130		
11	130100		Job Site Management	LS	1		
12	130200		Prepare Water Pollution Control Program	LS	1		
13	130300		Water Pollution Control/Erosion Control	LS	1		
14	130310		Rain Event Action Plan	EA	10		
15	130330		Storm Water Annual Report	EA	2		
16	141000	F	Temporary Fence (Type ESA)	LF	750		
17	146002	S	Contractor Supplied Biologist	LS	1		
18	146007		Invasive Species Control	LS	1		
19	150605		Remove Fence	LF	1,070		

BID Continued:

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
20	153103		Cold Plane Asphalt Concrete Pavement	SQYD	80		
21	157550		Bridge Removal	LS	1		
22	160110		Temporary High-Visibility Fence	LF	1,500		
23	170103		Clearing and Grubbing	LS	1		
24	190101		Roadway Excavation	CY	405		
25	190140		Trench Excavation	CY	360		
26	190151	F	Grading for Wetlands	CY	700		
27	192003	F	Structure Excavation (Bridge)	CY	400		
28	192037	F	Structure Excavation (Retaining Wall)	CY	190		
29	193003	F	Structure Backfill (Bridge)	CY	200		
30	193013	F	Structure Backfill (Retaining Wall)	CY	171		
31	198010		Imported Borrow	CY	5,600		
32	198209		Subgrade Enhancement Geotextile, Class B2	SQYD	2,520		
33	203031	S	Erosion Control (Hydroseed)	SQYD	2,000		
34	204003	S	Plant (Group C) Willow & Mulefat Riparian Scrub Plant Palette	EA	80		
35	204006	S	Plant (Group W) Willow Cuttings	EA	40		
36	204008	S	Plant (Group H) Willow & Mulefat Riparian Seed Mix	SQYD	750		
37	204009	S	Plant (Group I) Valley Oak Riparian Woodland Plant Palette	EA	36		
38	204010	S	Plant (Group O) Valley Oak Riparian Woodland Seed Mix	SQYD	800		

BID Continued:

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
39	204011	S	Plant (Group K) Wetland Plant Palette	EA	240		
40	204013	S	Wetland Seed Mix	SQYD	390		
41	204099	S	Plant Establishment Work	LS	1		
42	210220		Bio-Treatment Soil Mix	CY	49		
43	260203		Class 2 Aggregate Base	CY	710		
44	390132		Hot Mix Asphalt (Type A)	TON	580		
45	394076		Place Hot Mix Asphalt Dike (Type E)	LF	370		
46	394077		Place Hot Mix Asphalt Dike (Type F)	LF	75		
47	490500A	F-P	90" Dia. Permanent Steel Casing (Abut 1)	LF	75		
48	490500B	F-P	102" Dia. Permanent Steel Casing (Bent 2)	LF	23		
49	490604		30" Dia. CIDH Concrete Piling (Abut 3)	LF	306		
50	490616		84" CIDH Concrete Piling (Abut 1)	LF	123		
51	490618		96" CIDH Concrete Piling (Bent 2)	LF	73		
52	500001	F	Prestressing Cast-In-Place Concrete	LS	1		
53	510051	F	Structural Concrete, Bridge Footing	CY	65		
54	510053	F	Structural Concrete, Bridge	CY	650		
55	510054	F	Structural Concrete, Bridge (Polymer Fiber)	CY	245		
56	510060	F	Structure Concrete, Retaining Wall	CY	91		
57	510085	F	Structural Concrete, Approach Slab	CY	25		
58	510502		Minor Concrete (Minor Structure)	CY	6		

BID Continued:

