

**MONTEREY COUNTY**

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**PUBLIC WORKS, FACILITIES AND PARKS**

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**BOOK ONE**

**NOTICE TO BIDDERS  
AND  
SPECIAL PROVISIONS**

**RIVER ROAD EMERGENCY REPAIR  
AT FAIRVIEW ROAD  
PROJECT NO. 7210  
STATE PROJECT NO:  
FEDERAL AID PROJECT NO: ER-15A7 (001)**

**BID SPECIFICATIONS**

**October 8, 2021**



**NOTICE TO BIDDERS  
AND  
SPECIAL PROVISIONS**

**RIVER ROAD EMERGENCY REPAIR AT FAIRVIEW ROAD  
PROJECT NO. 7210  
STATE PROJECT NO:  
FEDERAL AID PROJECT NO: ER-15A7 (001)**

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



*Frank S. Lopez, PE, QSD, CFM      Date 04/23/21  
Project Manager, RCE 74581*

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.

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**APPENDICES**

- A. GEOTECHNICAL REPORT FOR RIVER ROAD EMERGENCY PROJECT,  
 MONTEREY COUNTY, CALIFORINA. PREPARED BY KLEINFELDER.

**STANDARD PLANS LIST**

The Standard Plans of 2018 and the Revised Standard Plans apply to this Contract.



COUNTY OF MONTEREY  
PUBLIC WORKS, FACILITIES, AND PARKS

**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 1<sup>ST</sup> FLOOR, SALINAS, CALIFORNIA 93901 (MAILING ADDRESS: P O BOX 1728, SALINAS, CALIFORNIA 93902-1728), until 2:00 p.m., on January 14, 2022 for the

**RIVER ROAD EMERGENCY PROJECT AT FAIRVIEW ROAD  
PROJECT NO. 7210  
STATE PROJECT NO:  
FEDERAL AID PROJECT NO: ER-15A7 (001)**

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

The general work description for the "River Road Emergency Repair at Fairview Road" is the construction for the repairs of the drainage channel below River Road and Repair of River Road, including but not limited to clearing and grubbing, traffic control, excavation and backfill, storm drain pipe culvert installation, culvert concrete encasement installation, head walls, retaining walls, wing walls, cutoff walls, drainage system, slope protection including riprap pads, and pavement. Such other items or details, not mentioned above, that are required by the Construction Plans, Standard Specifications, Standard Plans, or these Special Provisions, shall be performed, placed, constructed, and/or installed. The Engineer's Estimate for the construction costs is \$1,792,800.

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 Seven percent (7%).

For the Federal Training Program, the number of trainees or apprentices is 1.

The Bidder shall possess a valid Class A General Engineering Contractor's license.

The Contractor awarded the Contract shall begin work when authorized by the County of Monterey.

This work shall be diligently prosecuted to completion before the expiration of **145 CALENDAR DAYS** beginning on the date listed on the issuance of the "Notice to Proceed"

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: <https://www.co.monterey.ca.us/government/departments-i-z/resource-management-agency-rma-/public-works-facilities/projects-out-to-bid>. Plan holders must register before they can view or download the documents. A copy of the electronic files on compact-disc (CD) is also available at **MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 1441 SHILLING PLACE, 2<sup>ND</sup> 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 California Labor Code Section 1773, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations and are available at the Department of Public Works, 168 W. Alisal Street, 2<sup>nd</sup> Floor, Salinas, California 93901, and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

Pursuant to Labor Code Section 1771.1(a), a Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Public Contract Code Section 4104, or engage in the performance of any Contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1(a) for an unregistered Contractor to submit a bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Sections 10164 or 20103.5, 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 am and 5:00 pm, 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: October 8, 2021

RANDALL ISHII, P.E., DIRECTOR  
PUBLIC WORKS FACILITIES & PARKS  
COUNTY OF MONTEREY

PUBLIC WORKS FACILITIES & PARKS  
COUNTY OF MONTEREY  
STATE OF CALIFORNIA

**SPECIAL PROVISIONS**

**RIVER ROAD EMERGENCY REPAIR AT FAIRVIEW ROAD  
PROJECT NO. 7210  
STATE PROJECT NO:  
FEDERAL AID PROJECT NO: ER-15A7 (001)**

**SECTION 1 – DEFINITION AND TERMS**

**1-1.01 SPECIFICATIONS AND PLANS:**

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

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

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

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

**1-1.02 INTERPRETATION OF STANDARD SPECIFICATIONS:**

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

**1-1.03 DEFINITIONS:**

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

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

Engineer: 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.

1-1.04 DEFINITIONS IN SPECIAL PROVISIONS:

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

- Clerk of the Board: The Clerk of the Monterey County Board of Supervisors
- Director of Public Works: The Deputy Director of Public Works Facilities & Parks of Monterey County.
- Attorney General: County Counsel of Monterey County
- Laboratory: Any established laboratory designated by the Engineer to test materials and work involved in the Contract.
- County: County of Monterey
- Caltrans: California Department of Transportation
- Board of Supervisors: The governing body of the 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

1-1.05 STATE HOLIDAYS:

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

1-1.06 BID ITEMS AND APPLICABLE SECTIONS:

The bid items are set forth in Book Two “Bid Form”. The first 2 digits of a bid item code correspond to the specification section number with the same 2 first digits.

## **SECTION 2 – BIDDING**

### **2-1.01 GENERAL:**

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

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

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

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

### **2-1.02 DISADVANTAGE BUSINESS ENTERPRISE (DBE):**

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

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

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

It is the prime contractor's responsibility to verify that the DBE firm is certified as DBE at date of bid opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found <https://dot.ca.gov/programs/civil-rights/dbe-search>.

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

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

- One Hundred percent (100%) counts if the materials or supplies are obtained from a DBE manufacturer.
- Sixty percent (60%) counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a

manufacturer nor regular dealer. 49 CFR 26.55 defines “manufacturer” and “regular dealer.”

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4), (6) and (7).

#### 2-1.02A NONDISCRIMINATION STATEMENT

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

#### 2-1.02B CONTRACT ASSURANCE

Under 49 CFR 26.13(b):

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

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

#### 2-1.02C PROMPT PROGRESS PAYMENT

The prime contractor or subcontractor shall pay to any subcontractor, not later than **seven days** after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor’s interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress

payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney’s fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

#### 2-1.02D PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

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

The County may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the County, of the contract work, and pay retainage to the prime contractor based on these acceptances. The County shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor.

No retainage will be held by the County 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 California Business and Professions Code Section 7108.5 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 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 Business and Professions Code Section 7108.5. 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.

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

#### 2-1.02E TERMINATION AND SUBSTITUTION OF DBE SUBCONTRACTORS

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the County's written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

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

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.



4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

The prime contractor's request to use other forces or material sources must include:

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

If a listed DBE is terminated or substituted, the prime contractor 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 or exceed the DBE goal.

## 2-1.02F COMMITMENT AND UTILIZATION

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

The bidder shall complete, and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating in as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2<sup>nd</sup> low bidder, and the 3<sup>rd</sup> 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 4<sup>th</sup> business day after bid opening.

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 1<sup>st</sup>-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 15<sup>th</sup> 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 releases the withhold upon submission of the completed form.

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

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

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 four (4) business days of the request.

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

#### GOOD FAITH EFFORTS SUBMITTAL

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

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

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

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total Contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the Contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime Contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

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

#### 2-1.02G DBE RUNNING TALLY OF ATTAINMENTS

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to the Agency.

2-1.03 BID OPENING:

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

2-1.04 BID RIGGING:

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

2-1.05 SUBCONTRACTORS LIST:

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

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

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

2-1.06 JOB SITE AND DOCUMENT EXAMINATION:

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

Where dimensions of new construction required by this contract are dependent on the dimensions of existing features, 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 representation made by its officers or agents before the execution of the Contract concerning surface or subsurface conditions, unless that representation is expressly stated in the Contract.

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

### **SECTION 3 - CONTRACT AWARD AND EXECUTION**

#### **3-1.01 GENERAL:**

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

#### **3-1.02 CONTRACT AWARD:**

If the Agency awards the Contract, the award is made to the lowest responsible 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 p.m. of the fifth (5<sup>th</sup>) business day following the notice of intent to award the Contract. Failure to timely file a written protest shall constitute a waiver of right to protest. Untimely protests will not be accepted or considered. Bid protests must be submitted, in writing, to: **MONTEREY COUNTY PUBLIC WORKS FACILITIES AND PARKS TO THE ATTENTION OF THE PROJECT MANAGER, 1441 SCHILLING PLACE, 2<sup>ND</sup> FLOOR, SALINAS, CALIFORNIA 93901-2438**. Protests may be hand-delivered or sent via facsimile (831)755-4958, certified United States Postal Service (USPS) mail, or E-mail to the attention of Project Manager Enrique Saavedra at [saavedraem@co.monterey.ca.us](mailto:saavedraem@co.monterey.ca.us). 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 Department of Public Works requests to provide additional information. The Department shall respond to the protesting party, stating its findings. 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 soon after bid opening, whose bid complies with all the requirements prescribed.

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

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

**MONTEREY COUNTY PUBLIC WORKS FACILITIES AND PARKS, 1441 SCHILLING PLACE, 2<sup>ND</sup> FLOOR, SALINAS, CALIFORNIA, 93901-2438.**

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

In lieu of the second paragraph in Section 3-1.05 “Contract Bonds” of the Standard Specifications, the following shall be inserted:

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

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

3-1.04 CONTRACTOR LICENSE:

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

The Contractor must be properly licensed as a Contractor from Contract award through Contract acceptance (Public Contract Code § 10164).

