

**MONTEREY COUNTY**  
**RESOURCE MANAGEMENT AGENCY**

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**DEPARTMENT OF PUBLIC WORKS**

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**BOOK ONE**

**NOTICE TO BIDDERS  
AND SPECIAL  
PROVISIONS  
CASTROVILLE BICYCLE/PEDESTRIAN PATH  
AND RAILROAD CROSSING  
PROJECT NO. 8622  
Federal Aid Project No: RSTPLE-5944(111)**

**July 14, 2016**



**TITLE SHEET**

BOARD OF SUPERVISORS  
COUNTY OF MONTEREY  
STATE OF CALIFORNIA

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Fernando Armenta  
Dave Potter  
Jane Parker  
John M. Phillips

Lew C. Bauman, P.E., Ph.D., County Administrative Officer  
Carl P. Holm, AICP., Resource Management Agency Director  
John Guertin, Acting Resource Management Agency Deputy Director  
Benny J. Young, Interim, Director of Public Works & Facilities  
Enrique M. Saavedra, P.E., Assistant Director of Public Works  
Jonathan L. Pascua, P.E., Senior Civil Engineer  
Douglas Poochigian, P.E., Project Manager

NOTICE TO BIDDERS AND SPECIAL PROVISIONS

**CASTROVILLE BICYCLE/PEDESTRIAN PATH AND RAILROAD CROSSING  
PROJECT NO. 8622**

Federal Aid Project No: RSTPLE-5944(111)

IN  
MONTEREY COUNTY

APPROVED AS TO FORM

APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE

APPROVED AS TO FISCAL TERMS

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MARY PERRY  
Deputy County Counsel

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STEVEN F. MAUCK  
Risk Manager

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GARY GIBONEY  
Chief Deputy Auditor Controller

FOR USE IN CONNECTION WITH STANDARD SPECIFICATIONS 2010, THE STANDARD PLANS 2010, INCLUDING ISSUED REVISED STANDARD PLANS AND REVISED STANDARD SPECIFICATIONS DATED OCTOBER 17, 2014; 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.

168 W. Alisal Street 2<sup>nd</sup> Floor  
Salinas, CA 93901-2438  
(831) 755-4800

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**BOOK ONE**

**NOTICE TO BIDDERS  
AND  
SPECIAL PROVISIONS**

**CASTROVILLE BICYCLE/PEDESTRIAN PATH  
AND RAILROAD CROSSING  
PROJECT NO. 8622  
Federal Aid Project No: RSTPLE-5944(111)**

**SIGNATURE SHEET**


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

ROADWAY

  
\_\_\_\_\_  
Justina Lynn Conklin, P.E.      4/14/16  
Date

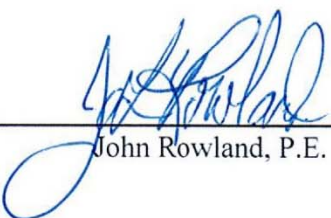


STRUCTURES

  
\_\_\_\_\_  
Todd J. Lambert, P.E.      4/14/16  
Date



ELECTRICAL

  
\_\_\_\_\_  
John Rowland, P.E.      4-14-16  
Date



## **STANDARD PLANS LIST**

The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. The Standard Plans of 2010 and the Revised and New Standard Plans, which apply to this contract are available at <http://www.dot.ca.gov/des/oe/construction-contract-standards.html> .

### GENERAL ROAD WORK

#### MISCELLANEOUS

A10A	Abbreviations
RSP A10B	Abbreviations
A10C	Lines and Symbols (Sheet 1 of 3)
A10D	Lines and Symbols (Sheet 2 of 3)
A10E	Lines and Symbols (Sheet 3 of 3)
A20A	Pavement Markers and Traffic Lines - Typical Details
A20B	Pavement Markers and Traffic Lines - Typical Details
RSP A20C	Pavement Markers and Traffic Lines - Typical Details
A20D	Pavement Markers and Traffic Lines - Typical Details
RSP A24A	Pavement Markings – Arrows
A24B	Pavement Markings – Arrows and Symbols
RSP A24C	Pavement Markings - Symbols and Numerals
A24D	Pavement Markings – Words
RSP A24E	Pavement Markings – Words, Limit and Yield Lines
RSP A24F	Pavement Markings - Crosswalks

#### RUMBLE STRIP

A40B	Shoulder Rumble Strip Details - Ground-In Indentations
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#### EXCAVATION AND BACKFILL

A62A	Excavation and Backfill - Miscellaneous Details
A62B	Limits of Payment for Excavation and Backfill - Bridge Surcharge and Wall
A62C	Limits of Payment for Excavation and Backfill - Bridge
A62D	Excavation and Backfill - Concrete Pipe Culverts
RSP A62DA	Excavation and Backfill - Concrete Pipe Culverts - Indirect Design Method

#### FENCES

RSP A85	Chain Link Fence
A85A	Chain Link Fence Details
RSP A85B	Chain Link Fence Details
A86	Barbed Wire and Wire Mesh Fences
A86B	Barbed Wire and Wire Mesh Fence Details
A86C	Barbed Wire and Wire Mesh Fence Details at Ditch Crossing
RSP A86D	Barbed Wire and Wire Mesh Fence - Miscellaneous Details

## DRAINAGE INLETS, PIPE INLETS AND GRATES

RSP D73	Drainage Inlets
RSP D75B	Concrete Pipe Inlets
RSP D77A	Grate Details No. 1
RSP D77B	Grate Details No. 2
D89	Pipe Culvert Headwalls Straight and “L”
D94A	Metal and Plastic Flared End Sections

## GUTTER AND INLET DEPRESSIONS

D78A	Gutter Depressions
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## CURBS, DRIVEWAYS, DIKES, CURB RAMPS AND ACCESSIBLE PARKING

RSP A87B	Hot Mix Asphalt Dikes RSP
A88A	Curb Ramp Details

## LANDSCAPE AND EROSION CONTROL

RSP H1	Landscape and Erosion Control Abbreviations RSP H2
	Landscape and Erosion Control Symbols
H51	Erosion Control Details - Fiber Roll and Compost Sock H52
	Rolled Erosion Control Product

## TEMPORARY TRAFFIC CONTROL SYSTEMS

T11 RSP	Traffic Control System for Lane Closure On Multilane Conventional Highways
T12 RSP	Traffic Control System for Half Road Closure On Multilane Conventional Highways and Expressways
T13 RSP	Traffic Control System for Lane Closure On Two Lane Conventional Highways
T17 RSP	Traffic Control System for Moving Lane Closure On Two Lane Highways

## TEMPORARY WATER POLLUTION CONTROL

T51	Temporary Water Pollution Control Details (Temporary Silt Fence)
T52	Temporary Water Pollution Control Details (Temporary Straw Bale Barrier) T53
	Temporary Water Pollution Control Details (Temporary Cover)
T54	Temporary Water Pollution Control Details (Temporary Erosion Control Blanket)
T55	Temporary Water Pollution Control Details (Temporary Erosion Control Blanket)
T56	Temporary Water Pollution Control Details (Temporary Fiber Roll)
T57	Temporary Water Pollution Control Details (Temporary Check Dam)
T58	Temporary Water Pollution Control Details (Temporary Construction Entrance) T59
	Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)
T60	Temporary Water Pollution Control Details (Temporary Reinforced Silt Fence) T61
	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T62	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T63	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T64	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T65	Temporary Water Pollution Control Details [Temporary Fence (Type ESA)]



### BRIDGE DETAILS

B0-3 Bridge Details  
B0-5 Bridge Details  
B0-13 Bridge Details

### RETAINING WALLS

RSP B3-5 Retaining Wall Details No. 1

### JOINT SEALS

RSP B6-21 Joint Seals (Maximum Movement Rating = 2")

### BOX GIRDER DETAILS

B7-1 Box Girder Details

### CAST-IN-PLACE POST-TENSIONED GIRDER

RSP B8-5 Cast-In-Place Post-Tensioned Girder Details

### WATER SUPPLY LINE (BRIDGE)

B14-5 Water Supply Line (Details) (Pipe Sizes Less Than 4")

### ROADSIDE SIGNS

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

### ELECTRICAL SYSTEMS - LEGEND AND ABBREVIATIONS

RSP ES-1A Electrical Systems (Legend and Abbreviations)  
RSP ES-1B Electrical Systems (Legend and Abbreviations)  
RSP ES-1C Electrical Systems (Legend and Abbreviations)  
ES-7B County Standard Details

COUNTY OF MONTEREY  
DEPARTMENT OF PUBLIC WORKS

**NOTICE TO BIDDERS**

Sealed bids will be received at the OFFICE OF THE COUNTY CLERK OF THE BOARD OF SUPERVISORS, COUNTY OF MONTEREY, 168 W. ALISAL STREET 1<sup>ST</sup> FLOOR, SALINAS, CALIFORNIA 93901 (MAILING ADDRESS: P O BOX 1728, SALINAS CA 93902-1728), until 3:00 p.m., on August 18, 2016, for the

CASTROVILLE BICYCLE/PEDESTRIAN PATH AND RAILROAD CROSSING PROJECT  
PROJECT NO. 8622

Federal Aid Project No: **RPSTPLE-5944(111)**

as shown on the plans, at which time they will be publicly opened and read in the Board of Supervisors' Conference Room 1032.

The General work description for the Castroville Bicycle/Pedestrian Path and Railroad Crossing Project is a bicycle/pedestrian pathway project along Salinas Street and Benson and Collins Roads from McDougall Street to Castroville Boulevard. The work includes, but is not limited to, constructing a Class 1 hot mix asphalt bicycle/pedestrian path, grading, pavement delineation, signs, bridge construction work, storm drainage modification, electrical bridge lighting, and minor concrete construction. The Engineer's Estimate for the Base construction costs is \$6,107,537.

Award of the Construction Contract, if awarded, will be to the lowest responsible bidder based on the Base Bid. Five Additive Alternate Bid Items for the project are included in the Bid Form. These items will be included in the Construction Contract if sufficient funding is available. The Engineer's Estimate for the Base construction cost plus the Five Additive Alternates is \$6,543,101.

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

The DBE contract goal is 5 % percent.

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

A prebid meeting is scheduled for 1:00 p.m., July 26, 2016 in the Public Works Conference Room at 168 West Alisal Street, 2<sup>nd</sup> Floor, in Salinas, CA. This meeting is to inform DBEs of subcontracting and material supply opportunities. Bidder's attendance at this meeting is not mandatory, but bidders are urged to attend since attendance will be considered in determining the bidder's good faith effort to obtain DBE participation.

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 280 WORKING DAYS beginning on the date listed on the issuance of the "Notice to Proceed"

CASTROVILLE BICYCLE/PEDESTRIAN PATH AND RAILROAD CROSSING  
PROJECT NO. 8622

A bidder's bond, issued by an admitted corporate surety company in an amount equal to at least ten percent 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 100 percent of the Contract.

The Contract Documents are available ELECTRONICALLY and can be downloaded for free at the following Monterey County website: <http://www.co.monterey.ca.us/publicworks/bids.htm>. Plan holders must register before they can view or download the documents. A copy of the electronic files on compact-disc (CD) is also available at **MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 168 W. ALISAL STREET, 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 Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations and are available at the Department of Public Works, 168 W. Alisal Street, 2<sup>nd</sup> Floor, Salinas, CA 93901, and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

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

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: July 17, 2016

BENNY J. YOUNG  
INTERIM DIRECTOR OF PUBLIC WORKS  
& FACILITIES  
COUNTY OF MONTEREY

CASTROVILLE BICYCLE/PEDESTRIAN PATH AND RAILROAD CROSSING  
PROJECT NO. 8622

RESOURCE MANAGEMENT AGENCY  
DEPARTMENT OF PUBLIC WORKS  
COUNTY OF MONTEREY  
STATE OF CALIFORNIA

**SPECIAL PROVISIONS**

**CASTROVILLE BICYCLE/PEDESTRIAN PATH  
AND RAILROAD CROSSING  
PROJECT NO. 8622  
Federal Aid Project No: RSTPLE-5944(111)**

**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 dated 2010 and the Revised Standard Specifications dated October 17, 2014 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: The Monterey County RMA - Public Works

CASTROVILLE BICYCLE/PEDESTRIAN PATH AND RAILROAD CROSSING  
PROJECT NO. 8622

Director: Chair of the Board of Supervisors

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

Approach Structure: These are considered a bridge, see "bridge"

Bridge: The bridge and approach structures

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 Director of Public Works 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.

1-1.05 STATE HOLIDAYS:

Replace Holiday table in section 1-1.07B "Glossary" of the Standard Specifications with:

Designated legal holidays for 2016 and 2017 are:

Date Observed	Holiday
September 5th, 2016	Labor Day
November 11th, 2016	Veterans' Day
November 24th, 2016	Thanksgiving Day
November 25th, 2016	Day after Thanksgiving Day
December 26th, 2016	Christmas Day (observed)
January 2 <sup>nd</sup> , 2017	New Year's Day (observed)
January 16th, 2017	Martin Luther King, Jr. Birthday
February 20th, 2017	Presidents' Day
May 29th, 2017	Memorial Day
July 4th, 2017	Independence Day
September 4th, 2017	Labor Day
November 10 <sup>th</sup> , 2017	Veterans' Day (observed)
November 23 <sup>rd</sup> , 2017	Thanksgiving Day
November 24 <sup>th</sup> , 2017	Day after Thanksgiving Day

Date Observed	Holiday
December 25 <sup>th</sup> , 2017	Christmas Day
January 1 <sup>st</sup> , 2018	New Year's Day

**1-1.06 BID ITEMS AND APPLICABLE SECTIONS:**

The bid items set forth the construction specifications that apply. The first 2 digits of a bid item code correspond to the specification section number with the same 2 first digits unless shown otherwise in the table entitled "Bid Items and Application Sections" in the special provisions.

**Bid Items and Applicable Sections**

Item code	Item description	Applicable section
050002A	TRAINING	07
066009A	RESIDENTS ENGINEERS OFFICE	10
070030	LEAD COMPLIANCE PLAN	14
999990	MOBILIZATION	09

**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 must observe in the preparation and the submission of the bid.

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

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

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

**2-1.02 DISADVANTAGED BUSINESS ENTERPRISES (DBE):**

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

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in

the termination of this contract or such other remedy as the recipient deems appropriate.

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

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

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

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

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm).

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

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

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

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

#### DBE COMMITMENT SUBMITTAL

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

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

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract.

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

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

#### 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 4th business day after bid opening.

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

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

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



in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.

7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

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

#### EXHIBIT 15-G – LOCAL AGENCY BIDDER DBE INFORMATION (CONSTRUCTION CONTRACTS)

Complete and sign Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* included in the contract documents regardless of whether DBE participation is reported.

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

#### SUBCONTRACTOR AND DISADVANTAGED BUSINESS ENTERPRISES RECORDS

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* 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 15th of each month, submit a Monthly DBE Trucking Verification form.

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

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

## PERFORMANCE OF DISADVANTAGED BUSINESS ENTERPRISES

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.

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

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

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

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

Your request to use other forces or material sources must include:

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

### 3. Notices from the DBEs to you regarding the request

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

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

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

#### 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 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 Section 4100 of the Public Contract Code.

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

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

#### 2-1.06 JOB SITE AND DOCUMENT EXAMINATION:

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

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

from the specifications made a part of the contract.