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
59	518051	P	PTFE Spherical Bearing	EA	8		
60	519100	P	Joint Seal (MR=2.0")	LF	72		
61	519102	F	Joint Seal (Type AL)	LF	40		
62	520102	F-P	Bar Reinforcing Steel (Bridge)	LB	387,500		
63	520103	F-P	Bar Reinforcing Steel (Retaining Wall)	LB	11,200		
64	566011		Roadside Sign – One Post	EA	8		
65	641107		18" Storm Drain Culvert (HDPE)	LF	52		
66	650014		18" Reinforced Concrete Pipe	LF	340		
67	650311		18" Reinforced Concrete Pipe, Class III	LF	92		
68	665013		15" Corrugated Steel Pipe (.064" Thick)	LF	20		
69	680902		6" Perforated Plastic Pipe Underdrain	LF	20		
70	682042		Class 2 Permeable Material	CY	49		
71	703450A	F-P	18" Welded Steel Pipe Casing (Bridge)	LF	90		
72	707106		Precast Drainage Inlet with Grate	EA	4		
73	721013		Rock Slope Protection (1/4 Ton, Method B)	CY	410		
74	721019		Rock Slope Protection (No. 3, Method B)	CY	20		
75	721028		Rock Slope Protection (No. 2, Method B)	CY	155		
76	729011A		Rock Slope Protection Fabric (At Abutments)	SQYD	650		
77	729011B		Rock Slope Protection Fabric (Class 8) (At Drainage Outlets)	SQYD	54		
78	731502		Minor Concrete (Miscellaneous Construction)	CY	6		

NACIMIENTO LAKE DRIVE BRIDGE REPLACEMENT
PROJECT NO. 2202

BID Continued:

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
79	780210		Survey Monument (Type A)	EA	3		
80	782120		Relocate Mail Box	EA	1		
81	800006		Fence (Type BW 6-Strand Wood Post)	LF	750		
82	820132		Object Marker (Type L)	EA	4		
83	820134		Object Marker (Type P)	EA	4		
84	839543		Transition Railing (Type WB-31)	EA	4		
85	839584		Alternative In-Line Terminal System	EA	3		
86	839585		Alternative Flared Terminal System	EA	1		
87	839700A	F	Texas Classic Type C411 Railing (At Retaining Wall)	LF	97		
88	839700B	F	Texas Classic Type C411 Railing (At Bridge Structure)	LF	605		
89	840501		Thermoplastic Traffic Stripe	LF	4,220		
90	861020A	F	4" Diameter AT&T Type 3 Telephone Conduit	LF	592		
91	86102B	F	6" Diameter PG&E Type 1 Electrical Conduit	LF	592		
92	999990		Mobilization	LS	1		
TOTAL COST							

F – Final Pay Item

S – Specialty Item

P – Partial Pay Item

2. Bids are required for the entire work. The undersigned understands that the quantities given are approximate only, being given as a basis for the comparison of Bids, and the County of Monterey does not, expressly or by implication, agree that the actual amount of work shall correspond therewith, but reserves the right to increase or decrease the amount of any portion of the work, or to omit portions of the work, as may be deemed necessary without claim for damage or loss of anticipated profit and that payment shall be made only on the basis of the actual quantities of work performed.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

The basis of award to the lowest responsive, responsible bidder will be the lowest TOTAL BID.

The bid submitted must not contain erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid, in the named person's own handwriting.

In case of discrepancy between the unit price and the item total price set forth for the item, the unit price shall prevail; provided, however, if the amount set forth as the unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the amount set forth in the "Item Total" column for the item shall prevail in accordance with the following:

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

3. The undersigned has checked all of the above figures carefully and understands that the County of Monterey (also referred to herein as "Owner") will not be responsible for any errors and omissions on the part of the undersigned in making this bid.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the

discretion of the Owner, and that discretion will be exercised in the manner deemed by the Owner to best protect the public interest in the prompt and economical completion of the work. The decision of the Owner respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

4. It is understood that the Owner reserves the right to reject any and all bids or waive any irregularities or informalities in the bidding.
5. This bid shall remain valid and will not be withdrawn by the undersigned bidder for a period of ninety (90) days from the date prescribed for opening of this bid.
6. Attached hereto are 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

7. If this bid is accepted by the Owner, then the undersigned shall, within ten (10) business days after receipt of the Letter of Intent to Award, execute and deliver to the Owner (a) a Contract in the form set forth in the Contract documents on which this bid is based, (b) a payment bond for public works and facilities, as required by the Contract documents, (c) a performance bond, as similarly required, and (d) insurance certificates showing all required insurance coverage. The undersigned will thereafter commence and complete the work within the time required by the Contract documents.