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

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

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

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

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

## **SECTION 4 - SCOPE OF WORK**

### **4-1.01 WORK DESCRIPTION:**

The general work description for the “River Road Emergency Repair at Fairview Road” is the construction for the repairs of the drainage channel above and below River Rd and Repair of River Road, including but not limited to clearing and grubbing, traffic control, dewatering, excavation and backfill, culvert installation, culvert concrete encasement installation, head walls, retaining walls, wing walls, cutoff walls, drainage system, slope protection including riprap, and pavement. Such other items or details, not mentioned above, that are required by the Plans, Standard Specifications, Standard Plans, or these Special Provisions, shall be performed, placed, constructed, or installed.

### **4-1.02 CHANGED CONDITIONS:**

#### **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 unless agreed to by the Engineer.

#### **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 increased in quantity shall apply only to that portion in excess of One Hundred Twenty Five percent (125%) of original Contract item quantity, or in case of a decrease below Seventy Five percent (75%), to the actual amount of work performed.



## **SECTION 5 – CONTROL OF WORK**

### **5-1.01 GENERAL:**

The bidder's attention is directed to the provisions in Section 5, "Control of Work" of the Standard Specifications and these Special Provisions related to the Contract parties' relations and Contract acceptance.

### **5-1.02 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 Contactor's own employees and equipment, owned or rented, with or without operators.

### **5-1.03 DISADVANTAGE BUSINESS ENTRERPRISES (DBE) RECORDS:**

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

### **5-1.04 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 Contractor staging areas are shown in the Contract Plans.

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

There are no County-owned parcels adjacent to the right-of-way for the exclusive use of the Contractor within the Contract limits.

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 County shall obtain encroachment permits prior to occupying non-County-owned parcels outside the Contract limits.

The Contractor shall remove all equipment, materials, and rubbish from the work areas and other County-owned property, which Contractor occupies and shall leave the areas in a presentable

condition, in accordance with the provisions in Section 4-1.13, "Clean Up," of the Standard Specifications.

The Contractor shall secure at Contractor's own expense any area required for storage of equipment or materials or for other purposes if sufficient area is not available to Contractor within the Contract limits or the Contractor prefers other staging area location.

5-1.05 COORDINATION WITH OTHER ENTITIES:

Attention is directed to Section 5-1.20, "Coordination with other entities," of the Standard Specifications and these Special Provisions.

**SECTION 6 – CONTROL OF MATERIALS**

6-1.01 GENERAL:

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

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

6-1.02 LOCAL MATERIALS:

All Cut and Fill slopes shall be in accordance to the plans. Excess Cut Material must be placed onsite. The engineer shall confirm placement of excess material.

6-1.03 BUY AMERICA:

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

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

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

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

**6-1.04 AUTHORIZED MATERIAL LIST:**

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

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

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

For the Authorized Material Lists, go to: [http://www.dot.ca.gov/hq/esc/approved\\_products\\_list](http://www.dot.ca.gov/hq/esc/approved_products_list)

**6-1.05 QUALITY ASSURANCE:**

The Department uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Department may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

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

**7-1.01 LABOR NON DISCRIMINATION:**

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

**NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM  
(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.

**7-1.02 LABOR CODE REQUIREMENT:**

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

**7-1.03 GENERAL PREVAILING WAGE RATES:**

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

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

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

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

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

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

#### 7-1.04 PAYROLL RECORDS:

The Contractor's attention is directed to Section 7- 1.02K(3), "Certified Payroll Records," 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.

#### 7-1.05 SURFACE MINING AND RECLAMATION ACT:

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

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

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

#### 7-1.06 PUBLIC SAFETY:

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

#### 7-1.07 INDEMNIFICATION AND INSURANCE:

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

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

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

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

Should any of the described policies be canceled, modified, or reduced in limits before the expiration date thereof, the issuing company will mail 30 days advance written notice to the named certificate holders.

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

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

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

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

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

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

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

“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.

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**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



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

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**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.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### 7-1.10 FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals 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 (6.9%).

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	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo	16.1
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus	12.3
	8120 Stockton, CA CA San Joaquin	24.3
	Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	

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.

#### 7-1.11 FEDERAL TRAINEE PROGRAM:

For the Federal training program, the number of trainees or apprentices is 1.

This section applies if a number of trainees or apprentices are 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 (1<sup>st</sup>) year of apprenticeship or training.

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

Before starting work, submit to the County of MONTEREY:

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

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

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

Do not employ as an apprentice or trainee an employee:

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

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

In your training program, establish the minimum length and training type for each classification. The County of MONTEREY and FHWA approves a program if one (1) of the following is met:

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

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

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

of an approved training program and does not make up a significant part of the overall training.

The County of MONTEREY reimburses you 80 cents per hour of training given an employee on this Contract under an approved training program:

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

Each apprentice or trainee must:

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

Furnish the apprentice or trainee with the following:

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

#### 7-1.12 TITLE VI ASSURANCES

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

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit

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

- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. 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.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS  
SECTION

7-1.13 EXCAVATION SAFETY:

Attention is directed to the provisions in Section 7-1.02K (6) (b), "Excavation Safety" of the Standard Specifications and these Special Provisions.

7-1.14 SCOPE:

This item shall consist of performing all work required to meet the Excavation Safety and temporary structures requirements specified in 7-1.02(K) (6) (b). It is the Contractor's responsibility to review and adhere to the recommendations in the geotechnical study titled "GEOTECHNICAL REPORT FOR RIVER ROAD EMERGENCY REPAIR AT FAIRVIEW ROAD, MONTEREY COUNTY, CALIFORNIA" conducted by Kleinfelder:

The design, excavation and installation of the shoring systems and/or cut-slopes are the sole responsibility of the Contractor. All excavations must meet the requirements of 29 CFR 1926.651 and 1926.652 or comparable OSHA approved state plan requirements.

Excavations should have temporary sidewall slopes in accordance with CAL-OSHA guidelines or be mechanically shored. For planning purposes, we have assumed that the onsite soils are consistent with a Type C material as defined by the CAL-OSHA Excavation Safety Manual. Excavations in Type C soils should have a maximum slope gradient of 1½:1 (H:V), and a maximum height of 20 feet. Final slope gradients and height should be determined by the Contractor's excavation/shoring designer. Excavation and/or shoring system designs shall be submitted to the County a minimum of three (3) weeks prior to construction for a review. The Contractor takes sole responsibility for the shoring system.

The geotechnical borings in drainage channel and the undocumented fill encountered on River Road encountered granitic and sandstone boulders up to 39 inches in diameter at depths ranging between 17 and 26 feet. Contractor should expect very difficult drilling and/or pile driving conditions within this stratum.

All temporary shoring should be fully drained and should not obstruct nor significantly change the normal flow of moisture or groundwater through the project soils. Wall drainage should discharge to an approved location.

All shoring backfill to be placed in maximum 8 inch lifts, at a water content which is 1 to 3 percent above the laboratory optimum value. The material should be compacted to at least ninety percent (90%) relative compaction. If a clean gravel backfill is utilized as shoring backfill, it should be compacted in maximum 1 to 2 foot lifts using a vibra-plate or similar equipment. It is recommended that all voids behind the shoring system be completely filled with soil or gravel backfill while the shoring work is in progress.

The "top" of any temporary cut slope and excavations should be set-back at least ten (10) feet (measured horizontally) from any nearby structure or property line. Any excavations which cannot meet this requirement will need to have a shoring system designed to support steeper sidewall gradients.

No excavation shall be allowed until the Excavation Safety Plan has been approved.

**7-1.15 EXCAVATION SAFETY (TEMPORARY SHEETING, SHORING, AND BRACING) PAYMENT:**

Progress payments for Excavation Safety (Temporary Sheeting, Shoring, and Bracing) will be computed by the Engineer based on his/her estimate of the percentage completion of this item of work. In general, this will be proportional to the percentage completion of the major items of work to which excavation safety is incidental.

Payment for Excavation Safety (Temporary Sheeting, Shoring, and Bracing) shall be made on a lump sum basis at the contract price bid for Bid Item No. 4. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment, and doing all the work required per the Plans, Special Provisions and Standard Specifications.

**7-1.16 USE OF UNITED STATES-FLAG VESSELS:**

The CONTRACTOR agrees -



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

## **SECTION 8 - PROSECUTION AND PROGRESS**

### **8-1.01 BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES:**

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

The Contractor shall begin work within 15 calendar days of the issuance of the "Notice to Proceed" by the County of Monterey.

This work shall be diligently prosecuted to completion before the expiration of **ONE HUNDRED AND FORTY FIVE (145) CALENDAR 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 liquidated damages amount shown in Section 8-1.10A of the Standard Specifications 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 when 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 and Certifications (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.

8-1.02 PRE-CONSTRUCTION CONFERENCE:

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

A pre-construction conference will be held at the office of the MONTEREY COUNTY, PUBLIC WORKS AND FACILITIES, 1141 SCHILLING PLACE, 2<sup>ND</sup> FLOOR, SALINAS, CALIFORNIA 93901, where the "Notice to Proceed" will be issued and for the purpose of discussing with the Contractor the scope of work, Contract drawings, Specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include all major superintendents for the work and may include major subcontractors.

8-1.03 SCHEDULE:

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

The schedule software must be compatible with the current version of the Microsoft Windows operating system in use by the Engineer.

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

## **SECTION 9 – PAYMENT**

### 9-1.01 PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS:

The County shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

### 9-1.02 PROGRESS PAYMENTS AND PAYMENTS AFTER CONTRACT ACCEPTANCE:

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

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

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

### 9-1.03 ARBITRATION:

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

- A. Application of article; inclusion of article in plans and specifications (Public Contract Code Section 20104):
  - 1a. This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a Contractor and the County of Monterey.
  - 1b. This article 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 Public Contract Code Section 1101 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 20104.2):

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

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

of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet-and-confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet-and-confer conference within 30 days for settlement of the dispute.