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

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

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

The Department makes the following supplemental project information available:

**Supplemental Project Information**

Means	Description
Included in the <i>Information Handout</i>	Pedestrian Bridge Crossing Agreement BNSF & UPRR – Guidelines for Railroad Grade Separation Projects Final Foundation Report dated March 25, 2016 Plats and Legal Descriptions  ENVIRONMENTAL & PERMITS Signed IS/MND (dated 9-12-13) including Biological Study Area (BSA) MMMP  COUNTY PLANNING DEPARTMENT Encroachment Permit Policy Manual Noise Variance Application  OTHER County Improvement Standards and Specifications County Standard Property Development Specifications County Standard Details Revised (2010) State Standard Specifications dated 10-17-14 2014 ATT Guide for California Developers of Commercial Private Property Custom Rock Formliner Information Knox-Box Information
Available as specified in the <i>Standard Specifications or these Special Provisions</i>	Revised and New State Standard Plans
Included with the project plans	Log of test borings
Available for inspection at the District Office Telephone no.: (831) 755-4800	Right of Way Information

**2-1.07 NON-MANDATORY PREBID MEETING:**

The Department will conduct a non-mandatory prebid meeting for this contract at the time and place shown on the Notice to Bidders.

The purpose of the meeting is to provide small businesses the opportunity to meet and interact with prospective bidders and increase their participation in the performance of contracts.

Each bidder may attend the non-mandatory prebid meeting. The bidder's representative may be a company officer, project superintendent, or project estimator. For a joint venture, one of the parties may attend the non-mandatory prebid meeting.

A sign-up sheet is used to identify each prospective bidder. Each bidder is required to include the name and title of the company representative attending the non-mandatory prebid meeting.

**Replace the phone number in the second paragraph of Section 2-1.33A, "General," of the Standard Specifications with (831) 755-4958.**

### **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 responsive, responsible bidder based on the Total Base Bid, excluding alternates.

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 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 DEPARTMENT OF PUBLIC WORKS TO THE ATTENTION OF THE PROJECT MANAGER/168 W ALISAL STREET FL2/SALINAS CA 93901-2438**. Protests may be hand-delivered or sent via facsimile [(831)755-4958], certified postal mail, or E-mail to the attention of the project manager [The Project Manager's E-mail address may be obtained by calling (831) 755-4800]. Bid protests must include the project name and project number, a complete statement describing the basis for the bid protest, including a detailed statement of all legal and factual grounds for the protest, any documentation supporting the protestor's grounds for the protest, and the form of relief requested and the legal basis for such relief. The party lodging the protest must also include their contact information including mailing address, telephone number, and E-mail address.

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

The award of the contract, if it be awarded, will be to the lowest responsible bidder within ninety (90) days after bid opening, whose bid complies with all the requirements prescribed. In determining the lowest “responsible” Bidder, consideration shall be given to the general competency of Bidder in regards to the work covered by the bid.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds and insurance certificates, to the MONTEREY COUNTY PUBLIC WORKS DEPARTMENT so that it is received within 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 DEPARTMENT OF PUBLIC WORKS, 168 W. ALISAL ST, 2<sup>ND</sup> FL, SALINAS, CA, 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 100 percent of the total bid.

The two 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 Specifications for federal-aid contracts.

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 Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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

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

## **SECTION 4 SCOPE OF WORK**

### 4-1.01 WORK DESCRIPTION

The work to be done consists, in general, of construction of a bicycle/pedestrian path, bridge construction over the Union Pacific Railroad tracks including but not limited to clearing and grubbing, pavement delineation, bridge and street lighting, and traffic control. Such other items or details, not mentioned above, that are required by the Plans, Standard Specifications, Standard Plans, or these Special Provisions, shall be performed, placed, constructed, or installed.

### 4-1.02 INCREASED AND DECREASED QUANTITIES:

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

ITEM CODE.	ITEM
130310	Rain Event Action Plan

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

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

### 4-1.03 BALANCING CHANGE ORDER:

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

### 4-1.04 CHANGED 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 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 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increased in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

## **SECTION 5 – CONTROL OF WORK**

### **5-1.01 SUBCONTRACTING:**

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

No subcontract releases you from the contract or relieves you of your responsibility for a subcontractor's work.

If you violate Pub Cont Code § 4100 et seq., the County of Monterey may exercise the remedies provided under Pub Cont Code § 4110. The County of Monterey may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

You shall perform work equaling at least 30 percent of the value of the original total bid with your own employees and equipment, owned or rented, with or without operators.

### **5-1.02 DISADVANTAGED BUSINESS ENTERPRISES (DBE) RECORDS:**

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

### **5-1.03 AREAS FOR CONTRACTOR'S USE:**

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

The County right-of-way shall be used only for purposes that are necessary to perform the required work. You 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 your exclusive use within the contract limits. Secure at your own expense any area required for plant sites, storage of equipment or materials, or for other purposes.

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

Obtain encroachment permits prior to occupying County-owned parcels outside the contract limits. The required encroachment permits may be obtained from the MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 168 W ALISAL STREET 2<sup>ND</sup> FLOOR, SALINAS, CA 93901- 2438.

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

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

Secure at your own expense any area required for plant sites, storage of equipment or materials, or for other purposes if sufficient area is not available to him within the contract limits.

#### 5-1.04 COORDINATION WITH OTHER ENTITIES:

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

#### 5-1.05 RAILROAD RELATIONS:

##### **Add the following to section 5-1.20C Railroad Relations**

#### 5-1.20C(1) GENERAL

Your attention is directed to the railroad tracks and Union Pacific Railroad Company right of way within the project limits. The term "Railroad" shall mean the Union Pacific Railroad Company.

No work may occur within the minimum construction clearance envelope shown on the plans. Your attention is directed to Section 5-1.36C of the Standard Specifications and "Supplemental Project Information" of these special provisions regarding the Agreement between the County and the Railroad, provisions of which apply to your work.

Attention is directed to "General Shoring Requirements," U.P.R.R. Plan No. 710000, of the BNSF/UPRR Guidelines for Railroad Grade Separation Projects included in "Supplemental Project Information" of these special provisions.

#### 5-1.20C(2) RIGHT OF ENTRY AGREEMENT

Your right to enter the Railroad's property is subject to the absolute right of the opinion of the Railroad to cause the your work on the Railroad's property to cease if, in the opinion of the Railroad, your activities create a hazard to the Railroad's property, employees, and operations.

Provide to Kevin Yoder, Manager of Industry & Public Projects, 9451 Atkinson Street, Roseville, CA 95747, Telephone (916) 789-5152, email address kayoder@up.com, and the Engineer, in writing, the advance notice requirements set forth in Section 1 of Exhibit B of the Right of Entry Agreement before performing any work on, or adjacent to the property or tracks of the Railroad.

#### 5-1.20C(3) CONSTRUCTION

Comply with the rules and regulations of the Railroad or the instructions of its representatives in relation to protecting the tracks and property of the Railroad and the traffic moving on such tracks, as well as the wires, signals and other property of the Railroad, its tenants or licensees, at and in the vicinity of the work during the period of construction. Your responsibility for safe conduct and adequate policing and supervision of your work at the job site shall not be lessened or otherwise affected by the presence at the work site of the Railroad representatives, or by your compliance with any requests or recommendations made by the Railroad representatives.

Perform work so as not to endanger or interfere with the safe operation of the tracks and property of the Railroad and traffic moving on such tracks, as well as wires, signals and other property of the Railroad, its tenants or licensees, at or in the vicinity of the work.

Take protective measures to keep the Railroad facilities, including track ballast, free of sand or debris resulting from his operations. Damage to the Railroad facilities resulting from your operations will be repaired or replaced by the Railroad and the cost of such repairs or replacement shall be deducted from your progress and final pay estimates.

Notify the Engineer and the Railroad's "Call Before You Dig" at least forty-eight (48) hours prior to commencing work on UPRR Company property, at 1-800- 336-9193 during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays - also a 24-hours, 7-day number for emergency calls) to determine location of fiber optics. Coordinate with the Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad property.

All heavy equipment provided or leased by you shall be equipped with audible back- up warning devices. If in the opinion of the Railroad Representative any of your or your subcontractor's equipment is unsafe for use on the Railroad's right-of-way, you, at the request of the Railroad representative, shall remove such equipment from the Railroad right- of-way.

#### 5-1.20C(4) INSURANCE REQUIREMENTS

In addition to any other form of insurance or bonds required under the terms of the contract and specifications, you will be required to carry insurance of the kinds and in the amounts specified in Exhibit C, Insurance Requirements, of the Contractor's Right of Entry Agreement. Such insurance shall be approved by the Railroad before any work is performed on the Railroad's

property and shall be carried until all work required to be performed on or adjacent to the Railroad's property under the terms of the contract is satisfactorily completed as determined by the Engineer, and thereafter until all tools, equipment and materials have been removed from the Railroad's property and such property is left in a clean and presentable condition.

Full compensation for all premiums which you are required to pay on all the insurance described hereinafter shall be considered as included in the prices paid for the various items of work to be performed under the contract, and no additional payment will be made thereof or for additional premiums which may be required by extensions of the policies of insurance.

#### 5-1.20C(5) RAILROAD FLAGGING

The Union Pacific Railroad Company furnishes railroad flagging and submittal reviews in accordance with the provisions in this section and the BNSF-UPRR Joint Guidelines and the Pedestrian Bridge Crossing Agreement included in "Supplemental Project Information" of these special provisions.

Secure a railroad flagger as needed to perform your work, including providing the appropriate advance notice to the Union Pacific Railroad Company.

Your attention is directed to "Start of Job Site Activities, Time and Liquidated Damages," of these special provisions regarding the limit on the amount of County – paid railroad flagging. Further, the County will not reimburse you for fines, penalties, or any other expenses assessed by the Union Pacific Railroad Company.

The inspection fees described in Exhibit C-1 of the Pedestrian Bridge Crossing Agreement will be paid by the County and are not included in this contract.

#### 5-1.20C(6) UNION PACIFIC RAILROAD LETTER TO CONTRACTOR

A letter will be sent by the Union Pacific Railroad Company to you listing the steps you must take to obtain the necessary Right-of-Entry Agreement to construct the project, however you are responsible to initiate communication with the Railroad and secure the Agreement.

#### 5-1.20C(7) CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

The Contractor's Right-of-Entry Agreement is EXHIBIT E to the Pedestrian Bridge Crossing Agreement between the County and the Union Pacific Railroad Company.

Complete the Right-of-Entry Agreement, pay the required fee, and receive approval from the Union Pacific Railroad Company before starting any work on, above, or below the Railroad's right of way.

Attention is directed to the exhibits attached to the Pedestrian Bridge Crossing Agreement included in "Supplemental Project Information" of these special provisions, namely EXHIBIT A, Railroad's Location Print; EXHIBIT A-1, Survey and Detailed Prints; EXHIBITS A-2 and A-3, Legal Descriptions; EXHIBIT B, General Terms and Conditions; EXHIBIT B-1, Insurance Requirements; EXHIBIT C, Railroad's Coordination Requirements; EXHIBIT D, Railroad's Material and Force Account Estimates;; and EXHIBIT E, Contractor's Right of Entry Agreement.

#### **5-1.20C(8) Training**

Your personnel and all subcontractor personnel must be trained in accordance with all regulatory and Union Pacific safety requirements prior to performing work. You are responsible for ensuring that all of your personnel have in their possession any required identification, certifications and licenses necessary when performing work within Union Pacific right-of-way.

Contractors who employ personnel who perform safety-related railroad work as defined in 49 C.F.R §243 for Union Pacific must ensure that any person they employ is trained and qualified to comply with any relevant Federal railroad safety laws, regulations, and orders, as well as any relevant railroad rules and procedures promulgated to implement those Federal railroad safety laws, regulations, and orders. Part 243 contains the general minimum training and qualification requirements for each category and subcategory of safety-related railroad work. Contractors must certify their compliance with the contents of 49 C.F.R §243, including those aspects of training that are specific to the Union Pacific's rules and procedures.

You will be required to complete Union Pacific online training. The contract lump sum price paid for railroad training shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for completing the training.

#### **5-1.06 UTILITY RELOCATION:**

The utility owner will relocate a utility as shown on the plans or in the following table before the corresponding date shown:

**Utility Relocation and Date of the Relocation**

Utility	Approximate Location	Date
PG&E Utility Pole and Anchor	Station 17+60	June 13, 2016 - July 31, 2016
Joint Overhead (Charter and AT&T) and Poles	Station 21+10 to 24+55	June 13, 2016 - July 31, 2016
Joint Overhead (PG&E, Comcast, Charter, and AT&T) and Poles	Station 26+30 to 34+00	June 13, 2016 - July 31, 2016
AT&T Underground	36+20 to 42+90	March 31, 2016
PG&E Guy Wire	36+15	June 13, 2016 - July 31, 2016
Joint Overhead (PG&E, Comcast, Charter, and AT&T)	36+00 to 42+00	June 13, 2016 - July 31, 2016
Castroville Community Service District Sanitary Sewer	34+00 to 36+50 and 39+00 to 42+50	June 13, 2016 - July 31, 2016

The utilities shown in the following table will not be rearranged. The utilities may interfere with pile driving, drilling activities, or substructure construction. If you want any of them rearranged or temporarily deactivated, make arrangements with the utility owner.

**Utilities Not Rearranged for Pile Driving, Drilling Activities, or Substructure Construction**

Utility	Location
Monterey Water Resource Agency Reclaimed 14" to 30" Pipeline	Near Bent 11
AT&T underground	Abutment 1, Bents 2-6, Bent 11, Abutment 12, Structure Approaches
Any other facility not listed herein	Various

The two AT&T vaults located near Station 42+90 need to be relocated or adjusted to grade during construction by AT&T representatives. You are required to contact Sue Barraza from AT&T at (831) 728- 6571 and by email at sb8239@att.com at least 5 business days prior to pavement being placed in that area to coordinate those vaults being raised.

**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, except as noted on the Plans.

### 6-1.02 BUY AMERICA:

Attention is directed to Section 6-2.05, "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. Steel and iron materials must be produced in the U.S. except:

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

Production includes:

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

### 6-1.03 USE OF UNITED STATE FLAG VESSELS:

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk 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-landing 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-landing) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Maintain records and submit reports documenting your performance under this section.

### 6-1.04 RELATIVE COMPACTION:

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



California 231.

**6-1.05 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 6-3.05E, "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)

**6-1.06 QUALITY ASSURANCE :**

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

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

Schedule work to allow time for QAP.

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

**7-1.01 LABOR NON DISCRIMINATION:**

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

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

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

**7-1.02 LABOR CODE REQUIREMENT:**

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

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

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

CASTROVILLE BICYCLE/PEDESTRIAN PATH AND RAILROAD CROSSING  
PROJECT NO. 8622

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

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

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

#### 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 Subcontractors. The Contractor shall furnish the Engineer with certified payrolls and statement of benefits.

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

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

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

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

#### 7-1.06 PUBLIC SAFETY:

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

#### 7-1.07 INDEMNIFICATION AND INSURANCE:

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

#### **Replace the first paragraph of section 7-1.05A with:**

You must defend, indemnify, and save harmless the State, including its officers, employees, and agents, including agents who are design professionals, from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, losses or liabilities, in law or in equity (Section 7-1.05 Claims) arising out of or in connection with your performance of this Contract for:

1. Bodily injury including, but not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including, but not limited to, the public, any employees or agents of you, the State, or any other contractor; and
2. Damage to property of anyone including loss of use thereof; caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of you or anyone directly or indirectly employed by your or anyone for whose acts you may be liable.