In the event the bidder to whom the Letter of Intent to Award Contract is given fails or refuses to Contract as required, including to post the required bonds, provide the insurance certificates, and return the executed copies of the agreement form within ten (10) business days from the date of receiving the Letter of Intent to Award Contract, the County may, at its option, determine that the bidder has abandoned the Contract, reject

the bid, and declare the bidder's security forfeited as damages and same shall become the property of the County of Monterey.

8. Notice of acceptance and any requests for additional information should be addressed to the undersigned at the following address:

9. The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If the bidder or other interested person is a corporation, state the legal name of the corporation, and the names of the president, secretary, treasurer, and manager thereof; if a limited liability corporation (LLC), state the legal name of the LLC, and the names of the LLC managers, if a partnership, state the name of the firm and the names of all the individual partners composing the firm; if the bidder or other interested person is an individual, state the first and last names in full and give all fictitious names under which the individual does business.)

10. By execution of this bid, the undersigned bidder declares that he or she is a Contractor licensed in accordance with the Contractors' State License Law, as follows:

Classification: _____

License number: _____

Expiration date: _____

11. ADDENDA - This Bid is submitted with respect to the changes to the Contract included in addenda number(s) ___, ___, ___, ___, ___, ___, ___, and ___. If the Bidder submits this bid without all issued addenda, the agency finds your bid nonresponsive.

(Fill in addenda numbers if addenda have been received and insert, in this Bid, any Engineer's Estimate sheets that were received as part of the addenda. By signing this Bid on the signature portion thereof, the Bidder acknowledges receipt of all addenda.)

12. This bid is Submitted pursuant to Section 7103.5(b) of the Public Contract Code which states,

- (a) As used in this section:

- (1) "Public works contract" means a contract awarded through competitive bids by the state or any of its political subdivisions or public agencies, on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code, for the erection, construction, alteration, repair, or improvement of any structure, building, road, or other improvement of any kind.

(2) "Awarding body" means the state or the subdivision or agency awarding a public works contract.

(b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

(c) Subdivision (b) shall be included in full in the specifications for the public works contract or in the general provisions incorporated therein and shall be included in full in the public works contract or in the general provisions incorporated therein.

By submitting this bid to the County, the bidder offers and agrees that if the bid is accepted, and a contract is awarded, it will assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials by the bidder/contractor/subcontractor pursuant to the public works contract or subcontract. Such assignment shall be made and become effective at the time the awarding body tenders final payment to the bidder/contractor, without further acknowledgment by the parties.

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, the Equal Employment Opportunity Certification; the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification; the Statement Concerning Employment of Undocumented Aliens; and the Contractor's Certification as to Workers' Compensation are true and correct.

Dated: _____

Bidder's Business Name

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

(NOTE: If bidder is a corporation, the full legal name of the corporation shall be set forth above together with the names, titles and signatures of two (2) officers pursuant to California Corporations Code Section 313 and the document shall bear the corporate seal; if bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the names and signatures of two (2) managers pursuant to Corporations Code Section 17703.01; if bidder is a partnership, the full name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership; and if bidder is an individual, his/her name and signature shall be placed above.)

LIST OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4 [commencing with Section 4100], Part 1, Division 2 of the Public Contract Code) and any amendments thereto, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement to be performed under this Contract or a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime Contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime Contractor's total bid or \$10,000, whichever is greater, and (b) the portion of the work which will be done by each subcontractor under this Act. The prime Contractor shall list only one subcontractor for each such portion as is defined by the prime Contractor in this bid.