5. If following the meet-and-confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to Section 915(a) of the Government Code until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- C. Procedures for civil actions filed to resolve claims (Public Contracts Codes 20104.4): The following procedures are established for all civil actions filed to resolve claims subject to this article:
1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
  - 2a. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
  - 2b. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- D. Payment by local agency of undisputed portion of claim; interest on arbitration award or judgment (Public Contract Code 20104.6):
1. The County of Monterey shall not fail to pay money as to any portion of a claim that is undisputed except as otherwise provided in the Contract.
  2. In any suit filed under Section 20104.4, Monterey County shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue the date the suit is filed in a court of law.

9-1.04 MOBILIZATION:

Attention is directed to the provisions in Section 9-1.16D, "Mobilization" of the Standard Specifications and these Special Provisions.

9-1.05 SCOPE:

Mobilization includes preliminary services, work and operations, including but not limited to, furnishing required bonds, obtaining necessary permits and work areas, the movement of labor, supplies, equipment and incidentals to the work site, and for all other work, services and operations which must be performed or for which costs are incurred prior to performing work of the other Contract items.

9-1.06 PAYMENT:

Payment for Mobilization shall be made on a lump sum basis and shall be paid at the contract price bid for Bid Item No. 1 in accordance with 9-1.17 "Payment after Contract Acceptance" of the Standard Specifications. Such payment will be considered full compensation for furnishing all labor, materials, tools, equipment, and in doing all the work required per the Plans, Special Provisions and Standard Specifications.

## **DIVISION II GENERAL CONSTRUCTION**

### **SECTION 10 – GENERAL**

#### **10-1.01 WORK SEQUENCING:**

It is the Contractor's responsibility to develop a Construction Schedule, which outlines the sequence of work for the project. The Engineer must approve the Construction Schedule prior to the commencement of any work.

**River Road and Fairview Road cannot be closed for more than four (4) weeks and no more than two (2) weeks at a time.**

#### **10-1.02 DEVELOP WATER CONNECTION**

Contractor must provide all water to be used during construction. Payment for Bid Item No. 7 to Develop Water Connection shall be paid on a lump sum basis at the contract price bid for Bid Item No. 7.

#### **10-1.03 SURVEY AND CONSTRUCTION STAKING**

**Contractor is responsible to perform all survey and construction staking for the project.** The County of Monterey will provide the Contractor the County Right of Way information and Control Points in AutoCAD format. Payment for Survey and Construction Staking shall be paid on a lump sum basis at the contract price bid for Bid Item No. 8.

#### **10-1.04 TEMPORARY SHEETING, SHORING, AND BRACING**

The contract lump sum price for Trench Sheeting, Shoring, and Bracing per Bid Item No. 4 includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in Trench Sheeting and Shoring and Bracing, including but not necessarily limited to installation, maintenance and removal, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as accepted by the Engineer.

## **SECTION 12 TRAFFIC CONTROL**

#### **12-1.01 GENERAL:**

River Road and Fairview Road are currently open.

#### **12-1.02 TEMPORARY MESSAGE SIGN:**

Temporary message signs shall be furnished, placed, and maintained at a maximum of six (6) locations designated by the Engineer and shall conform to the provisions in Section 12-3, "Temporary Traffic Control Devices" of the Standard Specifications and these Special Provisions. Messages displayed on the portable temporary message signs shall conform to Section 12-4, "Maintaining Traffic," of these Special Provisions."

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

12-1.03 CLOSURE REQUIREMENTS:

**River Road and Fairview Road cannot be closed for more than six (6) weeks and no more than four (4) weeks at a time during the construction of improvements per the Plans.** Contractor shall be responsible for preparing and submitting Traffic Control Plans to the County for permitting approval.

Replace Section 12-4.02, "Traffic Control Systems," of the Standard Specifications with;

12-1.04 TRAFFIC CONTROL SYSTEMS

This section 12-1.04 includes specifications for providing a traffic control system to close traffic lanes, shoulders, ramps, and connectors.

12-1.05 GENERAL:

This section includes specifications for closing traffic lanes with stationary lane closures on two (2)-lane, two (2)-way highways, multi lanes, two (2)-way highways, and single lane, two (2)-way highways. The traffic control system for a lane closure must comply with County requirements.

12-1.06 MATERIALS:

Vehicles equipped with attenuators must comply with section 12-1.03, "Impact Attenuator Vehicle," of these special provisions.

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

12-1.07 CONSTRUCTION:

Minimum seven (7) business days prior to lane closure on one road lane which will take place, the Contractor shall install warning signs which include Date and Time for road closure at road intersections and at a maximum of six (6) locations determined by the Engineer. Coordination with the County Traffic Engineer is mandatory at least five (5) business days in advance of all road closures. In the events of medical emergency or fire, the Contractor shall open the road access for the emergency personnel.

12-1.08 CONSTRUCTION FUNDING IDENTIFICATION SIGN:

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.

12-1.09 TRAFFIC CONTROL PAYMENT:

Payment for Traffic Control shall be paid on a lump sum basis at the contract price bid for Bid Item No. 5. Such payment will be considered full compensation for furnishing all labor, materials, tools, equipment, including, but not limited to, placing, operating, maintaining, repairing, transporting



from location to location and removing the portable changeable message signs, required to complete the traffic control duty per the Plans, Special Provisions and Standard Specifications.

## **SECTION 13 – WATER POLLUTION CONTROL**

### **13-1.01 WATER POLLUTION CONTROL PROGRAM:**

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

### **13-1.02 GENERAL:**

This item shall consist of preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP) in accordance with California Storm Water Best Management Handbook and as approved by the County, preventing, controlling, and abating discharges of pollutants from the construction site, and shall be performed in accordance with the Standard Specifications, the Plans, and these Special Provisions.

### **13-1.03 JOB SITE MANAGEMENT:**

Job Site Management shall conform to the provisions in section 13-4, "Job Site Management" of the Standard Specifications.

### **13-1.04 TEMPORARY SEDIMENT CONTROL:**

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

### **13-1.05 CONSTRUCTION METHOD:**

Water pollution control proposed by the Contractor shall be approved by the County. All work shall be performed in accordance with Sections 13-1.01C, 13-2.01C, 13-3.01C, 13-4.01C, 13-4.03A-F, 13-7.02A, 13-7.03A, 13-8.01C, 13-9.01C, 13-10.01C.

### **13-1.06 WATER POLLUTION CONTROL PAYMENT:**

Payment for Water Pollution Control shall be made on a lump sum basis at the contract price bid for Bid Item No. 2 in accordance with Section 13. Such payment shall be considered full compensation for furnishing all labor, material, tools, all equipment, and doing all the work required per the Plans, Special Provisions and Standard Specifications.

## **SECTION 14 – ENVIRONMENTAL STEWARDSHIP**

### **14-1.01 GENERAL:**

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

### **14-1.02 HAZARDOUS WASTE AND CONTAMINATION:**

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

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

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

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

#### 14-1.03 AIR QUALITY:

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

The Contractor will comply with the following requirements:

1. Water all active construction areas at least twice daily. Frequency should be based on the type of operation, soil and wind exposure.
2. Prohibit all grading activities during periods of high wind (over 15 MPH).
3. Apply chemical soil stabilizers on inactive construction areas (disturbed lands within construction projects that are unused for at least four consecutive days).
4. Apply non-toxic binders (e.g., latex acrylic copolymer) to exposed areas after cut and fill operations and hydroseed areas (see Erosion Control Plan).
5. Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two (2) feet of freeboard.
6. Replant vegetation in disturbed areas as quickly as possible (see Erosion Control).
7. Limit traffic speeds on unpaved roads to 15 MPH.
8. Install sandbags or other erosion control measure to prevent silt runoff to public roadways (see Erosion Control Plan).

Dust control is included in the Contract lump sum price paid for Water Pollution Control.

#### 14-1.04 PROJECT PROTECTED SPECIES

Sensitive habitats have been identified within the project area and include open waters/channel and riparian corridors, both of which are considered Waters of the State (riparian habitat includes the extent of riparian vegetation, or the area within 100-year flood elevation, whichever is larger). There are no protected species that are expected to occur within or adjacent to the project area.

## 14-1.05 CONSERVATION MEASURES

The following conservation measures will reduce the impacts to the biological resources:

1. Preconstruction Surveys. Preconstruction surveys for nesting birds shall be conducted within seven (7) days of the start of construction (including the removal or trimming of trees). Surveys shall cover areas within 250 feet of the project area for passerines and 500 feet for raptors. Any active nests should be either 1) protected by a no-work zone buffer of 250-500 feet (for passerines or raptors, respectively), or 2) monitored daily for signs that construction is disturbing the nests. These two (2) options shall be implemented until a qualified biologist determines that the young in the nest have fledged.
2. Start-up Meeting. As part of the pre-construction meeting and prior to any construction activities on site, a review of all required permits and notifications shall be held to ensure requirements for environmental compliance are fully understood, specific limits of activities and work are defined and understood, and all environmental clearances and access, encroachment agreements, and permissions have been obtained from the appropriate agencies and parties.
3. Worker Education Program. Contractor's personnel at the site shall attend a Worker Educational Program conducted by a qualified biologist/environmental analyst obtained by the County.

The program will summarize relevant laws and regulations that protect biological resources, discuss sensitive plant communities and special-status species with the potential to occur in the work area, explain the role and authority of the biological monitors, and review applicable avoidance and minimization measures to protect federally protected species and their habitat.