**Replace the fourth paragraph of section 7-1.05A with:**

With respect to third-party claims against you, you waive all rights of any type to express or implied indemnity against the State, its officers, employees, or agents, including agents who are design professionals.

**Replace the fourth paragraph of section 7-1.06D(2) with:**

The State, including its officers, directors, agents, including agents who are design professionals, and employees, must be named as additional insureds under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of you under this Contract. Coverage for such additional insureds does not extend to liability:

1. Arising from any defective or substandard condition of the roadway which existed at or before the time you started work, unless such condition has been changed by the work or the scope of work requires you to maintain existing roadway facilities and the claim arises from your failure to maintain;
2. For claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of you that occurred during the course of the work; or
3. To the extent prohibited by Ins Code § 11580.04

**Replace the first paragraph of section 7-1.08 with:**

Neither the Director nor any other officer or authorized employee of the State of California, nor any officer or employee of any county, city or district, nor any design professional under contract with any of them, shall be personally responsible for any liability arising under or by virtue of the Contract.

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 including design professionals, 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 including design professionals, 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:

Sections IV, "Davis-Bacon and Related Act Provisions" and VI, "Subletting or Assigning the Contract" do not apply since this project is off the 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

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.

**ATTACHMENTS**

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

**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.

**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).

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 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.

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.

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.

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.

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).

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.

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

#### 1. Minimum wages

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

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

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

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

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

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

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

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

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



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

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

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

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

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

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

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

##### b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

##### **1. Instructions for Certification – First Tier Participants:**

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

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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.

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	16.1
	CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	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 CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern	19.1
	2840 Fresno, CA CA Fresno	26.1
	Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange	11.9
	4480 Los Angeles-Long Beach, CA CA Los Angeles	28.3
	6000 Oxnard-Simi Valley-Ventura, CA CA Ventura	21.5
	6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino	19.0
	7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara	19.7
	Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego	16.9
	Non-SMSA Counties CA Imperial	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 **7**.

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

provisions.

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

You have primary responsibility for meeting this training requirement.

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

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

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

Before starting work, submit to the County of MONTEREY.

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

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

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

Do not employ as an apprentice or trainee an employee:

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

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

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

1. It is calculated to:

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

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

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

The County of MONTEREY reimburses you 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:

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:

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

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

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

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

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

The schedule software must be Microsoft Project 2010.

### **Replace Section 8-1.03, "Preconstruction Conference," of the Standard Specifications with:**

A pre-construction conference will be held at the office of the MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 855 E. LAUREL DRIVE, BUILDING D, SALINAS, CA, where the "Notice to Proceed" will be issued and for the purpose of discussing with the Contractor the scope of work, contract drawings, Specifications, existing conditions, materials to 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.

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 280 WORKING DAYS.

The Contractor shall pay to the County of Monterey the sum of **\$5,400 per day**, for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above.

The Contractor shall pay to the County of Monterey the sum of **\$1,300 per day**, for each and every calendar day delay in finishing the work requiring a railroad flagger in excess of 77 days. This sum shall be in addition to that imposed for any delay in finishing the work in excess of the number of working days prescribed above.

## **SECTION 9 – PAYMENT**

### **9-1.01 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS:**

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

No retainage will be held by the agency from progress payments due the prime contractor. A prime contractor or subcontractor shall pay any subcontractor not later than 7 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 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 Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

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

### **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.

### **9-1.03 ARBITRATION:**

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

- A. Application of article; inclusion of article in plans and specifications (Public Contracts Codes 20104):
  - 1a. This article applies to all public works 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 and disputes pursuant to Article 7.1 (commenting with Section 10240) of Chapter 1 of Part 2, of the Public Contract Code.
  - 2.a. "Public Work" has the same meaning as in Section 1101 of the Public Contract Code but does not include any work or improvement contracted for by the state or the Regents of the University of California.

- 2b. "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
3. The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work, which may give, rise to a claim under this article.
4. This article applies only to contracts entered into on or after January 1, 1991.

B. Claims; requirements (Public Contracts Codes 20104.2):

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

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

- 3b. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
  - 3c. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
  4. If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet-and-confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet-and-confer conference within 30 days for settlement of the dispute.
  5. If following the meet-and-confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to Section 915(a) of the Government Code until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- C. Procedures for civil actions filed to resolve claims (Public Contracts Codes 20104.4): The following procedures are established for all civil actions filed to resolve claims subject to this article:
1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
  - 2a. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4



of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

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

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

1. The County of Monterey shall not fail to pay money as to any portion of a claim that is undisputed except as otherwise provided in the contract.
2. In any suit filed under Section 2104.4, 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 TIME-RELATED OVERHEAD:**

Attention is directed to Section 9-1.11, "Time-Related Overhead," of the Standard Specifications and these special provisions.

**Add to the end of the third paragraph of section 9-1.11A:**

It does also not include field-office overhead paid for under the Resident Engineer's office contract item.

**Delete from the fifth paragraph of to section 9-1.11A:**

2. Rent
4. Maintenance
6. Supplies
7. Office equipment costs for the project's field office

**9-1.05 PROGRESS PAYMENTS:**

Attention is directed to Section 9-1.11, "Progress Payments," of the Standard Specifications and these special provisions.

The following items are eligible for progress payment even if they are not incorporated into the work:

1. Furnish 16" Steel Shell
2. Prestressing Steel
3. PTFE Spherical Bearing
4. Joint Seal Assembly
5. Bar Reinforcing Steel
6. Miscellaneous Metal

7. Isolation Casing
8. Chain Link Railing
9. Bicycle Railing
10. Metal Logo Feature

9-1.06 PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS:

Attention is directed to the requirements specified in Section 9-1.07, "Payment Adjustments for Price Index Fluctuations," of the Standard Specifications and these Special Provisions.

For the California statewide crude oil price index, go to:

<http://www.dot.ca.gov/hq/construc/crudeoilindex/>

This section does not apply if you opted out of Payment Adjustment for Price Index Fluctuations at the time of bid opening. A form for opting out is provided in the Bid Form.

## **DIVISION II GENERAL CONSTRUCTION**

### **SECTION 10 – GENERAL**

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

Before any pavement delineation (traffic stripes, pavement markings, and pavement markers) that is to be replaced on the same alignment and location, as determined by the Engineer, the pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall include the limits or changes in striping pattern, including one- and 2-way barrier lines, limit lines, crosswalks and other pavement markings. The Contractor must reference the pavement delineation prior to any cold plane activity by the Paving Contractor. Full compensation for referencing existing pavement delineation shall be considered as included in the contract prices paid for new pavement delineation and no additional compensation will be allowed therefore.

Obtain Contact Number of Paving Contractor from County Resident Engineer.

Stripe pavement within seven (7) days after paving contractor is done with paving activities.

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

#### **10-1.02 RESIDENT ENGINEER'S OFFICE:**

The Contractor shall furnish, until one hundred percent of the work is accepted, a Resident Engineer's office conforming to these special provisions. The office shall be within one-quarter mile of the project site or as approved by the Engineer.

The overall size of the office shall be 720 square feet minimum, and it shall be furnished with doors and windows capable of being locked. The office shall be partitioned to provide two private offices of not less than 120 square feet each and a conference area of not less than 180 square feet. The private offices shall be provided with a lockable closet, at least 25 feet of 12-inch wide shelving located as directed by the Engineer, and two portable book cases, each with a minimum of three four-foot long (or four three-foot long) shelves. All shelves shall provide 13" minimum of clear vertical space.

If the office is a trailer, the perimeter of the office area shall be secured by an 8-foot high chain link fence with 3 strands of barbed wire on top. The Contractor shall provide a lockable gate and lock assembly with 2 keys. Title to the trailer and provided contents shall remain with the Contractor. The Contractor shall provide the Engineer with a copy of written permission or agreement to place the Resident Engineer's trailer on private property unless such private property is within a project construction easement shown on the plans.

The office shall be furnished with three parking spaces (within the above chain link fence or

contiguous to the office building); 2 desks with lockable drawers; one 5-foot minimum drafting table; two drafting stools; one 3-foot by 6-foot table and 8 standard chairs; 3 desk chairs with arms; 2 four-drawer legal size filing cabinets; 1 plan rack; one refrigerator; one fire extinguisher; one first-aid kit (bandages, gauze, etc.); bottled drinking water, restroom (24 square feet minimum) equipped with toilet and sink with hot and cold running water, soap, and paper products; a telephone line or equivalent communication line for one landline telephone and a high speed internet connection router. HVAC system shall maintain interior temperature between 68 and 78 degrees F.

The refrigerator shall have a freezer no smaller than 4.0 cubic feet and a refrigerated compartment no smaller than 12.0 cubic feet.

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

The Contractor shall provide for the Engineer's exclusive possession and use a complete computer system with two computers connected to a networked printer/scanner/copier unit. The Contractor shall configure, install/setup, maintain, and repair the computer system. The Engineer may use the furnished computer hardware, software, and instruction manuals for any purposes relating to the project. Before delivery and setup of the computer system, the Contractor shall submit to the Engineer for approval a detailed list of all computer hardware and software the Contractor proposes to furnish. The minimum computer system to be furnished shall include the following:

1. Complete networked computer system, including two computers each with:
  - 1.1. Keyboard,
  - 1.2. Optical Mouse,
  - 1.3. 17-inch color monitor,
  - 1.4. Intel Duo Core 2.0 GHz or greater,
  - 1.5. 150 GB (minimum) hard disk drive,
  - 1.6. 24x (or faster) CD-RW/DVD-R/RW drive,
  - 1.7. 2 GB memory (minimum).
2. Computer operating system and other software:
  - 2.1. Windows 7 or newer operating system,
  - 2.2. Office 2013 or newer Professional with Microsoft Access, Word, Excel, Outlook, and Powerpoint,
  - 2.3. Adobe Acrobat, Version 10 or newer, and
  - 2.4. Oracle Primavera P6 Professional Project Management for Windows or Microsoft Project 2013 (see "Progress Schedule" section of these special provisions) per the Engineer's preference.

3. A network copier/scanner/printer with the following machine specifications, capabilities, and supplies:
  - 3.1. automatic duplexing and collating,
  - 3.2. black/white and color network printing,
  - 3.3. black/white and color copying,
  - 3.4. black/white and color scanning,
  - 3.5. paper sizes 8 1/2" x 11", 8 1/2" x 14", and 11" x 17", and
  - 3.6. printing and paper supplies for 2000-8 1/2" x 11", 500-8 1/2" x 14", and 1000-11" x 17" sheets per month.
4. Plain paper FAX machine and supplies for 1000-8 1/2" x 11" and 500-8 1/2" x 14" sheets per month.
5. Broadband Internet connection with minimum 1.5-3.0 Mbps download bandwidth.
6. All necessary cables and hardware devices to link computer network hardware together for operational use.

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

The Contractor shall furnish, install, set up, maintain, and repair the computer hardware and software ready for use at a location determined by the Engineer. The hardware and software shall be installed and ready for use one calendar day after the office is made available to the Engineer. When requested by the Engineer, the Contractor shall instruct and assist the Engineer in the use of the hardware and software.

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

Equipment furnished shall be for the Engineer's sole use and of standard quality and new or like new in appearance and function. The office shall be installed and ready for occupancy no later than fifteen (15) calendar days of the "Notice to Proceed", by the County of Monterey. For each day thereafter that the office is not ready for occupancy, the Contractor will be assessed damages in the amount of \$100.00 per calendar day. Monthly telephone bills shall be paid by the Contractor and included in the contract price paid for as Resident Engineers Office.

## **SECTION 12 TEMPORARY TRAFFIC CONTROL**

### **12-1.01 FLAGGING COSTS:**

Railroad flagging is specified in section 5-1.20C(5) of these specifications.

### **12-1.02 PORTABLE CHANGEABLE MESSAGE SIGN:**

Portable changeable message signs shall be furnished, placed, operated, and maintained at locations designated by the Engineer and shall conform to the provisions in Section 12-3, "Traffic Handling Equipment and Devices," of the Standard Specifications and these special provisions. Messages displayed on the portable changeable message signs shall conform to Section 12-3.12 "Portable Changeable Message Signs," of the Standard Specifications and Section 12-1.04, "Maintaining Traffic," of these special provisions."

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

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

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

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

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

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

### 12-1.03 IMPACT ATTENUATOR VEHICLE:

Replace Section 12-3.13, "Impact Attenuator Vehicle," of the Standard Specifications with:

#### SUMMARY

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

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

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

Comply with the attenuator manufacturer's instructions for:

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

Flashing arrow signs must comply with section 12-3.03, "Flashing Arrow Signs," of the Standard Specifications. You may use a portable changeable message sign instead of a flashing arrow sign. If a portable changeable message sign is used as a flashing arrow sign, it must comply with section 6F.56 "Arrow Panels" of the *California MUTCD*.

#### DEFINITIONS

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

#### SUMBITTALS

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

#### QUALITY CONTROL and ASSURANCE

Do not start impact attenuator vehicle activities until authorized.

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

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

authorized.

## MATERIALS

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

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

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

Each impact attenuator vehicle must have:

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

## CONSTRUCTION

Except where prohibited, use an impact attenuator vehicle:

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

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

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

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

## PAYMENT

The cost for impact attenuator vehicle is included in the contract lump sum price paid for traffic control system.



#### 12-1.04 PORTABLE TRANSVERSE RUMBLE STRIP:

Replace section 12-3.19 of the Revised Standard Specification for section 12-3 with:  
12-3.19 Portable Transverse Rumble Strip

#### GENERAL

##### Summary

Section 12-3.19 includes specifications for placing portable transverse rumble strips.

##### Definitions

Not Used

##### Submittals

Submit a copy of the manufacturer's instructions.

##### Quality Control and Assurance

Not Used

#### MATERIALS

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

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

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

#### CONSTRUCTION

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

If used for flagging operations, place 2 arrays of portable transverse rumble strips transverse to the vehicular traffic movement in advance of and approach to each flagger station. Each array must consist of 3 rumble strips spaced from 6 to 10 feet apart. Place the 1st array adjacent to the W20-4 (One Lane Road Ahead) sign. Place the 2nd array adjacent to C9A(CA) (CA flagger symbol) sign.

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

Install the Rumble Strips warning sign half way between the W20-1 (Road Work Ahead) sign and the W20-4 (One Lane Road Ahead) sign under section 12-3.06.

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

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

## PAYMENT

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

### 12-1.05 MAINTAINING TRAFFIC:

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

Closures shall conform to the provisions in Section 12-1.05, "Traffic Control System for Lane Closure," of these special provisions.

## CLOSURE REQUIREMENTS

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

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

Under one-way reversing traffic control operations, public traffic may be stopped in one direction for periods not to exceed 10 minute.

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

When work vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent orange traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 traffic cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24(CA)

(SHOULDER WORK AHEAD) sign shall be mounted on a crashworthy portable sign support with flags. The sign shall be placed where designated by the Engineer. The sign shall be a minimum of 48" x 48" in size. The Contractor shall immediately restore to the original position and location a traffic cone or delineator that is displaced or overturned, during the progress of work.

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

Full compensation for furnishing, erecting, maintaining, and removing and disposing of the W20-1, W21-5b, and C24(CA) signs shall be considered as included in the contract lump sum price paid for construction area signs and no additional compensation will be allowed therefore.