If a prime Contractor fails to specify a subcontractor or if a prime Contractor specifies more than one subcontractor for the same portion of the work to be performed under the Contract in excess of one-half of one percent of the prime Contractor's total bid, he/she/it shall be deemed to have agreed that he/she/it is fully qualified to perform that portion himself/herself/itself, and that he/she/it shall perform that portion himself/herself/itself.

No prime Contractor whose bid is accepted shall: (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime Contractor's total bid as to which his/her/its original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime Contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

Check this box if no subcontractors are required to be listed for work or labor to be performed or services to be rendered.

Bidder's business name

By: _____

Print Name: _____

Title: _____

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	License #/ Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
<i>Name</i>	<i>Lic.#</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>Address</i>	<i>Phone</i>	<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Lic.#</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>Address</i>	<i>Phone</i>	<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Lic.#</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>Address</i>	<i>Phone</i>	<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Lic.#</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>Address</i>	<i>Phone</i>	<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

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BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. **If this form is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening. Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	License #/ Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Certified DBE?
<i>Name</i>	<i>Lic.#</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>Address</i>	<i>Phone</i>	<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> > \$15 million		<i>Age of Firm (Yrs.)</i>
<i>Name</i>	<i>Lic.#</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>Address</i>	<i>Phone</i>	<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> > \$15 million		<i>Age of Firm (Yrs.)</i>
<i>Name</i>	<i>Lic.#</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>Address</i>	<i>Phone</i>	<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> > \$15 million		<i>Age of Firm (Yrs.)</i>
<i>Name</i>	<i>Lic.#</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>Address</i>	<i>Phone</i>	<input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million		<i>If YES list DBE #:</i>
<i>City State ZIP</i>	<i>Fax</i>	<input type="checkbox"/> > \$15 million		<i>Age of Firm (Yrs.)</i>

Distribution: 1) Original - Local Agency File

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes ____ No ____

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

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

Note: The above Public Contract Code Statements and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of these Statements and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

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

Signature: _____

Print Name: _____

DEBARMENT AND SUSPENSION CERTIFICATION

Title 2, Code of Federal Regulations, Part 180

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

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

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

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

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

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change
For Material Change Only: year _____ quarter _____ date of last report _____		
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known		
5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known		
6. Federal Department/Agency: Congressional District, if known		
7. Federal Program Name/Description: CFDA Number, if applicable _____		
8. Federal Action Number, if known: _____		
9. Award Amount, if known: _____		
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI) b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)		
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

Federal Use Only:

Standard Form LLL Rev. 09-12-9

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity 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 a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and Contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the Contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

STATEMENT CONCERNING EMPLOYMENT OF UNDOCUMENTED ALIENS

(Public Contract Code Section 6101)

In conformance with Public Contract Code Section 6101, the bidder certifies compliance with state and federal law with respect to the employment of undocumented aliens by signing this proposal on the signature portion thereof. Public Contract Code section 6101 provides that no state agency or department, as defined in Section 10335.7, that is subject to this code, shall award a public works & facilities or purchase Contract to a bidder or Contractor, nor shall a bidder or Contractor be eligible to bid for or receive a public works and facilities or purchase Contract, who has, in the preceding five (5) years, been convicted of violating a state or federal law respecting the employment of undocumented aliens..

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

CONTRACTOR'S CERTIFICATE AS TO WORKER'S COMPENSATION

(Labor Code Section 1861)

Labor Code Section 3700 provides, in relevant part:

Each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Labor Code Section 3700 provides, in relevant part:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- "(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- "(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Note: The above Certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification. Providing false information may result in rescission of any contract awarded to bidder, criminal prosecution and/or administrative sanctions.