The program will also summarize relevant laws and regulations that protect undiscovered cultural resources. Although there are no known resources that are located within or adjacent to the project area, the chance of discovering unknown resources is always present with ground disturbance. The program will review the measures that will be undertaken in the event that previously undiscovered cultural resources are discovered through project implementation to protect and minimize potential impacts on these resources.

Workers must receive Worker Education Program training before performing on-site work. Workers include laborers, tradesmen, material suppliers, equipment maintenance personnel, supervisors, foremen, office personnel, food vendors, and other personnel who stay on the project longer than 30 minutes.

4. Environmentally and Culturally Sensitive Areas. Prior to construction activities, environmentally and culturally sensitive areas will be flagged or fenced to clearly delineate the extent of construction by a qualified biologist, qualified archaeologist, and contractor and/or County representative. All crews will also have a set of drawings showing the locations of environmentally and culturally sensitive areas. Fencing shall be per Section 16-2.03 of the Standard Specifications. A cultural resources monitor shall be present during initial ground disturbing activities to determine whether artifacts are

present and/or likely to be found, and any ongoing project cultural resource monitoring needs.

5. Daytime Work. All work shall be restricted to daytime hours, noisy activities shall be located away from sensitive noise receptors, and other noise minimization practices implemented
6. Construction Access and Staging: Potential construction access, staging, storage, and parking areas are shown on Sheet X-01 "Demolition and Staging Plan". Vehicle travel adjacent to sensitive habitats will be limited to existing roads and designated access paths, and vehicle speeds will not exceed 15 miles per hour.
7. Work Area Cleanliness. All foods and food-related trash items will be enclosed in sealed trash containers and removed from the site at the end of each work day.
8. Pets. No pets shall be allowed in the project area.
9. Work in Dry Conditions. No work activities shall occur in areas of flowing or standing water.
10. Dewatering/Diversions. A dewatering plan is only required if work in waters of the state (including the 100 year flood elevation) occurs after September 1, 2021. This plan must be written by a qualified biologist and approved by both RWQCB and CDFW. It is not anticipated that dewatering/diversions will be required for the project.
11. Equipment Maintenance and Hazardous Materials. All equipment shall be maintained so that there are no fluid leaks such as gasoline or oil. Hazardous materials such as fuels and oils shall be stored in sealable containers in a designated location a minimum of 200 feet from waters of the state (areas within the 100 year flood elevation). Equipment stored overnight shall be at staging areas and shall be positioned over drip pans. Secondary containment structures shall be incorporated to prevent spills and provide for prompt cleanup in the event of a spill.
12. Erosion Control Material. Only tightly woven fiber netting or similar material will be used for erosion control. All erosion control materials must be free of plastic. See Erosion Control sheet in the Plans.
13. Vegetation Clearing. The two (2) trees and other vegetation identified for removal may be trimmed and/or removed as necessary after preconstruction surveys for birds (see Preconstruction Surveys, above). Any additional trees that must be removed shall be measured (diameter at breast height) and reported to the qualified biologist prior to removal.
14. Invasive Plant Species. The Contractor shall implement the following measures to reduce the spread of invasive plant species in temporary work areas and along the project corridor:
  - a. Inspect and clean construction equipment prior to grading to minimize the spread of invasive plant species into nearby creek banks and areas of exposed soil.

- b. Minimize vehicle travel through weed-infested areas.
  - c. Minimize soil disturbance and the removal of existing vegetation (exotic or native) to the extent feasible during construction activities.
  - d. Use only certified weed-free straw and mulch or weed-free fiber roll barriers or sediment logs for erosion control.
  - e. Use only certified weed-free native seed mixes and native plants that are appropriate to the pre-existing or adjacent natural habitat for revegetation. Seed mixes for hydroseeding/erosion control must be approved by the qualified biologist.
  - f. At sites where ground-disturbance is required, remove pre-existing invasive plant species that are growing in the work area.
15. Habitat Restoration following Construction. Upon project completion, all temporarily disturbed natural areas, including stream banks, shall be returned to pre-project contours to the maximum extent feasible. Affected stream banks or stream channels will be stabilized prior to the rainy season and /or prior to reestablishing flow. Native vegetation shall be re-established after erosion control is installed, using a planting palette determined by a qualified biologist.
16. All construction debris and associated materials shall be removed from the work site upon completion of the project.
17. Refueling of equipment shall take place within turnouts or staging areas at least 50 feet from the top of bank.

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

#### 14-1.06 MITIGATION FOR IMPACTS TO WATERS OF THE STATE

Mitigation required by the RWQCB and CDFW for permanent impacts to waters of the state (including riparian habitat) will be achieved off site.

#### 14-1.07 TREE PLANTING

The location, type, and quantity of trees to be planted will need to be coordinated with the Environmental Agency. Payment for Tree Planting shall be made as an each (ea) basis as the contract price for Bid Item No. 48.

### **SECTION 15 – EXISTING FACILITIES**

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

15-1.01 EXISTING UTILITIES:

**The Contractor must pothole all existing utilities as first order of work prior to the construction of proposed improvements.**

There are overhead electrical/telephone lines and power poles within the Project site. The power poles are generally located near the edge of pavement along River Road and Fairview Road. If required, the power poles shall be relocated by Pacific Gas and Electric Company and AT&T concurrently.

There are existing 3-inch Fiber Optic Lines located near the edge of the pavement on both sides of River Road. Contractor must coordinate relocation with the Utility agency/cies prior to start of construction.

There is an existing 48-inch corrugated metal pipe (CMP) crossing River Road. This pipe shall be removed in its entirety. Payment for Removal of existing 60-inch Storm Drain Pipe shall be made on a linear feet basis at the contract price bid for Bid Item No. 18. Such payment shall be considered full compensation for furnishing all labor, material, tools, and equipment, and doing all the work required per the Plans, Special Provisions and Standard Specifications.

There is an existing concrete culvert crossing Fairview Road at the intersection with River Road. This culvert shall remain and must be protected in place.

Existing Trees to be removed are identified in the project plans. Contractor must coordinate trees to be removed with engineer prior to tree removal. Payment for Tree Removal shall be made as an each (ea) basis at the contract price for Bid Item No. 47.

Existing Mailboxes to be removed and replaced are identified in the project plans. Contractor must install temporary mailboxes outside the work limits to allow resident to continue to access and receive their mail. Payment for Removal and Replacement of mailboxes shall be made as an each (ea) basis as the contract price for Bid Item No. 50.

Existing Fence to be removed and replaced as identified in the project plans. The existing fence is comprised of wood and steel. Contractor must coordinate fence removal and placement with the Engineer. Payment for Removal and Replacement of fence shall be made as a lineal feet basis at the contract price for Bid Item No. 51.

There is an existing CMU Wall and Vineyard Sign at the intersection of River Road and Fairview Road. This CMU Wall and Vineyard sign will need to be removed and replaced. Payment for Removal and Replacement of CMU Wall and Vineyard Sign shall be made as a lump sum basis at the contract price for Bid Item No. 49.

15-1.02 OBSTRUCTION

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

The Contractor shall notify in writing the following utilities and agencies five (5) days prior to the beginning of construction:

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

Pacific Gas & Electric  
 Contact: Pat Munro  
[peme@gp.com](mailto:peme@gp.com)  
 (831) 784-3504  
 356 East Alisal St.  
 Salinas, California 93901

AT & T  
 Contact: Susan Barraza  
[sb8239@att.com](mailto:sb8239@att.com)  
 (831) 728-6571  
 515 Chappell  
 Watsonville, California 95076

The Contractor’s attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than six (6) inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which does not have concentric grounded conductors or other effectively grounded metal shields or sheaths.

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

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

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

**DIVISION III EARTHWORK AND LANDSCAPE**

**SECTION 17 – GENERAL**

**17-1.01 CLEARING AND GRUBBING:**

Contractor shall comply with Section 17-2, “Clearing and Grubbing” of the Standard Specifications and these Special Provisions.

**17-1.02 GENERAL:**

This item shall consist of clearing and grubbing of the project work area, and disposal of materials removed, in accordance with these Specifications.

All foundation elements from existing structures must be completely removed from the areas. Tree removal should include the entire stump and root ball, unless otherwise directed by the arborist. Any voids created by the removal of the existing culverts and associated structures, tree and root balls, must be backfilled with properly compacted engineering fill.

Surface vegetation, tree roots and organically contaminated topsoil should then be removed from the area to be graded. Any remaining debris or large rocks (larger than 2-inches in any dimension) shall also be removed. Rocks may be stockpiled and reused where acceptable and compliant.

All removals shall be disposed of in legal off-site locations.

**17-1.03 PAYMENT:**

Payment for Clearing and Grubbing shall be made on a lump sum basis at the contract price bid for Bid Item No. 3. Such payment shall be considered full compensation for furnishing all labor, material, tools, and equipment, and doing all the work required per the Plans, Special Provisions and Standard Specifications.

**SECTION 19 – EARTHWORK**

**19-1.01 GENERAL:**

Contractor shall comply with Section 19, “Earthwork” of the Standard Specifications and these Special Provisions.

**19-1.02 SAND BEDDING:**

Sand bedding shall consist of clean sand. The sand shall be free of clay or organic material, and shall comply with the following grading requirements:

Sieve Size	Percentage Passing
No. 4	100
No. 200	0-5

Sand bedding shall be compacted to ninety five percent (95%) relative compaction.



**19-1.03 CONCRETE BEDDING:**

Concrete bedding shall comply with the requirements of Section 19-3.02F (3) Soil Cement Beddings of the Standard Specifications.

**19-1.04 EXCAVATION AND BACKFILL**

Excavation for this project shall be performed in accordance with the Standard Specifications and these Special Provisions.