### CLOSURE SCHEDULE

<b>Chart No. 1</b>																								
<b>Conventional Highway Lane Requirements</b>																								
County: Monterey								Route/Direction: Salinas Street/Benson Road								MP:								
Closure Limits: Merritt Street to UPRR Right-of-Way																								
FROM HOUR TO HOUR      24 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24																								
Mondays through Fridays																								
Saturdays																								
Sundays																								
Legend:																								
<input type="checkbox"/> R    Closure with reversible control permitted.																								
<input type="checkbox"/> No closure permitted.																								
REMARKS:																								
Use of shoulder as through traffic lane as approved by the Engineer. Through traffic lanes shall be a minimum width of 11 feet.																								

<b>Chart No. 2</b>																								
<b>Conventional Highway Lane Requirements</b>																								
County: Monterey								Route/Direction: Castroville Blvd								MP:								
Closure Limits: Intersection with Collins Road																								
FROM HOUR TO HOUR      24 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24																								
Mondays through Fridays																								
Saturdays																								
Sundays																								
Legend:																								
<input type="checkbox"/> R    Closure with reversible control permitted.																								
<input type="checkbox"/> R*    Closure with reversible control permitted after June 6, 2016																								
<input type="checkbox"/> No closure permitted.																								
REMARKS:																								
Use of shoulder as through traffic lane as approved by the Engineer. Through traffic lanes shall be a minimum width of 11 feet.																								

For operations requiring lane closure, submit the contingency plan and discuss with the Engineer at least 5 business days before starting that operation. Submit any revisions to the contingency plan for an operation at least 5 business days before starting that operation. Do not close any lanes until the contingency plan has been authorized.

Temporary railing is not required at the following UPRR location. The minimum construction clearance envelope for the UPRR track is shown in the plans.

Place Type II Barricades per Standard Plan A73C with No Parking Signs (CT designation for sign) mounted thereon every 50' between stations 10+00 and 23\_50 along the south side of Salinas Street or as directed by the Engineer. Full compensation for Type II Barricades per Standard A73C with No Parking Signs (CT designation for sign) price paid for construction area signs...therefore.

## UPRR Track

### Castroville Bicycle/Pedestrian Path Grade Separation County Bridge No. 114

	Number	Width (feet)	Height (feet)
UPRR track opening	1	24	21.5
	Location	Spacing	
UPRR tracklighting	Span 6	R and L 10 feet staggered 1/2 space	

**NOTE:**

Height is measured from top of high rail

R = Right side of track

L = Left side of track

Have the necessary materials and equipment on site to erect or remove the falsework over or near the UPRR track before commencing work as scheduled with the UPRR representative.

#### 12-1.06 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE:

Replace Section 12-5, "Traffic Control System for Lane Closure," of the Standard Specifications with:

#### GENERAL

This section includes specifications for closing traffic lanes with stationary and moving lane closures on 2-lane, 2-way highways. The traffic control system for a lane closure must comply with the details shown.

Traffic control system includes signs.

#### 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.

#### CONSTRUCTION

CASTROVILLE BICYCLE/PEDESTRIAN PATH AND RAILROAD CROSSING  
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## General

During traffic striping and pavement marker placement using bituminous adhesive, control traffic with a stationary or a moving lane closure. During other activities, control traffic with stationary lane closures.

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

## Stationary Lane Closures

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

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

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

## Moving Lane Closures

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

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

## PAYMENT

Traffic control system for lane closure is paid for as traffic control system. Flagging costs are paid for as specified in section 12-1.01, "Flagging Costs," of these special provisions.

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

12-1.07 TEMPORARY PAVEMENT DELINEATION:

Replace Section 12-8, “Temporary Pavement Delineation,” of the Standard Specifications with:

GENERAL

This section includes specifications for placing, applying, maintaining, and removing temporary pavement delineation.

Painted traffic stripe used for temporary delineation must comply with section 84-3. Apply 1 or 2 coats.

Temporary signing for no-passing zones must comply with section 12-3.06.

MATERIALS

Temporary Lane Line and Centerline Delineation

Temporary pavement markers must be the same color as the lane line or centerline markers being replaced. Temporary pavement markers must be one of the temporary pavement markers on the Authorized Material List for short-term day or night use, 14 days or less, or long-term day or night use, 180 days or less.

Temporary Edge Line Delineation

Temporary, removable, construction-grade striping and pavement marking tape must be one of the types on the Authorized Material List. Apply temporary, removable, construction-grade striping and pavement marking tape under the manufacturer's instructions.

CONSTRUCTION

General

Whenever work activities obliterate pavement delineation, place temporary or permanent pavement delineation before opening the traveled way to traffic. Place lane line and centerline pavement delineation for traveled ways open to traffic. On multilane roadways, freeways, and expressways, place edge line delineation for traveled ways open to traffic.

Establish the alignment for temporary pavement delineation, including required lines or markers. Surfaces to receive an application of paint or removable traffic tape must be dry and free of dirt and loose material. Do not apply temporary pavement delineation over existing pavement delineation or other temporary pavement delineation. Maintain temporary pavement delineation until it is superseded or you replace it with a new striping detail of temporary pavement delineation or

permanent pavement delineation.

Place temporary pavement delineation on or adjacent to lanes open to traffic for a maximum of 14 days. Before the end of the 14 days, place the permanent pavement delineation. If the permanent pavement delineation is not placed within the 14 days, replace the temporary pavement markers with additional temporary pavement delineation equivalent to the striping detail specified for the permanent pavement delineation for the area. The Department does not pay for the additional temporary pavement delineation.

When the Engineer determines the temporary pavement delineation is no longer required for the direction of traffic, remove the markers, underlying adhesive and removable traffic tape from the final layer of surfacing and from the existing pavement to remain in place. Remove temporary pavement delineation that conflicts with any subsequent or new traffic pattern for the area.

### Temporary Lane Line and Centerline Delineation

Whenever lane lines or centerlines are obliterated, the minimum lane line and centerline delineation must consist of temporary pavement markers placed longitudinally at intervals not exceeding 24 feet. The temporary pavement markers must be temporary pavement markers on the Authorized Material List for short-term day or night use, 14 days or less, or long-term day or night use, 180 days or less. Place temporary pavement markers under the manufacturer's instructions. Cement the markers to the surfacing with the adhesive recommended by the manufacturer, except do not use epoxy adhesive to place pavement markers in areas where removal of the markers will be required.

For temporary lane line or centerline delineation consisting entirely of temporary pavement markers, place the markers longitudinally at intervals not exceeding 24 feet.

Where no-passing centerline pavement delineation is obliterated, install the following temporary no-passing zone signs before opening lanes to traffic. Install a W20-1, "Road Work Ahead," sign from 1,000 feet to 2,000 feet in advance of a no-passing zone. Install a R4-1, "Do Not Pass," sign at the beginning of a no-passing zone and at 2,000-foot intervals within the no-passing zone. The Engineer determines the exact location of temporary no-passing zone signs. Maintain the temporary no-passing zone signs in place until you place the permanent no-passing centerline pavement delineation. Remove the temporary no-passing zone signs when the Engineer determines they are no longer required for the direction of traffic.

### Temporary Edge Line Delineation

Whenever edge lines are obliterated on multilane roadways, freeways, and expressways, place edge line delineation for that area adjacent to lanes open to traffic consisting of (1) solid, 4-inch wide traffic stripe tape of the same color as the stripe being replaced, (2) traffic cones, (3) portable delineators or channelizers placed longitudinally at intervals not exceeding 100 feet. You may apply temporary painted traffic stripe where removal of the 4-inch wide traffic stripe will not be required.

The Engineer determines the lateral offset for traffic cones, portable delineators, and channelizers used for temporary edge line delineation. If traffic cones or portable delineators are used for



temporary pavement delineation for edge lines, maintain the cones or delineators during hours of the day when the cones or delineators are being used for temporary edge line delineation.

Channelizers used for temporary edge line delineation must be an orange surface-mounted type. Cement channelizer bases to the pavement as specified in section 85 for cementing pavement markers to pavement except do not use epoxy adhesive to place channelizers on the top layer of the pavement. Channelizers must be one of the 36-inch, surface-mounted types on the Authorized Material List.

Remove the temporary edge line delineation when the Engineer determines it is no longer required for the direction of traffic.

## PAYMENT

Temporary pavement delineation is included in the contract prices paid for the various items of work involved to install pavement delineation and no separate payment will be made therefore.

### 12-1.08 CONSTRUCTION PROJECT FUNDING SIGNS:

Replace Section 12-2, "Construction Project Funding Signs," of the Standard Specifications with:

#### CONSTRUCTION PROJECT FUNDING SIGNS

##### GENERAL

Section 12-2 includes specifications for installing construction project funding signs.

Construction project funding signs must comply with the details shown on the Department's Traffic Operations Web site.

Keep construction project funding signs clean and in good repair at all times.

##### MATERIALS

Construction project funding signs must be wood post signs complying with section 56-4.

Sign panels for construction project funding signs must be framed, single sheet aluminum panels complying with section 56-2.

The background on construction project funding signs must be Type II retroreflective sheeting on the Authorized Material List for signing and delineation materials.

The legend must be retroreflective, except for nonreflective black letters and numerals. The colors blue and orange must comply with PR Color no. 3 and no. 6, respectively, as specified in the Federal Highway Administration's *Color Tolerance Chart*.

The legend for the type of project on construction project funding signs must read as follows:

## ROADSIDE WORK

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

FEDERAL HIGHWAY TRUST FUNDS  
STATE HIGHWAY FUNDS  
COUNTY TRANSPORTATION FUNDS

The Engineer will provide the year of completion for the legend on construction project funding signs. Furnish and install a sign overlay for the year of completion within 10 working days of notification.

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

YEAR OF COMPLETION 20XX

The size of the legend on construction project funding signs must be as described. Do not add any additional information unless authorized.

### CONSTRUCTION

Install 2 Type 2 construction project funding signs at the locations designated by the Engineer before starting major work activities visible to highway users.

When authorized, remove and dispose of construction project funding signs upon completion of the project.

### PAYMENT

The cost for Construction Project Funding Signs is included in the contract lump sum price paid for Construction Area Signs.

## **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.

The following RWQCBs will review the authorized SWPPP: Central Coast RWQCB (3)

The project is risk level 2.

Water Pollution Control Program is paid for as Prepare Water Pollution Control Program.

13-1.02 JOB SITE MANAGEMENT:

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

Job site management is paid for as Job Site Management.

13-1.03 TEMPORARY SEDIMENT CONTROL:

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

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

**SECTION 14 – ENVIRONMENTAL STEWARDSHIP**

14-1.01 GENERAL:

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

14-1.02 NOISE AND VIBRATION:

NOISE CONTROL

Replace the 2nd paragraph in Section 14-8.02A of the Standard Specifications with the following:

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

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

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

14-1.03 HAZARDOUS WASTE AND CONTAMINATION:

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

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

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

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

#### 14-1.04 AIR QUALITY:

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

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.
5. Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least 2 feet of freeboard.
6. Replant vegetation in disturbed areas as quickly as possible.
7. Enclose, cover, water twice daily, or apply nontoxic soil binders to exposed stockpiles, such as dirty, sand, etc.
8. Sweep daily, with water sweepers, all paved access roads, parking areas and staging areas at construction sites.
9. Sweep streets daily, with water sweepers, if visible soil materials are carried onto adjacent public streets.
10. Limit traffic speeds on unpaved roads to 15 MPH.
11. Install Sandbags or other erosion control measure to prevent silt runoff to public roadways
12. Limits areas of active disturbance to no more than 2.2 acres per day for initial site preparation activities that involved extensive earth-moving activities (grubbing, excavation, rough grading), or 8.1 acres per day for activities that involve minimal earth moving (e.g., finish grading).

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

14-1.05 BIRD PROTECTION:

Bird Protection shall conform to the special provisions in Section 14-6.03, "Bird Protection," of the Standard Specifications.

Replace the 3rd paragraph of section 14-6.03A with:

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

If vegetation suitable for nesting, including the large blue gum tree in the Union Pacific Rail Road (UPRR) right-of-way (ROW), is scheduled to be removed during the bird nesting season (March 1 to August 31), a nesting bird survey shall be conducted prior to vegetation removal to determine if any bird species protected by the Migratory Bird Treaty Act (MTBA) and the California Fish and Wildlife Code have active nests in the vegetation to be removed or in adjacent areas. If after the initial nest survey, the vegetation removal is delayed beyond 2 weeks, another follow-up nesting bird survey shall be conducted to determine if new active nests are present. Nest searches shall include suitable nesting habitat within 300 feet (ft) of the vegetation removal area or to the limit of the Biological Study Area (BSA) shown in the Information Handout.

Replace item 1 in the list in the 7th paragraph of section 14-6.03A with:

Stop all work within a 100-foot radius of the discovery except as shown in the following table:

**Radius Exceptions**

Species	Work stoppage radius (feet)
White Tailed Kite	To be determined by Project Biologist

14-1.06 BIOLOGICAL RESOURCE INFORMATION PROGRAM:

**Replace section 14-6.08 with:**

**BIOLOGICAL RESOURCE INFORMATION PROGRAM**

**GENERAL**

Summary

Section 14-6.08 includes specifications for preparing and presenting a Biological Resource Information Program to familiarize construction staff with regulated species and related requirements.

A Contractor-supplied biologist must prepare and present training to personnel as required in PLACs, regarding regulated species, related laws and regulations, and protection measures.

Contractor-supplied biologist must be present during clearing and grubbing operations and grading work.

#### 14-6.08A(2) SUBMITTALS

Within 7 days after Contract approval, submit an outline of the Biological Resource Information Program. Allow 15 days for the Engineer's review. If the submittal is incomplete, the Engineer will provide comments. Within 7 days after receiving the Engineer's comments, update and resubmit the outline.

Notify the Engineer of scheduled training classes at least 7 days before the 1st training class.

Provide the Engineer with an attendance list including the printed and signed name of each attendee of the Biological Resource Information Program. Provide the Engineer with the attendance list within 2 working days following each environmental education session. Submit a separate attendance list for each subsequent session for new workers.

#### MATERIALS

Not Used

#### CONSTRUCTION

Workers must receive Biological Resource Information 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.

The Biological Resource Information Program includes:

1. Description of regulated species that may be affected by construction
2. Requirements for the protection of regulated species
3. Definition and consequences of "take"
4. What to do when you see a regulated species or a species that looks like a regulated species
5. Permit requirements to touch or move a regulated species
6. Identification of work area and ESA
7. Species Protection Area (SPA) requirements
8. Description of avoidance and minimization measures
9. Natural Resources Protection Plan or PLAC requirements
10. Description and general ecology of the regulated species
11. Description of specific habitats used by the regulated species and their location
12. Handout to implement species protection measures that describe species, habitats, and actions as listed in section 14-6.02 or in PLACs

Provide a handout to implement species protection measures that describes species, habitats, and actions as listed in species protection or in PLACs. Distribute the handout to each attendee. Display and maintain the handout at all construction field offices and on all information boards.

PAYMENT  
Not Used

14-1.07 REMOVE YELLOW TRAFFIC STRIPE AND PAVEMENT MARKING WITH  
HAZARDOUS WASTE RESIDUE:

Hazardous Waste and Contamination shall conform to the special provisions in Section 14-11, "Hazardous Waste and Contamination," of the Standard Specifications.