LIST OF SATISFIED PUBLIC AGENCIES
(Two minimum)

Agency Name **Project Name** **Contact Person** **Award Date** **Phone No.**

Exhibit 15-G Construction Contract DBE Commitment

1. Local Agency: _____ 2. Contract DBE Goal: 17%

3. Project Description: _____

4. Project Location: _____

5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____

8. Total Dollar Amount for ALL Subcontractors: _____ 9. Total Number of ALL Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section				\$ 15. TOTAL CLAIMED DBE PARTICIPATION %
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				
25. Local Agency Representative's Signature		26. Date		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.
27. Local Agency Representative's Name		28. Phone		
29. Local Agency Representative's Title		20. Preparer's Title		
16. Preparer's Signature 17. Date 18. Preparer's Name 19. Phone				

DISTRIBUTION: 1. Original – Local Agency

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

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

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the Contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 5. Bidder's Name** - Enter the Contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime Contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime Contractor.
- 8. Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted Contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime Contractor information in this count.
- 9. Total number of ALL subcontractors** – Enter the total number of all subcontracted Contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime Contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime Contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 13. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted Contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 14. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime Contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 15. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 16. Preparer's Signature** - The person completing the DBE commitment form on behalf of the Contractor's firm must sign their name.
- 17. Date** - Enter the date the DBE commitment form is signed by the Contractor's preparer.
- 18. Preparer's Name** - Enter the name of the person preparing and signing the Contractor's DBE commitment form.
- 19. Phone** - Enter the area code and phone number of the person signing the Contractor's DBE commitment form.
- 20. Preparer's Title** - Enter the position/title of the person signing the Contractor's DBE commitment form.

LOCAL AGENCY SECTION

- 21. Local Agency Contract Number** - Enter the Local Agency Contract number or identifier.
- 22. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 23. Bid Opening Date** - Enter the date Contract bids were opened.
- 24. Contract Award Date** - Enter the date the Contract was executed.
- 25. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 26. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 27. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the Contractor's DBE commitment form.
- 28. Phone** - Enter the area code and phone number of the person signing the Contractor's DBE commitment form.
- 29. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the Contractor's DBE commitment form.

EXHIBIT 15-H DBE INFORMATION – GOOD FAITH EFFORTS

DBE INFORMATION –GOOD FAITH EFFORTS

Federal-aid Project No. STPLX 5944(139) Bid Opening Date: _____

The County of Monterey established a Disadvantaged Business Enterprise (DBE) goal of **17 %** for this project. The information provided herein shows that a good faith effort was made.

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

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

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

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

Publications	Dates of Advertisement
<hr/>	
The names and dates of written notices sent to certified DBEs soliciting bids for this Project and the	
dates and methods used for following up initial solicitations to determine with certainty whether the	
DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):	
Names of DBEs Solicited	Date of Initial
	Solicitation
	Follow Up Methods and Dates
	<hr/>

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the Contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is

the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

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

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime Contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

BIDDER'S BOND

WHEREAS, the Principal named below has submitted the accompanying bid to the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), for the following project:

_____ (exact description as on bid); and

WHEREAS, Principal as bidder, is required to furnish a bond executed by an admitted surety in connection with said bid, to secure timely execution of the Contract and delivery of the bonds and insurance certificates, in the event that the Contract is awarded to Principal; and

WHEREAS, the Principal has submitted the above- mentioned bid to the County, for which bids are to be opened at _____ (city where bid opening), California, on, _____ (date bid opening).

NOW, THEREFORE, we _____, PRINCIPAL, and _____ as SURETY, are held and firmly bound unto the County in the penal sum of _____ Dollars (\$_____.____) which sum is not less than ten percent (10%) of the total amount of the base bid amount including all alternates submitted by said above-named Principal to the County, for the project described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the County, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

If the aforesaid Principal is awarded the Contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written Contract, in the prescribed form, in accordance with the bid, and files two bonds with the County of Monterey, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law and said Contract documents, then this obligation shall be 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 on 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.

If the County brings suit upon this bond 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-bound 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.)

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