Culvert Excavation and Backfill	Section 19-3
Roadway Excavation and Backfill	Section 19-2
Undocumented Fill Removal	Section 19,-3, 19-5, 19-9

**Surplus excavation material shall be placed onsite with location to be confirmed by the Engineer.**

Man-made fills from previous emergency repair (“undocumented fill”) are identified as undocumented fill on the Plans. Where this fill underlies proposed foundations, culverts or engineered fill, it shall be completely excavated to expose undisturbed native material. The excavation process shall be observed and extent designated by the geotechnical engineer. Any voids created by fill removal shall be backfilled and compacted as engineered fill.

All foundation systems that derive their support from the encountered boulder layer, should be underlain by a minimum 6-inch-thick leveling coarse comprised of 1 inch minus crushed rock. The thickness of this layer may be greater in areas of depressions, or where the foundation elements extend into the softer overlying soils.

Large boulders may be encountered in excavations. Contractor shall use appropriate equipment and methods to accomplish work.

Subexcavations should extend at least five (5) feet horizontally beyond foundations. Final depths and horizontal limits of subexcavations shall be determined by the geotechnical engineer.

**19-1.05 CUT AND FILL SLOPES**

Fill slopes shall be constructed with onsite excavated material meeting the minimum density requirements noted above and have a gradient no steeper than 2:1 (H:V). Fill slopes greater than 15 feet in height shall be reviewed by a geotechnical engineer. Fill heights greater than 15 feet shall require intermediate benches which shall be a minimum width of six (6) feet and sloped to surface drainage.

Permanent cut slopes in soil shall not exceed a 2:1 (H: V) gradient. Permanent cut slopes in rock shall not exceed a 1.5:1 (H: V) gradient. All cut slopes shall not exceed a 15 foot vertical height unless reviewed by the geotechnical engineer. Cut slope heights greater than 15 feet shall require benches which shall be a minimum width of six (6) feet and sloped to surface drainage.

The above slope gradients are based on the strength characteristics of the materials under conditions of normal moisture content that would result from rainfall falling directly on the slope, and do not take into account the additional activating forces applied by seepage from spring areas or subsurface groundwater. Therefore, in order to maintain stable slopes at the recommended gradients, it is important that any seepage forces and accompanying hydrostatic pressure (if encountered) be relieved by adequate drainage. Drainage facilities may include subdrains, gravel blankets, rock fill surface trenches or horizontally drilled drains. Configurations and type of drainage will be determined by geotechnical engineer during the grading operations.

To maintain the stable slopes at the recommended gradients, seepage forces and accompanying hydrostatic pressure is relieved by adequate drainage. Drainage facilities may include subdrains, gravel blankets, rock fill surface trenches, or horizontally drilled drains. Configurations and type of drains shall be determined by the geotechnical engineer.

#### 19-1.06 EARTHWORK EXCAVATION (CUT)

Contractor shall comply with Section 19-2, "Roadway Excavation", Section 19-3 "Structure Excavation" of the Standard Specifications and these Special Provisions.

This item shall consist of excavation required for the grading of the channel, roadway reconstruction, headwall construction, wingwall construction, two (2) 48-inch HDPE pipe culverts, roadway storm drain improvements, and grading associated with Rip-Rap placement. This item shall be performed in accordance with the Standard Specifications, the Plans, and these Special Provisions.

#### 19-1.07 EARTHWORK EXCAVATION (CUT) PAYMENT

Payment for Earthwork Excavation (Cut) shall be made as a cubic yard basis and a final pay item at the contract price bid for Bid Item No. 9. Such payment shall be considered full compensation for furnishing all labor, material, tools, and equipment, and doing all the work required per the Plans, Special Provisions and Standard Specifications.

#### 19-1.08 EARTHWORK PLACEMENT (FILL)

Native or imported soils proposed for use as engineered fill shall meet the following requirements:

- Free from organics, debris, and other deleterious materials,
- Free from "recycled" materials such as asphaltic concrete, concrete, brick, etc.
- Granular in nature, well-graded, and contain sufficient binder to allow utility trenches to stand open, and
- Free of rocks in excess of 2-inches in size.

Imported fill shall have a Plasticity Index between 4 and 12, and a minimum Resistance "R" value of 30 and be non-expansive. Samples of imported fill shall be submitted to the geotechnical engineer not less than ten (10) working days prior to job-site delivery for appropriate testing and approval. Imported trench sand, drain rock, and aggregate materials shall also be submitted for testing and approval. Untested imported materials shall not be allowed on the project site.

Native soils may be used as engineered fill but will require screening. Oversized materials, greater than 2-inches, must be removed to meet project specifications.

Earthwork activities performed during or soon after the “rainy” season, or where they are performed near groundwater, the on-site soils and other materials may be too wet to be used as engineered fill. These materials shall require the moisture content be reduced to the levels required in these specifications to obtain adequate compaction as engineered fill. If on-site materials are too dry, water may need to be added.

**All Fill onsite must be keyed and benched into the natural hillside in accordance with the geotechnical engineer recommendation and Detail 6 on Sheet D-01 shown on the plans.**

#### 19-1.09 EARTHWORK PLACEMENT (FILL) PAYMENT

Payment for Earthwork Placement (Fill) shall be made as cubic yard basis and a final pay item at the contract price bid for Bid Item No. 10. Such payment shall be considered full compensation for furnishing all labor, material, tools, and equipment, and doing all the work required per the Plans, Special Provisions and Standard Specifications.

#### 19-1.10 BACKFILL DESCRIPTION

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.

#### 19-1.11 BACKFILL PAYMENT

Payment for Backfill shall be made as a lump sum basis and a final pay item at the contract bid price for Bid Item No.11. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required including grading, shaping, disposing of the excess material, subgrade preparation for channel structures, restoring adjacent ground to original or proposed conditions per the Plans, Special Provisions and Standard Specifications.

#### 19-1.12 12-INCH THICK COMPACTED SHOULDER BACKING

Contractor shall comply with Section 19-9, “Shoulder Backing” of the Standard Specifications and these Special Provisions.

#### 19-1.13 12-INCH THICK COMPACTED SHOULDER BACKING

Payment for 12-inch Thick compacted shoulder backing shall be made on a cubic yard basis for the actual cubic yard installed at the contract unit price bid for Bid Item No. 43. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

**19-1.14 STRUCTURE EXCAVATION (CULVERT)**

Payment for Structure Excavation (Culvert) shall be made on a cubic yard basis for the actual cubic yard installed at the contract unit price bid for Bid Item No. 23. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

**19-1.15 STRUCTURE BACKFILL (CULVERT)**

Payment for Structure Backfill (Culvert) shall be made on a cubic yard basis for the actual cubic yard installed at the contract unit price bid for Bid Item No. 24. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

**19-1.16 CONCRETE ENCASEMENT FOR (2) 48-INCH STORM DRAIN PIPES**

Concrete Encasement for (2) 48-inch HDPE pipes shall be constructed per plan and per Section 19-3.03 F of the Standard Specifications.

Payment for Concrete Encasement shall be made on a cubic yard basis for the actual cubic yards installed at the contract unit price bid for Bid Item No. 22. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

**SECTION 21 EROSION CONTROL**

**21-1.01 EROSION CONTROL-HYDROSEED**

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

Payment for Hydroseed shall be made on a square foot basis for the actual square foot installed at the contract unit price bid for Bid Item No. 52. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

**SECTION 26 – AGGREGATE BASES**

**26-1.01 8-INCH THICK (CLASS II) AGGREGATE BASE MATERIAL DESCRIPTION:**

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

26-1.02 8-INCH THICK (CLASS II) AGGREGATE BASE MATERIAL PAYMENT:

Payment for 8-inch Thick (Class II) Aggregate Base Material shall be made on a cubic yard basis for the actual cubic yard installed at the contract unit price bid for Bid Item No. 42. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

26-1.03 12-INCH THICK (CLASS II) AGGREGATE BASE FOR TEMPORARY ACCESS ROAD

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

26-1.04 12-INCH THICK (CLASS II) AGGREGATE BASE FOR TEMPORARY ACCESS ROAD PAYMENT

Payment for 12-inch Thick (Class II) Compacted Aggregate Base Material for Temporary Access Road shall be made on a cubic yard basis for the actual cubic yard installed at the contract unit price bid for Bid Item No. 6. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

## **DIVISION V SURFACINGS AND PAVEMENTS**

### **SECTION 39 – ASPHALT CONCRETE**

#### **39-1.01 TYPE A HOT MIX ASPHALT:**

Comply with Section 39, “Asphalt Concrete” of the Standard Specifications and these Special Provisions and the Plans.

For this Project:

1. All aggregate base shall meet Standard Specification Section 26 “Aggregate Base” for Class 2 materials and be angular in shape.
2. All Class 2 aggregate base shall be ¾-inch maximum aggregate size meeting the requirements of Section 26-1.02B.
3. Aggregate base shall be compacted to 95% of maximum dry density.
4. Use ¾-inch minimum, Type “A” medium graded asphaltic concrete shown in Section 39-2.02B (4).
5. Asphalt binder used in HMA Type A must be PG 64-10.

#### **39-1.02 INSTALLATION**

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

Provide sufficient gradient to prevent ponding of water.

#### **39-1.03 5-INCH THICK (3/4-INCH MIX DESIGN) HOT MIX ASPHALT CONCRETE PAVEMENT PAYMENT:**

Payment for 5-inch Thick (3/4-inch Mix Design) Hot Mix Asphalt Concrete Pavement shall be made on a per ton basis at the contract unit price bid for Bid Item No. 41. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required including roadway pavement and 2-inch cold plane grind and overlay, per the Plans, Special Provisions and Standard Specifications.