Replace section 14-11.07 with:

14-11.07A GENERAL

14-11.07A(1) Summary

Section 14-11.07 includes specifications for removing existing yellow thermoplastic and yellow painted traffic stripe and pavement marking. The residue from the removal of this material is a Department-generated hazardous waste.

Residue from removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking contains lead chromate. The average lead concentration is at least 1,000 mg/kg total lead or 5 mg/l soluble lead. When applied to the roadway, the yellow thermoplastic and yellow painted traffic stripe and pavement marking contained as much as 2.6 percent lead. Residue produced from the removal of this yellow thermoplastic and yellow painted traffic stripe and pavement marking contains heavy metals in concentrations that exceed thresholds established by the Health & Safety Code and 22 CA Code of Regs. For bidding purposes, assume the residue is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq.

Work associated with disposal of hazardous waste residue regulated under RCRA as determined by test results is change order work.

Yellow thermoplastic and yellow paint may produce toxic fumes when heated.

14-11.07A(2) SUBMITTALS

14-11.07A(2)(a) General

Reserved

14-11.07A(2)(b) Lead Compliance Plan

Submit a lead compliance plan under section 7-1.02K(6)(j)(ii).

14-11.07A(2)(c) Work Plan

Submit a work plan for the removal, containment, storage, and disposal of yellow thermoplastic and yellow painted traffic stripe and pavement marking. The work plan must include:

1. Objective of the operation
2. Removal equipment
3. Procedures for removal and collection of yellow thermoplastic and yellow painted traffic stripe and pavement marking residue, including dust
4. Type of hazardous waste storage containers
5. Container storage location and how it will be secured
6. Hazardous waste sampling protocol and QA/QC requirements and procedures
7. Qualifications of sampling personnel
8. Analytical lab that will perform the analyses
9. DTSC registration certificate and CA Highway Patrol (CHP) Biennial Inspection of Terminals (BIT) Program compliance documentation of the hazardous waste hauler that will transport the hazardous waste
10. Disposal site that will accept the hazardous waste residue

The Engineer will review the work plan within 5 business days of receipt.

Do not perform work that generates hazardous waste residue until the work plan has been authorized.

Correct any rejected work plan and resubmit a corrected work plan within 5 business days of notification by the Engineer. A new review period of 5 business days will begin from date of resubmittal.

#### 14-11.07A(2)(d) Analytical Test Results

Submit analytical test results of the residue from removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking, including chain of custody documentation, for review and acceptance before:

1. Requesting the Engineer's signature on the waste profile requested by the disposal facility
2. Requesting the Engineer obtain an US EPA Generator Identification Number for disposal
3. Removing the residue from the site

#### 14-11.07A(2)(e) U.S. Environmental Protection Agency Identification Number Request

Submit a request for the US EPA Generator Identification Number when the Engineer accepts analytical test results documenting that residue from removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking is a hazardous waste.

#### 14-11.07A(2)(f) Disposal Documentation

Submit documentation of proper disposal from the receiving landfill within 5 business days of residue transport from the project.

### 14-11.07B MATERIALS

Not Used

### 14-11.07C CONSTRUCTION



Where grinding or other authorized methods are used to remove yellow thermoplastic and yellow painted traffic stripe and pavement marking that will produce a hazardous waste residue, immediately contain and collect the removed residue, including dust. Use a HEPA filter-equipped vacuum attachment operated concurrently with the removal operations or other equally effective approved methods for collection of the residue.

Make necessary arrangements to test the yellow thermoplastic and yellow paint hazardous waste residue as required by the disposal facility and these special provisions. Testing must include:

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

From the first 220 gal of hazardous waste or portion thereof if less than 220 gal of hazardous waste are produced, a minimum of 4 randomly selected samples must be taken and analyzed individually. Samples must not be composited. From each additional 880 gal of hazardous waste or portion thereof if less than 880 gal are produced, a minimum of 1 additional random sample must be taken and analyzed. Use chain of custody procedures consistent with chapter 9 of US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846) while transporting samples from the project to the laboratory. Each sample must be homogenized before analysis by the laboratory performing the analyses. A sample aliquot sufficient to cover the amount necessary for the total and the soluble analyses must then be taken. This aliquot must be homogenized a 2nd time and the total and soluble analyses run on this aliquot. The homogenization process must not include grinding of the samples. Submit the name and location of the disposal facility that will be accepting the hazardous waste and the analytical laboratory along with the testing requirements not less than 5 business days before the start of removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking. The analytical laboratory must be certified by the California Department of Public Health (CDPH) Environmental Laboratory Accreditation Program (ELAP) for all analyses to be performed.

After the Engineer accepts the analytical test results, dispose of yellow thermoplastic and yellow paint hazardous waste residue at a Class 1 disposal facility located in California under the requirements of the disposal facility operator within 30 days after accumulating 220 pounds of residue and dust.

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

The Engineer will sign all manifests as the generator within 2 business days of receiving and accepting the analytical test results and receiving your request for the US EPA Generator Identification Number. Use a transporter with a current DTSC registration certificate and that is in compliance with the CHP BIT Program when transporting hazardous waste.

If analytical test results demonstrate that the residue is a non-hazardous waste and the Engineer agrees, dispose of the residue at an appropriately permitted CA Class II or CA Class III facility. The Department does not adjust payment for this disposal.

**Replace section 14-11.09 with:**

Section 14-11.09 includes specifications for removal of Treated Wood Waste (TWW). TWW may be present at the job site in various locations including, but not limited to, sign and fence posts.

The Department of Toxic Substances Control (DTSC) requires that TWW either be disposed of as a hazardous waste, or if not tested, the generator may presume that TWW is a hazardous waste (to avoid the time and expense involved in completing laboratory testing) and manage the waste by Alternative Management Standards (AMS). The AMS are described in the California Code of Regulations, Title 22, Division 4.5, Chapter 34. The AMS lessen storage requirements, extend accumulation periods, allow shipments of presumed hazardous waste TWW without manifests and registered hazardous waste haulers, and permit disposal at specific non-hazardous waste landfills. Treated wood that is disturbed but is not considered a waste, must not be recycled or salvaged off of the project site.

Follow the AMS including providing training to all personnel that may come in contact with TWW. This training, must include, at a minimum, safe handling, sorting and segregating, storage, labeling (including date), and proper disposal methods.

Full compensation for identifying, strapping, and removal of TWW shall be considered as included in the contract prices paid for the various items of work to be performed under the contract, and no additional allowance or compensation will be allowed therefore.

**SECTION 15 – EXISTING FACILITIES**

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

**15-1.01 OBSTRUCTION:**

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

Notify in writing the following utilities and agencies five days prior to the beginning of construction:

PG&E  
 Contact: Patricia Gomez  
 Tel: (831)784-3448  
 401 Work St  
 Salinas CA 93901

AT&T California  
 Contact: Sue Barraza  
 Tel: (831)728-6571  
 340 Pajaro Street  
 Salinas CA 93901

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

Cable Com Inc. (Comcast)  
 Contact: David Hill  
 Tel: (831)633-2392  
 11325 Commercial Parkway  
 Castroville CA 95012

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

Castroville Community Services District  
 Contract: Eric Tyrian  
 Tel: (831) 633-2560  
 11499 Geil St  
 Castroville, CA 95012

Monterey County Water Resource Agency  
 Contact:  
 Tel: (831) 755-4860  
 893 Blanco Circle  
 Salinas, CA 93901

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

Notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 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.

15-1.02 MISCELLANEOUS FACILITIES:

Miscellaneous Facilities shall conform to the special provisions in Section 15-2, "Miscellaneous Facilities," of the Standard Specifications.

**Add to section 15-2.01C:**

Existing Type BW and chain link fence, where shown on the plans to be removed, shall be removed and disposed of.

Removing fence shall be performed in a manner that will prevent the escape of livestock, pets, and children.

Existing concrete post footings shall be completely removed and disposed of.

**Add to section 15-2.02K:**

Payment for remove headwall will be paid per each headwall removed.

Pipes must be completely removed where shown to be removed. Payment for remove pipe will be paid per linear foot removed.

Replace section 15-2.03A(2)(b) with:

15-2.03A(2)(b) Department Salvage Location

A minimum of 2 business days before hauling salvaged material to the Department salvage storage location, notify:

1. Engineer (831) 755-4800

The Department salvage storage location is: 855 E Laurel Drive, Salinas, CA 93905

**Add section 15-2.04:**

15-2.04F Reconstruct Gate

Each gate must be reconstructed on the same day that the gate is removed.

A gate consists of two adjoining swing arms, posts, foundations, and other appurtenances.

The existing gates are to be reconstructed on new posts. The new posts shall be similar in size, material, and color as the existing posts and be set in concrete per Caltrans Standard Plan A85A. Existing posts shall be removed.

Payment for reconstruct gate will be paid per each gate reconstructed.

### Knox Box Rapid Entry System

A Knox-Box Rapid Entry System shall be installed with the reconstructed gate at the end of Benson Street. The Knox-Box shall be installed per the Monterey Park Fire Department Guidelines for a Key Box and the manufacturer's specifications.

The Contractor must contact the Monterey Park Fire Department, Fire Prevention Division to obtain the required forms to order a key box.

#### 15-2.04G Reconstruct Gate Post

The existing gate posts will be reconstructed by the Contractor. The new posts shall be similar in size, material, and color as the existing post and be set in concrete per Caltrans Standard Plan A85A. Existing posts shall be removed.

Payment for reconstruct gate post will be paid per each gate post reconstructed.

## **DIVISION III GRADING**

### **SECTION 19 - EARTHWORK**

#### **Replace paragraph 2 of section 19-1.03E:**

The excavation required to construct a ditch, infiltration ditch, or channel with a bottom width less than 12 feet is classified as roadway excavation

#### **Replace paragraph 6 of section 19-3.04:**

Structure excavation or structure backfill for approach structures is paid as structure excavation (bridge) and structure backfill (bridge).

### 19-4BIORETENTION SOIL MEDIA (BSM)

#### 19-4.01A Summary

This item includes the work involved with placing bioretention soil media where shown in the project plans

#### 19-4.01B Submittals

The applicant must submit to the municipality for approval:

- A. A sample of mixed bioretention soil.
- B. Certification from the soil supplier or an accredited laboratory that the Bioretention Soil meets the requirements of this guideline specification.
- C. Grain size analysis results of the fine sand component performed in accordance with ASTM D 422, Standard Test Method for Particle Size Analysis of Soils.
- D. Quality analysis results for compost performed in accordance with Seal of Testing Assurance (STA) standards, as specified in Section 1.4.
- E. Organic content test results of mixed Bioretention Soil. Organic content test shall be performed in accordance with by Testing Methods for the Examination of Compost and Composting (TMECC) 05.07A, "Loss-On- Ignition Organic Matter

Method”.

- F. Grain size analysis results of compost component performed in accordance with ASTM D 422, Standard Test Method for Particle Size Analysis of Soils.
- G. A description of the equipment and methods used to mix the sand and compost to produce Bioretention Soil.
- H. Provide the following information about the testing laboratory(ies) name of laboratory(ies) including
  - 1) contact person(s)
  - 2) address(es)
  - 3) phone contact(s)
  - 4) e-mail address(es)
  - 5) qualifications of laboratory(ies), and personnel including date of current certification by STA, ASTM, or approved equal

### 19-4.02 MATERIALS

#### 19-4.02A General

Bioretention soil shall achieve a long-term, in-place infiltration rate of at least 5 inches per hour.

Bioretention soil shall also support vigorous plant growth.

Bioretention Soil shall be a mixture of fine sand, and compost, measured on a volume basis:

60%-70% Sand

30%-40% Compost

#### 19-4.02B Sand for Bioretention

##### A. General

Sand shall be free of wood, waste, coating such as clay, stone dust, carbonate, etc., or any other deleterious material. All aggregate passing the No. 200 sieve size shall be non-plastic.

##### B. Sand for Bioretention Soil Texture

Sand for Bioretention Soils shall be analyzed by an accredited lab using #200, #100, #40, #30, #16, #8, #4, and 3/8 inch sieves (ASTM D 422 or as approved by municipality), and meet the following gradation:

Sieve Size	Percent Passing (by weight)	
	<i>Min</i>	<i>Max</i>
3/8 inch	100	100
No. 4	90	100
No. 8	70	100
No. 16	40	95
No. 30	15	70
No. 40	5	55
No. 100	0	15
No. 200	0	5

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

#### 19-4.02C Composite Material

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

##### A. Compost Quality Analysis

Before delivery of the soil, the supplier shall submit a copy of lab analysis performed by a laboratory that is enrolled in the US Composting Council's Compost Analysis Proficiency (CAP) program and using approved Test Methods for the Evaluation of Composting and Compost (TMECC). The lab report shall verify:

- 1) Feedstock Materials shall be specified and include one or more of the following: landscape/yard trimmings, grass clippings, food scraps, and agricultural crop residues.
- 2) Organic Matter Content: 35% - 75% by dry wt.
- 3) Carbon and Nitrogen Ratio: C:N < 25:1 and C:N > 15:1
- 4) Maturity/Stability: shall have a dark brown color and a soil- like odor. Compost exhibiting a sour or putrid smell, containing recognizable grass or leaves, or is hot (120F) upon delivery or rewetting is not acceptable. In addition any one of the following is required to indicate stability:
  - a. Oxygen Test < 1.3 O<sub>2</sub> /unit TS /hr
  - b. Specific oxy. Test < 1.5 O<sub>2</sub> / unit BVS /
  - c. Respiration test < 8 C / unit VS / day
  - d. Dewar test < 20 Temp. rise (°C)
  - e. Solvita® > 5 Index value
- 5) Toxicity: any one of the following measures is sufficient to indicate non-toxicity.
  - f. NH<sub>4</sub>- : NO<sub>3</sub>-N < 3
  - g. Ammonium < 500 ppm, dry basis
  - h. Seed Germination > 80 % of control
  - i. Plant Trials > 80% of control
  - j. e. Solvita® > 5 Index value
- 6) Nutrient Content: provide analysis detailing nutrient content including N-P-K, Ca, Na, Mg, S, and B.
  - k. Total Nitrogen content 0.9% or above preferred.
  - l. Boron: Total shall be <80 ppm; Soluble shall be <2.5 ppm
- 7) Salinity: Must be reported; < 6.0 mmhos/cm
- 8) pH shall be between 6.5 and 8. May vary with plant species.

##### B. Compost for Bioretention Soil Texture

Compost for Bioretention Soils shall be analyzed by an accredited lab using #200,

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1/4 inch, 1/2 inch, and 1 inch sieves (ASTM D 422 or as approved by municipality), and meet the following gradation:

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

- C. Bulk density: shall be between 500 and 1100 dry lbs/cubic yard
- D. Moisture Content shall be between 30% - 55% of dry solids.
- E. Inerts: compost shall be relatively free of inert ingredients, including glass, plastic and paper, < 1 % by weight or volume.
- F. Weed seed/pathogen destruction: provide proof of process to further reduce pathogens (PFRP). For example, turned windrows must reach min. 55C for 15 days with at least 5 turnings during that period.
- G. Select Pathogens: Salmonella <3 MPN/4grams of TS, or Coliform Bacteria <10000 MPN/gram.
- H. Trace Contaminants Metals (Lead, Mercury, Etc.) Product must meet US EPA, 40 CFR 503 regulations.
- I. Compost Testing  
 The compost supplier will test all compost products within 120 calendar days prior to application. Samples will be taken using the STA sample collection protocol. (The sample collection protocol can be obtained from the U.S. Composting Council, 4250 Veterans Memorial Highway, Suite 275, Holbrook, NY 11741 Phone: 631-737- 4931, [www.compostingcouncil.org](http://www.compostingcouncil.org)). The sample shall be sent to an independent STA Program approved lab. The compost supplier will pay for the test.

19-4.02D Verification of Alternative Bioretention Soil Mixes

Bioretention soils not meeting the above criteria may be evaluated on a case by case basis. Alternative bioretention soil must meet the following specification: “Soils for bioretention facilities must be sufficiently permeable to infiltrate runoff at a minimum rate of 5 inches per hour during the life of the facility, and must provide sufficient retention of moisture and nutrients to support healthy vegetation.”

The following guidance is offered to assist municipalities with verifying that alternative soil mixes meet the specification:

1 General Requirements

Bioretention soil shall achieve a long-term, in-place infiltration rate of at least 5 inches per





**Add to section 20-5.06:**

20-5.06 WEED CONTROL MAT FIBER

20-5.06A General

20-5.06A(1) SUMMARY

Section 20-5.06 includes specifications for constructing vegetation control using fiber weed control mat.

20-5.06A(2) DEFINITIONS

Not used.

20-5.06A(3) SUBMITTALS

Submit:

1. Copy of the manufacturer's product sheet together with instructions for installation at least 5 days before installation.
2. Certificate of compliance for:
  - 2.1. Weed control mat
  - 2.2. Crack sealant
3. One square yard sample of weed control mat prior to delivery.

20-5.06A(4) QUALITY CONTROL AND ASSURANCE

Not used.

20-5.06B Materials

Weed control mat must be a commercial weed control product, consisting of a composite of polyester base fiber and vinyl chloride resin. The mat must be permeable to air and water yet prevent sunlight from reaching the soil surface. The mat must resist ultraviolet light, mildew, and algae, and contain no herbicides. The mat must be self-extinguishing when removed from flame.

Weed control mat must have a minimum thickness of 0.2 inches and a minimum weight of 1.8 pounds per square yard.

Weed control mat must have prefabricated openings for posts and must include prefabricated collars of same material. Collars must fit around posts without gaps.

Staples for fastening fabric must be as specified by the fiber mat manufacturer.

Adhesive caulking must be as specified by the fiber mat manufacturer.

Modified asphalt crack sealant must be a mixture of paving asphalt and ground rubber or ground rubber and polymer. Modified asphalt crack sealant material must be capable of being melted and applied to cracks at temperatures below 400 F. When heated, it must readily penetrate cracks 1/4 inch wide or wider. Modified asphalt crack sealant must comply with the minimum physical requirements shown in the following table:

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## **DIVISION VI STRUCTURES**

### **SECTION 48 - TEMPORARY STRUCTURES**

**Add to section 48-2.01C(2):**

The review time for shop drawings for specific structures or portions of structures is shown in the following table:

Structure or portion of structure	Total review time
<u>Span 6, entire portion within railroad right-of-way</u>	<u>80 days</u>

**Replace "Reserved" in section 48-3 with:**

#### **48-3.01 GENERAL**

##### **48-3.01A Summary**

Section 48-3 includes specifications for providing temporary supports for existing AT&T ductbank at Abutment 1. Additional information titled "2014 ATT Guide for California Developers of Commercial Private Property" is included in "Supplemental Project Information" of these special provisions

##### **48-3.01B Definitions**

Not Used

##### **48-3.01C Submittals**

##### **48-3.01C(1) GENERAL**

Submit 2 copies of the initial location survey after pot-holing or exposing the existing ductbank to determine proposed location for the 24" diameter formed hole as shown on "Abutment 1 Layout" sheet.

##### **48-3.01C(2) SHOP DRAWINGS**

Submit shop drawings with design calculations for the temporary support system. Submit 6 copies of shop drawings and 2 copies of design calculations. Include the following:

1. Descriptions and values of all loads.
2. Descriptions of equipment to be used.
3. Details and calculations for supporting the existing ductbank.
4. Stress sheets, anchor bolt layouts, shop details, and erection and removal plans for the temporary supports.

5. Assumed soil bearing values and design stresses for temporary support footings, including anticipated foundation settlement.
6. Details for excavating footing while supporting the ductbank.
7. Details for placing the piles, rebar, and concrete while supporting the ductbank.

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

Review time for temporary support shop drawings is 40 days.

Authorization of shop drawings is contingent upon the drawings being satisfactory to AT&T.

#### **48-3.01D Quality Control and Assurance**

##### 48-3.01D(1) GENERAL

Welding, welder qualification, and welding inspection for temporary supports must comply with AWS D1.1.

Before starting pile activities, an engineer who is registered as a civil engineer in the State must inspect and certify that (1) the temporary supports comply with the authorized shop drawings and (2) the materials and workmanship are satisfactory for the work. A copy of this certification must be available at the job site at all times.

##### 48-3.01D(2) DUCTBANK LOCATION

Perform an initial survey to record the location of the existing ductbank before starting work.

##### 48-3.01D(3) DESIGN CRITERIA

The Engineer does not authorize temporary support designs based on allowable stresses greater than those specified in section 48-2.01D(3)(c).

If falsework loads are imposed on temporary supports, the temporary supports must also satisfy the deflection criteria in section 48-2.01D(3)(c).

The temporary support system must support the weight of the ductbank and any anticipated construction loads.

Design temporary support footings to carry the loads imposed without exceeding the estimated soil bearing values or anticipated settlements. You must determine soil bearing values.

Provide additional bracing as required to withstand all imposed loads during each phase of temporary supports erection and removal. Include wind loads complying under section 48-2.01D(3)(b) in the design of additional bracing.

Design mechanical connections to accommodate adjustments to the temporary support frame during use.

Temporary supports must comply with section 48-2.01D(3)(d).



1. Establish contacts and communication protocol between you and your representatives, any subcontractors, and the Engineer
2. Review the construction process, acceptance testing, and anomaly mitigation of CIDH concrete piles

The Engineer will conduct the meeting. Be prepared to discuss the following:

1. Pile placement plan, dry and wet
2. Acceptance testing, including gamma-gamma logging, cross-hole sonic logging, and coring
3. *Pile Design Data Form*
4. Mitigation process
5. Timeline and critical path activities
6. Structural, geotechnical, and corrosion design requirements
7. Future meetings, if necessary, for pile mitigation and pile mitigation plan review
8. Safety requirements, including Cal/OSHA and Tunnel Safety Orders

**Add to section 49-3.02B(3):**

Aggregate for 84” CIDH Concrete Piling, 16” CISS Concrete Piling, and for all members of the approach structures above the pile caps must be the 1-inch combined aggregate grading complying with section 90-1.02C(4)(d).

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

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

Material	Manufacturer
SlurryPro CDP	KB INTERNATIONAL LLC 735 BOARD ST STE 209 CHATTANOOGA TN 37402 (423) 266-6964
Super Mud	PDS CO INC 105 W SHARP ST EL DORADO AR 71731 (870) 863-5707
Shore Pac GCV	CETCO CONSTRUCTION DRILLING PRODUCTS 2870 FORBS AVE HOFFMAN ESTATES IL 60192 (800) 527-9948
Terragel or Novagel Polymer	GEO-TECH SERVICES LLC 220 N. ZAPATA HWY STE 11A-449A LAREDO TX 78043 (210) 259-6386

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

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

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



**SLURRYPRO CDP**

Property	Test	Value
Density During drilling	Mud Weight (density), API 13B-1, section 1	≤ 67.0 pcf <sup>a</sup>
Before final cleaning and immediately before placing concrete		≤ 64.0 pcf <sup>a</sup>
Viscosity During drilling	Marsh Funnel and Cup. API 13B-1, section 2.2	50–120 sec/qt
Before final cleaning and immediately before placing concrete		≤ 70 sec/qt
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete	Sand, API 13B-1, section 5	≤ 0.5 percent

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

Slurry temperature must be at least 40 degrees F when tested.

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

**SUPER MUD**

Property	Test	Value
Density During drilling	Mud Weight (Density), API 13B-1, section 1	≤ 64.0 pcf <sup>a</sup>
Before final cleaning and immediately before placing concrete		≤ 64.0 pcf <sup>a</sup>
Viscosity During drilling	Marsh Funnel and Cup. API 13B-1, section 2.2	32–60 sec/qt
Before final cleaning and immediately before placing concrete		≤ 60 sec/qt
pH	Glass electrode pH meter or pH paper	8.0–10.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete	Sand, API 13B-1, section 5	≤ 0.5 percent

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

Slurry temperature must be at least 40 degrees F when tested.

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

**SHORE PAC GCV**

Property	Test	Value
Density During drilling	Mud Weight (Density), API 13B-1, section 1	≤ 64.0 pcf <sup>a</sup>
Before final cleaning and immediately before placing concrete		≤ 64.0 pcf <sup>a</sup>
Viscosity During drilling	Marsh Funnel and Cup. API 13B-1, section 2.2	33–74 sec/qt
Before final cleaning and immediately before placing concrete		≤ 57 sec/qt
pH	Glass electrode pH meter or pH paper	8.0–11.0
Sand content, percent by volume Before final cleaning and immediately before placing concrete	Sand, API 13B-1, section 5	≤ 0.5 percent

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

Slurry temperature must be at least 40 degrees F when tested.

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

**TERRAGEL OR NOVAGEL POLYMER**

Property	Test	Value
Density During drilling	Mud Weight (Density), API 13B-1, section 1	≤ 67.0 pcf <sup>a</sup>
Before final cleaning and immediately before placing concrete		≤ 64.0 pcf <sup>a</sup>
Viscosity During drilling	Marsh Funnel and Cup. API 13B-1, section 2.2	45–104 sec/qt
Before final cleaning and immediately before placing concrete		≤ 104 sec/qt
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume Before final cleaning and immediately before placing concrete	Sand, API 13B-1, section 5	≤ 0.5 percent

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

Slurry temperature must be at least 40 degrees F when tested.

**Add to section 49-3.03B:**

Aggregate for 84” CIDH Concrete Piling, 16” CISS Concrete Piling, and for all members of the approach structures above the pile caps must be the 1-inch combined aggregate grading complying with section 90-1.02C(4)(d).

**Add to section 49-3.03C(2):**

Drilling through the center of open-ended steel shells to attain the specified tip elevation may be necessary. The diameter of the drilled hole must be less than the inside diameter of the piling. Equipment or methods used for drilling holes must not cause quick soil conditions or cause scouring or caving of the hole. Drilling must not be used within 8 feet of the specified tip elevation.

A concrete seal course of at least 4 feet should be placed on top of the soil plug. A thicker seal course may be needed to prevent quick soil conditions. Due to presence of sandy soils, it is imperative that the procedures for constructing the seal course include provisions so that the tremied concrete is not contaminated with native soils inside the steel pipe piles.

^^

**SECTION 50 - PRESTRESSING CONCRETE**

**Add to section 50-1.01A:**

The details shown for CIP PS box girder bridges are based on a bonded full length draped tendon prestressing system. For these bridges, you may submit a VECP for an alternative prestressing system using bonded partial length tendons if the proposed system and associated details comply with the following requirements:

1. The proposed system and details must provide moment and shear resistances at least equal to those used for the design of the structure shown.
2. The concrete strength must be at least that shown.
3. Not less than 100 percent of the total prestressing force at any section must be provided by full length draped tendons.
4. Anchorage blocks for partial length tendons must be located such that the blocks will not interfere with the placement of the utility facilities shown or of any future utilities to be placed through openings shown.
5. Temporary prestressing tendons, if used, must be detensioned, and the temporary ducts must be filled with grout before completion of the work. Temporary tendons must be either removed or fully encased in grout before completion of the work.

Upon your request, the Department furnishes you with the demand moments and shears used in the design shown.

Submit shop drawings of the proposed system, including all details and supporting checked calculations.

**Replace the 2nd paragraph of section 50-1.01C(3) with:**

For initial review, submit:

1. 8 copies for railroad bridges
2. 10 copies for railroad bridges if the project includes a BNSF Railway underpass
3. 6 copies for other structures



Case the hinge tiedowns for a height of 10 feet above the ground with plastic or steel pipe secured with vandal-resistant retaining devices. Cover and protect anchorages from vandalism.

Protect exposed metal from corrosion using methods that are at least equivalent to cleaning and painting with inorganic zinc-rich primer.

Hinge tiedowns must (1) provide the minimum clearances shown and (2) not impair the structural integrity of the bridge or bridge foundations.

Do not attach hinge tiedowns to bridge columns unless shown.

Stress the tiedown elements under section 50-1.03B.

Tension the hinge tiedowns after prestressing concrete and before releasing falsework in the supporting hinge span and adjoining span. The tension force must be as shown.

Distribute the hinge tension force to at least 2 tiedowns of approximately equal force, placed symmetrically about the bridge centerline. Apply at most 1/2 of the tension force to a tiedown before applying an equal force to the adjacent tiedowns. Do not apply more than 1/6 of the tension force for the entire hinge eccentrically about the bridge centerline at any time.

Maintain full tension in the hinge tiedowns during the Contract. Immediately before Contract acceptance, check the tension in the hinge tiedowns and adjust them to provide the tension force shown.

Remove hinge tiedowns at the locations shown in the following table:

Bridge name and no.	Hinge in span no.
Castroville Bicycle/Pedestrian Path Grade Separation County Br No. 114	4
Castroville Bicycle/Pedestrian Path Grade Separation County Br No. 114	8

Hinge tiedowns must remain fully tensioned during the construction of the supported span in the adjoining frame.

Except for concrete above the bridge deck, all the concrete at the hinge must be in place at least 10 days before detensioning any tiedowns to be removed. Gradually detension and remove hinge tiedowns before releasing the superstructure falsework in the supported span.

Detension tiedowns incrementally. Release at most 1/2 of the total force in a tiedown before releasing an equal force at adjacent tiedowns. Do not apply more than 1/6 of the tension force for the entire hinge eccentrically about the bridge centerline at any time. Detension wires, strands, or bars before cutting or removing them.

After removing tiedowns, fill remaining blockouts and recesses with concrete. Finish surfaces to match the surrounding surfaces. Removal of embedded fasteners and metal parts must comply with the specifications for removing form bolts in section 51-1.03F(2). Remove buried portions of tiedowns and anchorages to 3 feet below finished grade except that limits for removal must comply with the specifications for embedded fasteners and metal parts if tiedowns or anchorages are attached to bridge footings or other buried structures.

**Add to section 51-1.03G(1):**

Concrete surfaces identified as fractured rib texture (stained) on the plans must be stained in accordance with RSS Section 59-7.

**Add to section 51-1.03G(2):**

Concrete surfaces identified as fractured rib texture (stained) on the plans must be created by a form liner. "202 Fractured Fin" by Custom Rock or a similar ribbed pattern form liner must be used.

The Engineer determines the acceptability of the form liners proposed for use.

**Add to section 51-1.04:**

Fracture rib texture (stained) is measured as the surface area of the thickened exterior girders, faces of the columns, and the vertical face of both the abutments and the approach structures as shown on the plans.

The payment quantity for fractured rib texture (stained) also includes the work associated with staining concrete surfaces.

**Add to section 51-2.02E(3):**

Size the recess such that the primary reinforcement for structural members is outside the recess. The maximum recess depth at abutments and hinges is 14 inches. The maximum recess width on each side of the expansion joint is 18 inches.