#### **39-1.04 ASPHALT CONCRETE (AC) DIKE, TYPE F DESCRIPTION:**

Comply with Section 39-2.01B (11), “Miscellaneous Areas and Dikes” of the Standard Specifications and these Special Provisions and the Plans.

Asphaltic concrete binder shall be PG64-10.

#### **39-1.05 ASPHALT CONCRETE (AC) DIKE, TYPE F PAYMENT:**

Payment for Asphalt Concrete (AC) Dike, Type f shall be made on a linear feet basis at the contract unit price bid for Bid Item No. 40. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

## **SECTION 51 – CONCRETE STRUCTURES**

### **51-1.01 GENERAL**

Contractor shall comply with Section 51, “Concrete Structures” of the Standard Specifications and these Special Provisions and the Plans.

### **51-1.02 STRUCTURAL CONCRETE WARPED WINGALL PAYMENT**

Payment for Structural Concrete Warped Wingall shall be made on a cubic yard basis at the contract unit price bid for Bid Item 26. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

### **51-1.03 STRUCTURAL CONCRETE HEADWALL PAYMENT:**

Payment for Structural Concrete Headwall shall be made on a cubic yard basis at the contract unit price bid for Bid Item 27. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

### **51-1.04 STRUCTURAL CONCRETE APRON PAYMENT:**

Payment for Concrete Apron shall be made on a cubic yard basis at the contract unit price bid for Bid Item 28. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

### **51-1.05 STRUCURAL CUTOFF WALLS PAYMENT:**

Payment for Cutoff Walls (Concrete) shall be made on a cubic yard basis for the actual cubic yards installed at the contract unit price bid for Bid Item 29. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

## **SECTION 52 – REINFORCEMENT**

Contractor shall comply with Section 52 “Reinforcement” of the Standard Specifications and these Special Provisions and the Plans.

### **52-1.01 BAR REINFORCING STEEL WARPED WINGWALL PAYMENT**

Payment for Bar Reinforcing Steel Warped Wingwall shall be made on a pound (lbs) basis and as a final pay item at the contract bid price for Bid Item 25. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

### **52-1.02 BAR REINFORCING STEEL CUTOFF WALL PAYMENT:**

Payment for Concrete Cutoff Wall (Reinforcement Steel) shall be made on a pound (lbs) basis and as a final pay item at the contract bid price for Bid Item 30. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.



## **DIVISION VII DRAINAGE FACILITIES**

### **SECTION 64 – PLASTIC PIPE**

#### **64-1.01 GENERAL**

Contractor shall comply with Section 19 “Earthwork” and Section 64 “Plastic Pipe” of the Standard Specifications and these Special Provisions and the Plans.

#### **64-1.02 MATERIAL**

Use the following high density polyethylene (HDPE) pipe:

Manufacturer: Advanced Drainage System, Inc.

Product: N-12 Dual Wall-HDPE Pipe

#### **64-1.03 PAYMENT**

Payment for Polyethylene Pipe (HDPE) shall be made on a linear foot basis for the actual linear foot installed at the contract unit price per Bid Item 12 “18-inch Pipe”, Bid Item 13 “24-inch Pipe Risers”, and Bid Item 14 “48-inch Pipe”. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

## **SECTION 68– SUBSURFACE DRAINS**

#### **68-1.01 GENERAL**

Contractor shall comply with Section 68 “Subsurface Drains,” Section 19 “Earthwork,” and Section 64 “Plastic Pipe” of the Standard Specifications and these Special Provisions and the Plans.

#### **68-1.02 PERFORATED PLASTIC PIPE DESCRIPTION**

Comply with section 68-2.02D “Perforated Plastic Pipe” of the Standard Specifications and these Special Provisions and the Plans.

Perforated plastic pipe shall be PVC and shall be class SDR 35 or better.

Location, depth, and length of the perforated plastic pipe will be determined in the field by the engineer.

#### **68-1.03 PERFORATED PLASTIC PIPE PAYMENT**

Payment for Perforated Plastic Pipe shall be made on a linear feet basis at the contract unit price bid for Bid Item No. 15. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

#### **68-1.04 PLASTIC OUTLET PIPE DESCRIPTION**

Comply with section 68-2.02E “Underdrain Outlets and Risers” of the Standard Specifications and these Special Provisions and the Plans.

Plastic outlet pipe shall be PVC and shall not be slotted and shall be of class SDR 35 or better.

Location, depth, and length of the plastic outlet pipe will be determined in the field by the engineer.

#### 68-1.05 PLASTIC OUTLET PIPE PAYMENT

Payment for Plastic Outlet Pipe shall be made on a linear feet basis at the contract unit price bid for Bid Item No. 16. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

#### 68-1.06 CLASS 2 PERMEABLE MATERIAL DESCRIPTION

Contractor shall comply with Section 68-2.02F, “Permeable Material” of the Standard Specifications and these Special Provisions.

Location and depth of permeable material will be determined in the field by the engineer.

Class 2 Permeable Material shall be placed around perforated pipe and outlet pipe as noted in the plans. When placed, Class 2 Permeable Membrane shall be clean and free draining.

#### 68-1.07 CLASS 2 PERMEABLE MATERIAL PAYMENT

Payment for Class 2 Permeable Material shall be made on a cubic yard basis for the actual cubic yard installed at the contract unit price bid for Bid Item No. 35. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

#### 68-1.08 SUBDRAIN CLEANOUT DESCRIPTION

Contractor shall comply with Section 68-4, “Edgedrains” of the Standard Specifications and these Special Provisions.

Location and depth of Subdrain cleanouts will be determined in the field by the engineer..

#### 68-1.09 SUBDRAIN CLEANOUT PAYMENT

Payment for Subdrain Cleanouts shall be made on an each (ea) basis at the contract unit price bid for Bid Item 17. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment, and doing all work required, including fittings and plugs, per the Plans, Special Provisions, and Standard Specifications.

## **SECTION 70– MISCELLANEOUS DRAINAGE FACILITIES**

### **70-1.01 PRECAST DRAINAGE STRUCTURES**

The loading requirement for the precast drainage structures shall meet AASHTO HL-93. The precast vault manufacturer shall provide signed and sealed structural calculations for each precast unit provided to this Project.

The precast units shall meet the requirements for Caltrans Drainage Inlet structure, Type GO.

### **70-1.02 DRAINAGE INLET, TYPE GO (DEPTH OF 6') PAYMENT**

Payment for Drainage Inlet Type GO (Depth of 6') shall be made on an each (ea) basis at the contract unit price bid for Bid Item 19. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment, and doing all work required, including grates and covers, per the Plans, Special Provisions, and Standard Specifications.

**70-1.03 ATRIUM GRATES PAYMENT**  
Payment for Atrium Grates shall be made on an each (ea) basis at the contract unit price bid for Bid Item 20. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment, and doing all work required, including grates and covers, per the Plans, Special Provisions, and Standard Specifications.

### **70-1.04 HDPE FLARED END SECTION**

Payment for HDPE Flared End Section shall be made on an each (ea) basis at the contract unit price bid for Bid Item 21. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment, and doing all work required, including grates and covers, per the Plans, Special Provisions, and Standard Specifications.

## **DIVISION VIII MISCELLANEOUS CONSTRUCTION**

### **SECTION 72 – SLOPE PROTECTION**

#### 72-1.01 RIPRAP DESCRIPTION:

This item shall consist of No. 1 Backing, 1/2 Ton Riprap, 2 Ton Riprap, and 2 Ton Grouted Riprap. Construction shall be performed in accordance Section 72 “Slope Protection” with the Standard Specifications, the plans, and these Special Provisions.

#### 72-1.02 RIPRAP CONSTRUCTION MATERIALS:

The rock shall conform to the following gradation and Section 72-2 “Rock Slope Protection”

#### **Rock Gradation for Method A Placement**

Rock Size	Percentage larger than <sup>a</sup>				
	Class				
	8T	4T	2T	1T	1/2 T
16 ton	0–5	--	--	--	--
8 ton	50–100	0–5	--	--	--
4 ton	95–100	50–100	0–5	--	--
2 ton	--	95–100	50–100	0–5	--
1 ton	--	--	95–100	50–100	0–5
1/2 ton	--	--	--	95–100	50–100
1/4 ton	--	--	--	--	95–100

For any class, the percentage of rock smaller than the smallest rock size must be determined on the basis of weight. For all other rock sizes within a class, the percentage must be determined on the basis of the ratio of the number of individual rocks larger than the smallest size shown for that class compared to the total number of rocks

#### **Rock Gradation for Method B Placement**

Rock Size	Percentage larger than <sup>a</sup>							
	Class other than Backing					Backing		
	1 T	1/2 T	1/4 T	Light	Facing	No. 1	No. 2	No. 3
2 ton	0–5	--	--	--	--	--	--	--
1 ton	50–100	0–5	--	--	--	--	--	--
1/2 ton	--	50–100	0–5	--	--	--	--	--
1/4 ton	95–100	--	50–100	0–5	--	--	--	--
200 lb	--	95–100	--	50–100	0–5	0–5	--	--
75 lb	--	--	95–100	--	50–100	50–100	0–5	--
25 lb	--	--	--	95–100	90–100	90–100	25–75	0–5
5 lb	--	--	--	--	--	--	90–100	25–75
1 lb	--	--	--	--	--	--	--	90–100

For any class, the percentage of rock smaller than the smallest rock size must be determined on the basis of weight. For all other rock sizes within a class, the percentage must be determined on the basis of the ratio of the number of individual rocks larger than the smallest size shown for that class compared to the total number of rocks

Contractor shall utilize existing riprap within the Project vicinity for the improvements in this contract that meet the requirements of the Plans and these special provisions. County will direct Contractor to the quantity and quality of the rock being reused. Credit shall be given to the County of Monterey for any applicable material re-utilized for the improvements.

**72-1.03 ROCK RIPRAP CONSTRUCTION METHODS:**

The rock shall be placed by equipment on surfaces and to the thickness and grades shown on plans. The riprap shall be installed to the full course thickness in one operation and chinking or filling with loose material shall be avoided. The rock shall be delivered and placed in a manner that will insure that the riprap in place shall be reasonably homogeneous with the larger rocks uniformly distributed and firmly in contact one to another with the smaller rocks and spalls filling the voids between larger rocks. Placement of rock riprap shall begin at the bottom of the toe trench and proceed up the slope. Placement of the rock riprap shall meet the requirements of the Standard Specifications Section 72-2.03B (Method A). Riprap shall be placed in a manner to prevent damage to existing side drain outlets. Hand placing will be required to the extent necessary to prevent damage to structures. Placement of riprap by dumping will not be allowed.

**72-2.04 ROCK RIPRAP CONSTRUCTION METHODS PAYMENT**

Quantities of 1/2-Ton Rock Riprap, 2-Ton Rock Riprap, 2-Ton Grouted Riprap, and No.1 Backing RSP shall be measured to the neat lines and limits shown on the Plans. Payment shall be made on a cubic yard basis for the actual cubic yards installed at the contract price bid for Bid Item Nos. 31, 32, 33, and 34 respectively. Such payment shall be considered full compensation for furnishing all labor material (including, but not limited to the above-mentioned classes of rock riprap etc.), tools and equipment, and doing all the work required per the Plans, Special Provisions and Standard Specifications.

**72-1.05 GABION BASKETS**

Contractor shall comply with Section 72 “Slope Protection” of the Standard Specifications and these special provisions.

**72-1.06 GABION BASKETS PAYMENT**

Payment for Gabion Baskets shall be made on an each (ea) basis for the actual quantity installed at the contract unit price for Bid Item No. 39. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

**SECTION 78-INCIDENTAL CONSTRUCTION**

**78-1.01 SHOTCRETE**

Contractor shall comply with Section 78 “Incidental Construction” of the Standard Specifications and these special provisions.

Shotcrete shall include integral buff/tan color that matches the adjacent soil color to the satisfaction of the Engineer. Color shotcrete samples shall be presented to the engineer in advance for approval. The shotcrete samples must be cured sufficiently to accurately represent the final post cure color.

78-1.02 SHOTCRETE PAYMENT

Payment for Shotcrete shall be made on a cubic yard basis for the actual cubic yard installed at the contract unit price for Bid Item No. 38. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment and doing all work required per the Plans, Special Provisions and Standard Specifications.

## **DIVISION IX TRAFFIC CONTROL DEVICES**

### **SECTION 82 –SIGN AND MARKERS**

#### **82-1.01 GENERAL**

Traffic Signs shall conform to the provisions in Section 82 “Signs and Markers” of the Standard Specifications and these Special Provisions. All traffic signs must follow the latest CA MUTCD guidelines

#### **82-1.02 PAYMENT**

Payment for traffic signs shall be made on an each (ea) basis for the actual quantity installed at the contract unit price for Bid Item No. 46. Such payment shall be considered full compensation for furnishing all labor, material, tools, equipment, and incidentals required to complete the installation in place per the Plans, Special Provisions, and the Standard Specifications.

### **SECTION 84-MARKINGS**

#### **84-1.01 GENERAL**

Thermoplastic traffic stripes (traffic lines) shall conform to the provisions in Sections 84-1, “General” and 84-2, “Traffic Stripes and Pavement Markings”, of the Standard Specifications and these Special Provisions. Painted traffic strips and pavement markings shall conform to Section 84-1, “General”, 84-2.03C(3), “Painted Traffic Stripes and Pavement Markings” and Section 81-3, “Pavement Markers” of the Standard Specifications and these Special Provisions.

#### **84-1.02 PAYMENT**

Payment for the traffic striping and pavement marking shall be made on a linear feet basis for the actual linear footage installed at the contract price per Bid Item No. 44 and Bid Item No. 45. Schedule. Such payment shall be considered full compensation for furnishing all labor, material, tools, and equipment, and incidentals required to complete the installation in place per the Plans, Special Provisions and Standard Specifications.

## **DIVISION XI MATERIALS**

### **SECTION 96 – GEOSYNTHETICS**

#### **96-1.01 FILTER FABRIC GENERAL:**

This item shall consist of furnishing and installing filter fabric under the Rip Rap and surrounding the perforated subdrain pipes and shall be performed in accordance with the Standard Specifications, the Plans, and these Special Provisions.

#### **96-1.02 FILTER FABRIC CONSTRUCTION MATERIALS:**

##### **Filter Fabric**

Filter fabric shall consist of a commercial grade high-tenacity polypropylene yarn, which are woven into a network such that the yarns retain their relative position and shall meet requirements of Type B per Section 96-1.02B of the Standard Specifications. The Contractor shall furnish to the Engineer, for his approval, a minimum of one square yard of the chosen fabric, the manufacturer's name, fabric style number, and product specifications 15 days prior to installation.

##### **Securing Pins**

Pins used to secure the filter fabric in place shall be steel or fiberglass. The pins shall have a minimum penetrating length of 8-inches and a minimum diameter of 1/8-inch (11 gage). Each pin shall be formed as a “U”, “L”, or “T” shape, or contain “ears” to prevent total penetration. Grommets or steel washers with an outside diameter of 1-1/2 inches steel shall be provided for all but “U” shaped securing pins.

#### **96-1.03 FILTER FABRIC INSTALLATION METHODS:**

For the riprap, the filter fabric shall be placed in the manner and at the locations shown on the drawings and required in the geotechnical report. The placement shall meet the requirements per Section 72 of the Standards Specifications. The surface to receive the fabric shall be prepared to a relatively smooth condition free of obstructions, depressions and debris. The cloth shall not be laid in a stretched condition, but shall be laid loosely. Riprap shall not be dropped on the cloth from a height greater than 2-feet. The panels shall be overlapped a minimum of 24-inches for horizontal laps. The fabric shall be placed so that the upstream or higher panel will overlap the downstream or lower panel. No more than three (3) horizontal overlaps shall be permitted. At vertical laps, securing pins shall be inserted through both layers along a line through the approximate midpoint of the overlap. At horizontal laps, securing pins shall be inserted through the bottom layer only. The pins shall be placed at not greater than 12-foot intervals. Securing pins shall be placed along a line approximately 2-inches in from the edge of the outer limits of the completed filter cloth area at intervals not greater than 12-feet unless otherwise shown on the drawings. Additional pins shall be installed as necessary to prevent any slippage of the filter fabric, regardless of location. Each securing pin shall be inserted through the fabric until the washer bears against the fabric and secures it firmly to the foundation. Filter fabric damaged or displaced before or during installation or during placement of overlying layers of riprap shall be replaced or repaired to the satisfaction of the Engineer at the Contractor's expense.

For the subdrain, the filter fabric shall be placed to encase the perforated subdrain pipes in the manner and at the locations shown on the drawings and required in the geotechnical report. The placement shall meet the requirements per Section 68 of the Standards Specifications. Filter fabric



damaged or displaced before or during installation or during construction shall be replaced or repaired to the satisfaction of the Engineer at the Contractor's expense.

96-1.04 FILTER FABRIC PAYMENT:

Payment for the Filter Fabric shall be made on a square yard basis for the actual square yard installed at the contract price bid for Bid Item No. 36. Such payment shall be considered full compensation for furnishing all labor, material, tools, and equipment, and incidentals required to complete the installation in place per the Plans, Special Provisions and Standard Specifications. No additional payment shall be made for fabric overlaps.

**APPENDIX I - SAMPLE CONTRACT**

SAMPLE CONTRACT

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 7210

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

(1) THE WORK

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

RIVER ROAD EMERGENCY REPAIR AT FAIRVIEW ROAD  
PROJECT NO. 7210

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

(a) The Standard Specifications, dated 2015, and the Standard Plans, dated 2015, including issued revision through SEPTEMBER 2, 2016, of the State of California, Department of Transportation.

(b) A set of plans and cross sections (when applicable) entitled:

RIVER ROAD EMERGENCY REPAIR AT FAIRVIEW ROAD  
PROJECT NO. 7210

(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 Construction Contract DBE Commitment
  - (13) Instructions-Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
  - (14) Exhibit 15-H DBE Information-Good Faith Efforts
  - (15) Bidder's Bond

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

## 2. WORKERS' COMPENSATION

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

## 3. CONTRACT PRICE

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

**RIVER ROAD EMERGENCY PROJECT AT FAIRVIEW**  
**PROJECT NO. 7210**  
State Project No:  
Federal Aid Project No: ER-15A7 (001)

BID:

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
1	999990		Mobilization	LS	1		
2	130200		Water Pollution Control Plan	LS	1		
3	170103		Clearing and Grubbing	LS	1		
4	480600		Excavation Safety (Temporary Sheeting, Shoring and	LS	1		
5	120100		Traffic Control System	LS	1		
6	130720		Temporary Access Road (During Construction)	CY	450		
7	100100		Develop Water Connection	LS	1		
8	066999		Survey-Construction Staking	LS	1		
9	190151, 190101	(F)	Excavation - Cut	CY	7608		
10	198010	(F)	Placement -Fill	CY	6860		
11	193017	(F)	Backfill	LS	1		
12	641104		18-inch Pipe (HDPE)	LF	230		
13	708045		24-inch Pipe-Risers (HDPE)	LF	21		
14	641131		48-inch Pipe (HDPE)	LF	536		
15	680285		4-inch Perforated Pipe (PVC)	LF	135		
16	208601		4-inch Pipe (PVC)	LF	115		
17			4-inch Subdrain Clean-Out	EA	4		
18	710128		Remove Existing 60" Storm Drain	LF	72		