**Replace "Reserved" in section 51-3.03 with:**

51-3.03A General

51-3.03A(1) SUMMARY

Section 51-3.03 includes specifications for fabricating and installing PTFE spherical bearings.

PTFE spherical bearings consist of PTFE and stainless steel bearing surfaces, stainless steel plates, and anchors. PTFE spherical bearings are either (1) fixed type with spherical bearing surfaces or (2) expansion type with spherical and sliding bearing surfaces.

51-3.03A(2) DEFINITIONS

**load category:** PTFE spherical bearings of differing vertical load capacity within a range defined as follows:

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1. Bearings of 500 kips capacity or less
2. Bearings over 500 kips up to and including 2,000 kips capacity
3. Bearings over 2,000 kips capacity

Bearings in 2 different load categories that have vertical load capacities within 180 kips of each other are considered to be in 1 load category for proof testing.

#### 51-3.03A(3) SUBMITTALS

##### 51-3.03A(3)(A) GENERAL

Submit proof that the bearing manufacturer has furnished PTFE spherical bearings that have had at least 3 years of satisfactory service for 2 projects with similar conditions to this project.

Submit certificates of compliance for the materials used in PTFE bearings.

Submit test reports for proof-tested bearings signed by the personnel conducting the testing. Include bearing numbers of the tested bearings and the names of the personnel interpreting the test results. If proof tests cannot be performed at the specified load, submit a testing plan listing additional physical tests to be performed.

##### 51-3.03A(3)(B) SHOP DRAWINGS

Submit shop drawings to OSD, Documents Unit. Notify the Engineer of your submittal. Include in the notification the date and contents of the submittal.

For initial review, submit 6 copies for railroad bridges and 4 copies for other structures. After review, submit 6 to 12 copies, as requested, for authorization and use during construction. Allow 55 days for the Department's review for railway bridges and at least 45 days for all other structures.

Shop drawings must include a description of the method of mechanical interlocking of PTFE fabric to the metallic substrate.

At locations other than hinges, shop drawings must include temporary support details for the bearing sole plate during concrete placement.

#### 51-3.03A(4) QUALITY CONTROL AND ASSURANCE

##### 51-3.03A(4)(A) GENERAL

A qualified representative of the bearing manufacturer must be present during installation of the 1st bearing and be available during remaining installations.

Templates for the spherical surfaces must be available for inspection.

##### 51-3.03A(4)(B) PROOF TESTING

Proof test the PTFE spherical bearings in the Engineer's presence as follows:

1. Test fixed-type bearings for compression.
2. Test expansion-type bearings for compression and initial static coefficient of friction.

Proof test 1 bearing from each lot of production bearings. A lot of bearings is 25 bearings, or fraction thereof, of the same type within a load category.

The Engineer selects random test samples from each lot of production bearings. Notify the Engineer at least 7 days before starting proof testing.

If proof tests cannot be performed at the specified load, perform the additional physical tests listed in the testing plan in the presence of the Engineer. The tests must demonstrate that the requirements for proof testing at the specified load are satisfied.

Before proof testing, the test bearings must be conditioned for 12 hours at  $75 \pm 5$  degrees F. Clean the bearing surfaces before testing.

For compression testing of PTFE spherical bearings:

1. Rotate the bearings at the design rotation or 0.02 radians, whichever is greater, and hold for 1 hour at a load of 1.5 times the maximum vertical load capacity. You may rotate the bearing by inserting a beveled plate between the bearing and the restraining surface before loading.
2. Maintain the bearing in a rotated position during testing.

For coefficient of friction testing of PTFE spherical bearings:

1. Continuously load the bearing to the minimum dead load for 12 hours before testing. Maintain the dead load during testing.
2. Measure the initial static coefficient of friction on the 1st movement of the bearing.
3. Measure the initial static and dynamic coefficients of friction at a sliding speed of not more than 1 inch per minute. The initial static friction must not exceed that specified.
4. Cycle the test bearings for a minimum of 100 movements. Each movement must consist of at least 1 inch of relative movement at a sliding speed of not more than 12 inches per minute. After cycling, measure the initial static and dynamic coefficients of friction at a sliding speed of not more than 1 inch per minute. The initial static friction must not exceed that specified.

Proof-tested bearings must not show any signs of the following:

1. Bond failure of bearing surfaces
2. Separation or lift-off of plates from each other or from PTFE surfaces
3. Excessive transfer of PTFE to the stainless steel surface
4. Other defects

If a proof-tested bearing fails to comply with the above requirements, proof test all the remaining bearings in the lot.

### 51-3.03B Materials

#### 51-3.03B(1) GENERAL

Welding must comply with AWS D1.1 except welding of stainless steel must comply with AWS D1.6.



PTFE spherical bearings must be self-lubricating.

PTFE surfaces must be unfilled fabric made from virgin PTFE oriented multifilament and other fibers. Filament resin must comply with ASTM D 4441.

At the highest point of substrate and after compression, the PTFE fabric must have a thickness from 1/16 to 1/8 inch.

Steel plates must comply with ASTM A 709/A 709M.

Stainless steel plates must comply with ASTM A 240, Type 304, and be at least 1/8 inch thick.

Surfaces of flat stainless steel that mate with PTFE surfacing must have a minimum no. 8 mirror finish. Surfaces of curved stainless steel that mate with PTFE surfacing must have a finish of less than 16 microinches root mean square. Determine the finish under ANSI B46.1.

PTFE spherical bearings must have an initial static coefficient of friction of at most 0.06.

Stud connectors must comply with section 55-1.02.

#### 51-3.03B(2) FABRICATION

Flat stainless steel surfaces must be a weld overlay on structural steel plate or a solid or sheet stainless steel.

Curved stainless steel surfaces must be solid stainless steel except curved stainless steel surfaces over 6 inches thick may be a weld overlay on structural steel plate.

When a weld overlay is used for stainless steel surfacing, attach the overlay by submerged arc welding using Type 309L electrodes. The completed overlay must have a 3/32-inch minimum thickness after fabrication.

When stainless steel sheets are used for stainless steel surfacing, attach the sheets by perimeter arc welding using Type 309L electrodes. After welding, the stainless steel surface must be smooth and without waves.

Plate radius dimensional tolerances are from 0.000 to -0.010 inch for convex plates and from +0.010 to 0.000 inch for concave plates.

Use a full-size convex and concave metal templates for the spherical surfaces of each bearing radius.

PTFE fabric backing material on bearing surfaces must be epoxy bonded and mechanically interlocked to the steel substrate. Bonding must be performed under controlled factory conditions. The mechanical interlock on the spherical concave surface must be integrally machined into the steel substrate. Welded retention grids are not allowed on the concave surface. Except for the selvage, oversaw or recess edges such that no cut fabric edges are exposed.

During fabrication, the maximum temperature of bonded PTFE surfaces must be 300 degrees F.

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## **SECTION 80 - FENCES**

Replace "Reserved" in section 80-2.02A with:

Posts must be treated wood.

## **DIVISION IX TRAFFIC CONTROL FACILITIES**

### **SECTION 83 - RAILINGS AND BARRIERS**

Replace "Reserved" in section 83-1.02H with:

#### **83-1.02H BICYCLE RAILING**

Bicycle railing consists of steel railing fabricated from structural shapes, pipe, tubing, plates, and bars.

Structural shapes, tubing, plates, bars, bolts, nuts, and washers must comply with section 55-1.02.

Pipe sections must be standard steel pipe.

Galvanizing must comply with section 75-1.05.

After installing the rail, paint the exposed bolt threads with 2 applications of organic zinc-rich primer that is on the Authorized Material List for organic zinc-rich primers.

Paint rail under section 59-3. The 2nd finish coat must match the color associated with the dark green color of the vinyl-coated chain link fabric.

There must be no chemical treatment of galvanized surfaces before cleaning and painting. Nuts, bolts, and washers must be galvanized after fabrication.

Submit shop drawings for the bicycle railing.

The shop drawings must include the following:

1. Details for venting and pickup holes in rails and sleeves
2. Railing layout
3. Details for lighting
4. Details for attaching sign panels (metal logo feature)
5. Complete details for the construction of the work including methods of construction, sequence of shop and field assembly, and installation procedures

Submit 7 copies of shop drawings. Allow 25 days for review. Upon certification, the Engineer will stamp or mark the drawings certified and return 2 copies to you for use during construction.

Railings must conform to the curvature by means of a series of short chords, from center to center of rail posts, except that railing described as conforming to the curvature must be shop bent to fit the curvature.

Railings must be carefully erected true to line and grade. Posts and balusters must be vertical within a tolerance not to exceed 0.02 foot in 10 feet. Adjacent railing panels must align with each other within 1/16 inch.

Posts must be set on mortar pads as shown.



**Add to section 86-2.05A:**

Conduit installed underground must be Type 3.

**Add to section 86-2.05B:**

The conduit in a foundation and between a foundation and the nearest pull box must be Type 3.

**Add to section 86-2.05C:**

After conductors have been installed, the ends of the conduits terminating in pull boxes, service equipment enclosures, and controller cabinets must be sealed with an authorized type of sealing compound.

The final 2 feet of conduit entering a pull box in a reinforced concrete structure may be Type 4.

**Replace "Reserved" in section 86-2.06B of the RSS for section 86-2.06 with:**

86-2.06B(1) GENERAL

**86-2.06B(1)(a) Summary**

Section 86-2.06B includes specifications for installing non-traffic-rated pull boxes.

**86-2.06B(1)(b) Submittals**

Before shipping pull boxes to the job site, submit a list of materials used to fabricate the pull boxes to METS. Include:

1. Contract number
2. Manufacturer's name
3. Manufacturer's installation instructions
4. Your contact information

Submit reports for pull boxes from an NRTL-accredited laboratory.

Before installing a pull box and cover, submit the manufacturer's replacement warranty for them.

**86-2.06B(1)(c) Quality Control and Assurance**

**86-2.06B(1)(c)(i) Functional Testing**

The pull box and cover must be tested under ANSI/SCTE 77, "Specification for Underground Enclosure Integrity."

**86-2.06B(1)(c)(ii) Warranty**

Provide a 2-year manufacturer's replacement warranty for the pull box and cover. The warranty period starts on the date of Contract acceptance.



Deliver replacement parts within 5 business days after you receive notification of a failed pull box, cover, or both to the Department's Maintenance Electrical Shop at:  
Monterey County Public Works  
855 E. Laurel, Building D, Salinas, CA 93905

#### 86-2.06B(2) MATERIALS

The pull box and cover must comply with ANSI/SCTE 77, "Specification for Underground Enclosure Integrity," for tier 22 load rating and must be gray or brown.

Each pull box cover must have an electronic marker cast inside.

A pull box extension must be made of the same material as the pull box and attached to the box to maintain the minimum combined depths.

Include recesses for a hanger if a transformer or other device must be placed in a pull box.

The bolts, nuts, and washers must be a captive design.

The captive bolt must be capable of withstanding a torque from 55 to 60 ft-lb and a minimum pull-out strength of 750 lb. Perform the test with the cover in place and the bolts torqued. The pull box and cover must not be damaged while performing the test.

Hardware must be stainless steel with 18 percent chromium and 8 percent nickel content.

Galvanize ferrous metal parts under section 75-1.05.

The manufacturer's instructions must include:

1. Quantity and size of entries that can be made without degrading the strength of the pull box below the tier 22 load rating
2. Locations where side entries cannot be made
3. Acceptable method for creating the entry

The tier 22 load rating must be labeled or stenciled by the manufacturer on the inside and outside of the pull box and on the underside of the cover.

#### 86-2.06B(3) CONSTRUCTION

Do not install a pull box in curb ramps or driveways.

A pull box for a post or a pole standard must be located within 5 feet of the standard. Place the pull box adjacent to the back of the curb or edge of the shoulder. If this is impractical, place the pull box in a suitable, protected, and accessible location.

Cover the pull box with a plastic sheet and then bury it in soil from 6 to 8 inches below grade.

Plastic sheets must be 20 mil thick and made of HDPE or PVC virgin compounds.

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If only the cover is to be replaced, anchor the cover to the pull box.

**Add to section 86-2.08A:**

Wrap conductors around the projecting end of conduit in pull boxes as shown. Secure conductors and cables to the projecting end of the conduit in pull boxes.

**Replace the 1st paragraph of section 86-2.09E with:**

Splices must be insulated by "Method B."

**Add to section 86-2.11A:**

Circuit breakers must be the cable-in/cable-out type mounted on non-energized clips. All circuit breakers must be mounted vertically with the up position of the handle being the "ON" position. Each service must be provided with up to 2 main circuit breakers that will disconnect ungrounded service entrance conductors. Where the "Main" circuit breaker consists of 2 circuit breakers as described, each of the circuit breakers must have a minimum interrupting capacity of 10,000 A, rms.

**Replace 7th and 8th paragraphs of section 86-2.11A with:**

Service equipment enclosures must be the aluminum type.

**Replace 1st paragraph of section 86-2.18 with:**

Place numbers on the equipment as ordered.

**Add section 86-10 RAPID RECTANGULAR FLASHING BEACON SYSTEM:**

**86-9 RAPID RECTANGULAR FLASHING BEACON SYSTEM**

**86-10A General**

**86-10A(1) SUMMARY**

This specification is for Rectangular Rapid Flashing Beacon (RRFB) System.

Each unit shall consist of a self-contained solar engine that houses the energy management system, on-board user interface, wireless communications, batteries and solar panel. Units adjacent to crosswalks shall include two RRFB lightbars. Units in advance of crosswalks shall include one RRFB lightbar. The system shall conform to all provisions of the MUTCD, Interim Approval IA-11.

RRFB system includes all components necessary for the installation and operation of a functional system at each location shown on the plans, including but not limited to roadside signs, Type 1-B pole, and foundation.

**PACKAGING**

Packaging must consist of only recyclable corrugated cardboard and soft plastic bags. Each system must ship in one complete box no larger than 3.6 cubic feet and weighing no more than 40 pounds.

## 86-10A(2) MECHANICAL SPECIFICATIONS

The solar engine shall be constructed from aluminum and shall be no greater in size than 13.6" L x 3.6" D x 17.8" H. The solar panel shall be integrated to the solar engine. All batteries and electronics shall be mounted in the solar engine, with no external control cabinet or battery cabinet required. A hinged lid shall provide access to the interior of the engine. The solar engine shall be vented to provide cooling of the battery and electronic system.

The overall weight of the solar engine assembly shall not exceed 20 pounds.

The solar engine shall be supplied with a fixed tilt angle and shall be able to be oriented south with no additional mounting hardware.

The lightbar housing shall be constructed from aluminum and shall have the approximate dimensions: 24" L x 1.5" D x 4.5" H.

Each lightbar shall have two light modules of approximately 7" wide by approximately 3" high. Lightbars adjacent to crosswalks shall include a side-emitting pedestrian confirmation light on each end. Lightbars in advance of crosswalks shall not include side-emitting pedestrian confirmation lights.

The lightbar shall be mounted to the pole using a separate bracket assembly to facilitate mounting two lightbars back to back (bi-directional) and to allow the lightbar to pivot. The lightbar shall be able to pivot by approximately 40 degrees in order to aim the lightbar independently of the wire hole location on the pole.

The lightbar bracket shall be constructed from 3/16" galvanized steel and shall have both banding and bolting mounting options and shall be able to be mounted to all specified pole types.

The lightbar assembly shall open for access to the wiring connections for the LED modules. LED modules shall be rated to MIL-STD-810F, Method 506.4 for ingress protection.

## 86-10B Construction

### MOUNTING

The solar engine and lightbar assemblies shall be furnished with mounting hardware for mounting to standard Type 1-B pole (Caltrans Standard Plan ES-7B).

### CONFIGURATION

The solar engine shall house an on-board user interface that provides on-site configuration adjustment, system status and fault notification, and system activation information.

The flash duration shall be adjustable in the field from 10 to 60 seconds in one-second increments.

The system shall provide configurable nighttime intensity settings.

The system shall be capable of enabling or disabling ambient brightness auto-adjustment. This  
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feature shall allow the system to provide optimal output brightness in relation to ambient light levels while always maintaining adherence to SAE J595 Class I specifications.

Flash duration and other in-the-field adjustable settings shall be automatically broadcast to all units in the system, except channel selection, which shall be configured on each unit.

#### SOLAR / BATTERY SYSTEM

The solar engine shall include one 10-watt solar panel no larger than the footprint of the solar engine enclosure and shall have a hinged top to provide access to the on-board user interface and batteries. The solar engine shall house two 7 Ah sealed valve-regulated lead-acid batteries. Batteries shall have quick connections to facilitate installation, shall be readily available from multiple suppliers, and shall be non-proprietary. Solar panel and battery system shall be 12-volt DC (nominal).

#### 86-10C Operation

The intensity of the yellow indications directly perpendicular to the lens shall be a minimum of 1,800 Candela at full sun daylight conditions. The intensity shall be able to adjust to ambient light conditions; however, during daylight operation the intensity shall meet the minimum specifications of the Society of Automotive Engineers (SAE) standard J595 Class I dated January 2005.

The color of the yellow indications shall meet the specifications of SAE standard J578 (Color Specification) dated December 2006.

The solar engine shall have the capacity to operate 300 20-second activations per day year-round using the applicable peak sun hours insolation available at the installation location. The source of the insolation data shall be the NASA Atmospheric Data Center.

The solar engine shall have the capability to activate other solar engines by wireless communications within 500 feet (152 meters). The solar engine shall have unique channels that can be configured on-site to avoid activation of nearby systems.

The system shall use a dedicated light sensor to detect night and day states and apply any optionally-enabled intensity adjustments.

#### ACTUATION

The system shall be actuated by pedestrian push buttons that shall have an LED indicator with audible tone with Piezo control and shall be ADA compliant and MUTCD-2009 4E compliant for momentary operation.

All RRFBs in the system shall initiate activation simultaneously within 150mS of actuation.

If an additional actuation occurs while the system is activated, the flash duration shall reset. For example, with the flash duration set to 20 seconds, if an additional actuation occurs after the RRFB has been activated for 15 seconds the RRFB will continue for an additional 20 seconds, or 35 seconds in total.

If the RRFB has ceased operation, any subsequent actuation shall activate the RRFB without delay regardless of how recently the RRFB ceased operation.

#### Energy Balance, Array-to-Load Ratio (ALR) and Autonomy Calculations

The manufacturer shall provide an energy balance worksheet consisting of (Energy In)/(Energy Out), ALR and System Autonomy calculations.

Energy-In is based on Electric charge, in Ah, entering the battery from the charger, accounting for:

- The energy from the solar panel based on applicable peak sun hours insolation available at the installation location for the panel's inclination angle. The insolation figure used shall be the worst-case month of the calendar year. The source of the insolation data shall be the NASA Atmospheric Data Center.
- Shading from nearby trees, buildings or other structures unique to a particular location are to be factored in and the calculations shall clearly show and justify the de-rating of the solar panel energy input.
- Efficiency losses from the charger, including conversion efficiency of a Maximum Power Point Tracking (MPPT) Charger, where applicable.
- MPPT Charger current boost, if applicable.
- Battery charger efficiency losses

Energy-Out is based on the sum of quiescent and operating load in all circuitry over 24 hours with an operating capacity of 300 20-second activations, including:

- Baseline wireless over 24 hours
- Operating load of push button at rated operating capacity per activation
- Additional operating load of the wireless system per activation
- Operating load of lightbars including pedestrian indicators at rated intensity per activation. The number of lightbars and their electrical load details (volts, current and watts) shall be clearly indicated.

#### ALR

System Array-to-Load (ALR) ratio shall be calculated as: Energy-In divided by Energy-Out as defined above.

Systems shall be designed to a minimum Array-to-Load (ALR) ratio of 1.2.

#### Autonomy

System autonomy shall be a minimum of 10 days or as recommended by the NASA Atmospheric Data Center for the location and shall be calculated by the following method:

(Temperature-derated battery capacity minus battery capacity unavailable due to Low Voltage Disconnect) divided by Daily total energy consumption with an operating capacity of 300 20-second activations (as calculated above).

#### 86-9D Qualifications and Warranty

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**APPENDIX I - SAMPLE CONTRACT**

SAMPLE CONTRACT

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 8622

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

(1) THE WORK

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

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Federal Aid Project No: RSTPLE-5944(111)

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 May 2010, and the Standard Plans, dated May 2010, including issued revision through October 17, 2014, of the State of California, Department of Transportation.
- (b) A set of plans and cross sections (when applicable) entitled:

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Federal Aid Project No: RSTPLE-5944(111)

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

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

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



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Item No.	Item Code	F-P	Description	Unit	Quantity	Unit cost	Amount
1	050002A		RAILROAD TRAINING	LS	1		
2	070030		LEAD COMPLIANCE PLAN	LS	1		
3	080050		PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1		
4	090100		TIME-RELATED OVERHEAD	WDAY	280		
5	120090		CONSTRUCTION AREA SIGNS	LS	1		
6	120100		TRAFFIC CONTROL SYSTEM	LS	1		
7	130100		JOB SITE MANAGEMENT	LS	1		
8	130300		PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1		
9	130310		RAIN EVENT ACTION PLAN	EA	10		
10	130330		STORM WATER ANNUAL REPORT	EA	1		
11	130620		TEMPORARY DRAINAGE INLET PROTECTION	EA	10		
12	130710		TEMPORARY CONSTRUCTION ENTRANCE	EA	2		
13	130900		TEMPORARY CONCRETE WASHOUT BIN	EA	2		
14	141102		REMOVE YELLOW PAINTED PAVEMENT MARKING (HAZARDOUS WASTE)	SQFT	80		
15	146001		CONTRACTOR SUPPLIED BIOLOGIST	LS	1		
16	150606		REMOVE FENCE (TYPE BW)	LF	310		
17	150608		REMOVE CHAIN LINK FENCE	LF	1,290		
18	150771		REMOVE ASPHALT CONCRETE DIKE	LF	60		

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Item No.	Item Code	F-P	Description	Unit	Quantity	Unit cost	Amount
19	150812		REMOVE PIPE	LF	60		
20	150821		REMOVE HEADWALL	EA	1		
21	151281		SALVAGE ROADSIDE SIGN	EA	4		
22	152320		RESET ROADSIDE SIGN	EA	6		
23	151555A		RECONSTRUCT GATE	EA	2		
24	152382A		RECONSTRUCT GATE POST	EA	2		
25	152440		ADJUST MANHOLE TO GRADE	EA	1		
26	160101		CLEARING AND GRUBBING	LS	1		
27	170101		DEVELOP WATER SUPPLY	LS	1		
28	190101		ROADWAY EXCAVATION	CY	2,090		
29	192003	(F)	STRUCTURE EXCAVATION (BRIDGE)	CY	509		
30	193003	(F)	STRUCTURE BACKFILL (BRIDGE)	CY	292		
31	198012A		BIORETENTION SOIL MEDIA (BSM)	CY	224		
32	205034		DECOMPOSED GRANITE	SQFT	12,220		
33	205036A		WEED CONTROL MAT (FIBER)	SQYD	270		
34	210430		HYDROSEED	SQFT	13,910		
35	260203		CLASS 2 AGGREGATE BASE	CY	690		
36	390132		HOT MIX ASPHALT (TYPE A)	TON	1,140		
37	394050		RUMBLE STRIP	LF	32		
38	394073		PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	50		
39	490616		84" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	562		

Item No.	Item Code	F-P	Description	Unit	Quantity	Unit cost	Amount
40	495103	(P)	FURNISH 16" CAST-IN-STEEL SHELL CONCRETE PILING	LF	3,224		
41	495104		DRIVE 16" CAST-IN-STEEL SHELL CONCRETE PILE	EA	92		
42	500001	(P)	PRESTRESSING CAST-IN-PLACE CONCRETE	LS	1		
43	510051	(F)	STRUCTURAL CONCRETE, BRIDGE FOOTING	CY	138		
44	510053	(F)	STRUCTURAL CONCRETE, BRIDGE	CY	1,624		
45	510501	(F)	MINOR CONCRETE	CY	18		
46	510502	(F)	MINOR CONCRETE (MINOR STRUCTURE)	CY	1		
47	518051	(P)	PTFE SPHERICAL BEARING	EA	4		
48	519092	(P)	JOINT SEAL ASSEMBLY (MR 2 1/2")	LF	24		
49	519097	(P)	JOINT SEAL ASSEMBLY (MR 5")	LF	12		
50	519099	(P)	JOINT SEAL ASSEMBLY (MR 6")	LF	12		
51	519101		JOINT SEAL (TYPE A)	LF	14		
52	520101	P-F	BAR REINFORCING STEEL	LB	50		
53	520102	P-F	BAR REINFORCING STEEL (BRIDGE)	LB	654,901		
54	520120	P-F	HEADED BAR REINFORCEMENT	EA	68		
55	560248		FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	SQFT	200		
56	566011		ROADSIDE SIGN - ONE POST	EA	35		
57	641107	(P)	18" PLASTIC PIPE (HDPE, TYPE C)	LF	150		
58	650311	(P)	18" REINFORCED CONCRETE PIPE (CLASS III)	LF	18		

Item No.	Item Code	F-P	Description	Unit	Quantity	Unit cost	Amount
59	680902	(P)	6" PERFORATED PLASTIC PIPE UNDERDRAIN	LF	310		
60	680903	(P)	6" NON-PERFORATED PLASTIC PIPE UNDERDRAIN	LF	170		
61	682040		CLASS 2 PERMEABLE MATERIAL	CY	100		
62	705011		18" STEEL FLARED END SECTION	EA	2		
63	707107A		OVERFLOW DRAIN	EA	2		
64	707118A		DRAINAGE INLET (TYPE G1)	EA	1		
65	707119A		CONCRETE PIPE INLET (TYPE GCP)	EA	2		
66	721028	(F)	ROCK SLOPE PROTECTION (NO.2, METHOD B) (CY)	CY	12		
67	730070		DETECTABLE WARNING SURFACE	SQFT	160		
68	731623		MINOR CONCRETE (CURB RAMP)	CY	3		
69	733000		PRE/POST CONSTRUCTION SURVEYS	EA	2		
70	750007		FRAME AND GRATE	EA	3		
71	750041	P-F	ISOLATION CASING	LB	3,492		
72	750498	P-F	MISCELLANEOUS METAL (RESTRAINER - CABLE TYPE)	LB	2,735		
73	750501	P-F	MISCELLANEOUS METAL (BRIDGE)	LB	2,030		
74	800002	(P)	FENCE (TYPE BW, WOOD POST)	LF	750		
75	800103		TEMPORARY FENCE (TYPE CL-6)	LF	2,790		
76	800360	(P)	CHAIN LINK FENCE (TYPE CL-6)	LF	1,220		
77	833033	P-F	CHAIN LINK RAILING TYPE 7 (Mod)	LF	682		

Item No.	Item Code	F-P	Description	Unit	Quantity	Unit cost	Amount
78	833040	P-F	BICYCLE RAILING	LF	2,248		
79	840519		THERMOPLASTIC CROSSWALK & PAVEMENT MARKINGS	SQFT	830		
80	840524A		4" THERMOPLASTIC TRAFFIC STRIPE (BROKEN 9-3)	LF	3,870		
81	860402	(P)	LIGHTING (CITY STREET)	LS	1		
82	860760A		LIGHTING (BRIDGE)	LS	1		
83	860605A		RECTANGULAR RAPID FLASHING BEACON SYSTEM	LS	1		
84	999990		MOBILIZATION	LS	1		
<b>TOTAL BASE BID</b>							
<b>ADDITIVE ALTERNATE A</b>							
A-1	066009A		RESIDENT ENGINEERS OFFICE	LS	1		
<b>ADDITIVE ALTERNATE B</b>							
B-1	511064		FRACTURED RIB TEXTURE (STAINED)	SQFT	11,596		
<b>ADDITIVE ALTERNATE C</b>							
C-1	562004A		METAL LOGO FEATURE	EA	52		
<b>ADDITIVE ALTERNATE D</b>							
D-1	598001		ANTI-GRAFFITI COATING	SQFT	6,702		
<b>ADDITIVE ALTERNATE E</b>							
E-1	860760A		FURNISH AND INSTALL ELECTRICAL CONDUCTORS	LS	1		
E-2	860760A		PULLBOX	EA	7		

Item No.	Item Code	F-P	Description	Unit	Quantity	Unit cost	Amount
E-3	860760A		DECK LIGHTS (CURB)	EA	48		
E-4	860760A		DECK LIGHTS (POSTS)	EA	194		
E-5	860760A		METER PEDESTAL	EA	2		
E-6	860760A		2" PVC CONDUIT	LF	710		
<b>TOTAL BASE BID PLUS ALTERNATES A-E</b>							

P – Partial Pay Item  
F – Final 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

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

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

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

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

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

**COUNTY OF MONTEREY:**

APPROVE AS TO FISCAL TERMS

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

Name: Benny J. Young  
Interim Director of Public Works and  
Title: Facilities

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

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

Name: Gary Giboney  
Title: Chief Deputy Auditor-Controller

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

APPROVE AS TO FORM

APPROVE AS TO INDEMNITY/  
INSURANCE LANGUAGE

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

Name: Mary Perry  
Title: Deputy County Counsel

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

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

Name: Steven F. Mauck  
Title: Risk Manager

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

**\*INSTRUCTIONS:** If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a  
CASTROVILLE BICYCLE/PEDESTRIAN PATH AND RAILROAD CROSSING  
PROJECT NO. 8622

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:

CASTROVILLE BICYCLE/PEDESTRIAN PATH  
AND RAILROAD CROSSING  
PROJECT NO. 8622  
Federal Aid Project No: RSTPLE-5944(111)

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:

CASTROVILLE BICYCLE/PEDESTRIAN PATH  
AND RAILROAD CROSSING  
PROJECT NO. 8622  
Federal Aid Project No: RSTPLE-5944(111)

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**



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

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

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

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

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

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

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

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

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





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

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

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

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

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

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

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

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

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

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

Enter the total of each of the six 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.

## BLOCKENTRIES

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

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

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

FORM FHWA-1022



U.S. Department of Transportation  
Federal Highway Administration

# 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 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 the 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 provisions 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.**

<i>(Federal-aid projects only)</i>
State Highway Department
<small>Enter name and address of State Highway Department.</small>

<i>(Both Federal and Federal-aid projects)</i>
Federal Highway Division Administrator
<small>Enter name and address of Federal Highway Division Administrator.</small>

<i>(Both Federal and Federal-aid projects)</i>
Department of Transportation
Office of Inspector General
Toll Free Hotline
1-800-424-9071

Form FHWA-1022 (Rev. 11-11)