## BID CONTINUED;

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
19	707106		Drainage Inlet, Type GO (Depth of 6')	EA	2		
20	750050		Atrium Grates	EA	2		
21	705309		HDPE Flared End Section	EA	1		
22	710368		Concrete Encasement Slurry Cement – 3 Sack	CY	705		
23	192025	(F)	Structure Excavation (Culvert)	CY	103		
24	193004	(F)	Structure Backfill (Culvert)	CY	72		
25	520104A	(F)	Bar Reinforcing Steel (Warped Wingwall)	LBS	6685		
26	510058A	(F)	Structural Concrete (Warped Wingwall)	CY	16		
27	510092	(F)	Structural Concrete (Headwall)	CY	24		
28	721431	(F)	Structural Concrete (Concrete Apron)	CY	29		
29	510050	(F)	Cut-off Walls (Structural Concrete)	CY	4		
30	520101	(F)	Cut-off Walls (Reinforcement Steel)	LBS	513		
31	723110		1/2-Ton Riprap	CY	1070		
32	723015		2-Ton Riprap	CY	59		
33	723015A		2-Ton Grouted Riprap	CY	75		
34	721026		No. 1 Backing RSP-Class	CY	460		
35	682042		Class 2 Permeable Material	CY	36		
36	729011 729012		Filter Fabric	SY	773		
37			Erosion Control Fabric	SY	1950		
38	530100		Shotcrete	CY	65		
39	722020		Gabion Baskets	EA	14		

## BID CONTINUED:

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
40	394077		Asphalt Concrete (AC) Dike, Type F	LF	500		
41	390132		5-inch Thick (3/4-Inch Mix Design) Hot Mix Asphalt Concrete Pavement	TON	472		
42	260203		8-inch Thick (Class II) Aggregate Base Material	CY	373		
43	190185		12-inch Compacted Shoulder Backing	CY	186		
44	840501		Thermoplastic Traffic Stripe-Detail 22 per CA MUTCD	LS	500		
45	840501		Pavement Marking (White)	LF	20		
46	820920		Traffic Signs	EA	5		
47	066237		Tree Removal	EA	2		
48	204030		Tree Planting	EA	30		
49	600053 582001		Removal & Replacement of "Hillside Vineyard" CMU	LS	1		
50	782120		Removal and Replacement of Mailboxes	EA	3		
51	150604 151534		Removal and Replacement of Fence	LF	315		
52	210430		Hydroseeding	SF	44,286		
<b>TOTAL COST</b>							

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

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

**CONTRACTOR:**

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

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

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

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

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

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

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

**COUNTY OF MONTEREY:**

APPROVE AS TO FISCAL TERMS

By: \_\_\_\_\_  
Name: Randell Ishii  
Director of Public Works, Facilities &  
Title: Parks  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Gary Giboney  
Title: Chief Deputy Auditor-Controller  
Date: \_\_\_\_\_

APPROVE AS TO FORM

APPROVE AS TO INDEMNITY/  
INSURANCE LANGUAGE

By: \_\_\_\_\_  
Name: Mary Grace Perry  
Title: Deputy County Counsel  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Leslie J. Girard  
Title: County Counsel  
Date: \_\_\_\_\_

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

COUNTY OF MONTEREY

PAYMENT BOND

(Civil Code Section 9550)

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

RIVER ROAD EMERGENCY REPAIR AT FAIRVIEW ROAD  
PROJECT NO. 7210

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

NOW, THEREFORE, we \_\_\_\_\_, as Principal, and

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

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

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



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

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

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

RIVER ROAD EMERGENCY REPAIR AT FAIRVIEW ROAD  
PROJECT NO. 7210

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

RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE
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**Distribution** Original copy -DLAE  
 Copy -1) Business Enterprise Program 2) Prime Contactor 3) Local Agency 4) Resident Engineer

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

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CHANGE IN CERTIFICATION STATUS REPORT

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

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

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

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

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

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

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

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

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

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

CEM-2402F (REV 02/2008)

**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

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 PAYMENTS			DATE OF FINAL PAYMENT
				NON-DBE	DBE	DATE WORK COMPLETE	
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
ORIGINAL COMMITMENT \$			TOTAL	\$	\$		
DBE							

List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.

**I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT**

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

Copy Distribution-Caltrans contracts:      **Original** - District Construction      **Copy**- Business Enterprise Program      **Copy**- Contractor      **Copy** Resident Engineer  
 Copy Distribution-Local Agency contracts:      **Original** - District Local Assistance Engineer (submitted with the Report of Expenditure)      **Copy**- District Local Assistance Engineer      **Copy**- Local Agency file

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

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

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

The form has six (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:

<b>DBE Program Status</b>	<b>Column to be used</b>
If program status shows DBE only with no other programs listed	DBE

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

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

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

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

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

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



**FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTOR'S ANNUAL EEO REPORT**

<b>U.S. DEPARTMENT OF TRANSPORTATION</b>												OMB NO. 2125-0019						
<b>FEDERAL HIGHWAY ADMINISTRATION</b>												Local Agency Contract No.						
<b>FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTOR'S ANNUAL EEO REPORT</b>												Report For <b>JULY</b> ____ <b>200</b> __						
1. CHECK APPROPRIATE BLOCK  Contractor Subcontractor		2. NAME AND ADDRESS OF FIRM						3. FEDERAL-AID PROJECT NUMBER				4. TYPE OF CONSTRUCTION						
5. COUNTY AND STATE			6. PERCENT COMPLETE			7. BEGINNING CONSTR. DATE			8. DOLLAR AMOUNT OF CONTRACT			9. ESTIMATED PEAK EMPLOYMENT						
												Month and Year (a)		Number of Employees (b)				
<b>10. EMPLOYMENT DATA</b>																		
<b>Table A</b>										<b>Table B</b>								
JOB CATEGORIES	TOTAL EMPLOYEES		TOTAL MINORITIES		BLACK Not of Hispanic Origin		HISPANIC		AMERICAN INDIAN OR ALASKAN NATIVE		ASIAN OR PACIFIC ISLANDER		WHITE Not of Hispanic Origin		APPRENTICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS (Managers)																		
SUPERVISORS																		
FOREMEN/WOMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
<b>TOTAL</b>																		
<b>Table C</b>																		
APPRENTICES																		
ON THE JOB TRAINEES																		
11. PREPARED BY: (Signature and Title of Contractor's Representative)															DATE			
12. REVIEWED BY: (Signature and Title of Local Agency Official)															DATE			
Distribution: Prepared by the Contractor and subcontractors and sent to the local agency (1) Original - Local agency project files (2) Copy - Caltrans District Local Assistance Engineer																		

LOCAL AGENCY CONTRACTORS AND SUBCONTRACTORS INSTRUCTIONS FOR  
COMPLETING FHWA 1391 FORM

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

**WHO MUST REPORT:**

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

**REPORT DATA:**

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

**DUE DATE:**

Due on or before the 15<sup>th</sup> of August.

**DEFINITION OF TERMS:**

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

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

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

MECHANICS: Equipment service and maintenance personnel.

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

LABORERS, UNSKILLED: All Non-classified laborers.

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

**BLOCK ENTRIES**

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

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

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

FORM FHWA-1022



# NOTICE

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

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

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

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

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

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

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

## EXHIBIT A – FEMA FEDERAL PROVISIONS

### **1.1. No Obligation by Federal Government – All Contracts**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity,

### **1.2. Acknowledgement of FEMA Funding – All Contracts**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The CONTRACTOR will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

### **1.3. Program Fraud and False or Fraudulent Statements or Related Acts – All Contracts**

The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

### **1.4. DHS Seal, Logo and Flags – All Contracts**

CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

### **1.5. EPA – Compliant Purchasing – All Contracts**

(1) In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>."

### **1.6. Equal Employment Opportunity Clause – All “federally assisted construction contracts” as defined in 41 CFR 60-1.3**

During the performance of this contract, the CONTRACTOR agrees as follows:

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion,

sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of CONTRACTORS and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONTRACTORS and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of

future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**1.7. Compliance with Copeland “Anti-Kickback” Act – Prime construction in excess of \$2,000**

(1) CONTRACTOR. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12."

**1.8. Davis-Bacon Act Clause – Construction in excess of \$2,000. (N/A to Public Assistance and HMGP contracts)**

The Contractor must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).

a. This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced.

**1.9. Work Hours Clause - \$100,000, Contracts that involve the employment of mechanics or laborers**

(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 \(b\) \(1\)](#) of this section the CONTRACTOR and any subcontractor responsible therefore 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 \(b\)\(1\)](#) of this section, in the sum of \$25 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 \(b\)\(1\)](#) of this section.



(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the [Federal agency](#) or the loan or grant recipient) 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 \(b\)\(2\)](#) of this section.

(4) *Subcontracts.* The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) (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 (b) (1) through (4) of this section.

#### **1.10. Clean Air Clause – All Contracts over \$150,000**

CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### **1.11. Suspension & Disbarment – Contracts and sub-contracts over \$25,000**

##### Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subgrantee). If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of subgrantee), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include

**1.12. Anti-lobbying Clause – Contracts over \$100,000, Filed with County by CONTRACTOR**

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)  
CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the required certification. (Attachment B) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

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

**1.1. Anti-Lobbying Clause Certification for Solicitation:**

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

\_\_\_\_\_  
Signature of CONTRACTOR’s Authorized Official

\_\_\_\_\_  
Name and Title of CONTRACTOR’s Authorized Official

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