

MONTEREY COUNTY

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

BOOK ONE

**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS**

**HARTNELL ROAD
BRIDGE REPLACEMENT PROJECT**

**Federal Project No.: BRLO-5944 (103)
County Project No.: 3854**



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FACILITIES AND PARKS**

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**NOTICE TO BIDDERS
AND
SPECIAL PROVISIONS
HARTNELL ROAD
BRIDGE REPLACEMENT PROJECT
Federal Project No.: BRLO-5944 (103)
State Project No.: 0500020138L-N**

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

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

AUDITOR-CONTROLLER
APPROVED AS TO FISCAL TERMS
PROVISIONS

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MARY GRACE PERRY

Deputy County Counsel

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Risk Manager

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Gary Giboney

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GARY GIBONEY

Chief Deputy Auditor Controller

Date: 1/31/2022 | 4:27 PM PST

FOR USE IN CONNECTION WITH STANDARD SPECIFICATIONS 2015, THE STANDARD PLANS 2015, INCLUDING THE LATEST REVISED STANDARD PLANS REVISED STANDARD SPECIFICATIONS DATED 4-20-18; STANDARD PLANS 2018, INCLUDING LATEST ISSUED REVISED STANDARD PLANS DATED 10-16-2020 AS INDICATED HEREIN; THE CURRENT LABOR SURCHARGE EQUIPMENT RENTAL RATES, OF THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, BUSINESS AND TRANSPORTATION AGENCY; THE CURRENT GENERAL PREVAILING WAGE DETERMINED BY THE DIRECTOR OF INDUSTRIAL RELATIONS IS ON FILE WITH THE DEPARTMENT OF PUBLIC WORKS.

HARTNELL ROAD BRIDGE REPLACEMENT PROJECT
Federal Project No.: BRLO-5944 (103)
PROJECT NO. 3854

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

CIVIL



Justina L. Conklin 10/29/2021

Justina Conklin Date
TRC Engineers, Inc.

STRUCTURES



Mark A. Imbriani 10/29/2021

Mark Imbriani Date
TRC Engineers, Inc.

PLANTING PLAN



Analette Ochoa 10/22/2021

Analette Ochoa Date
WRECO

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COUNTY OF MONTEREY
PUBLIC WORKS, FACILITIES AND PARKS

NOTICE TO BIDDERS

Sealed bids will be received at the Office of the County Clerk of the COUNTY OF MONTEREY, 168 WEST ALISAL STREET, SALINAS, CALIFORNIA 93901 (mailing address is P.O. Box 1728, Salinas, Ca 93902-1728), until 3:30 p.m., on April 14, 2022, for the:

**FOR CONSTRUCTION OF THE HARTNELL ROAD
BRIDGE REPLACEMENT PROJECT
Federal Project No.: BRLO-5944 (103)**

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

The County of Monterey (County) – Department of Public Works, Facilities and Parks proposes to replace the existing two-lane Hartnell Road Bridge (Bridge No. 44C0110) (proposed project) over Alisal Creek in Monterey County, California, with a wider bridge that meets current American Association of State Highway and Transportation Officials (AASHTO) requirements. The proposed project would also widen the roadway approaches for approximately 370 to 470 feet (ft) on the north and south ends of the bridge to conform to the replacement bridge width and profile. After construction, both the bridge and roadway approaches would contain two 12-ft lanes (one in each direction) and two 8-ft shoulders and would meet current AASHTO minimum speed standards. The Engineer's Estimate for the construction cost is \$2,888,087.

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

The Disadvantaged Business Enterprise (DBE) contract goal is seventeen percent (17%).

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

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

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

Project working days are 150 working days. Liquidated damages are \$4,800 per calendar day. Plant establishment period is 1 calendar year (240 working days).

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 USB Drive is also available at MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 1441 SCHILLING PLACE 2ND FLOOR, SALINAS, CALIFORNIA 93901 for a nonrefundable fee of \$5.00. The HARTNELL ROAD BRIDGE REPLACEMENT PROJECT
Federal Project No.: BRLO-5944 (103)
PROJECT NO. 3854

electronic files can be used to print the project plans, project specifications, and other such documents at various printing companies.

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

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

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

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

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

Date: January 26, 2022,

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

RESOURCE MANAGEMENT AGENCY

DEPARTMENT OF PUBLIC WORKS
COUNTY OF MONTEREY
STATE OF CALIFORNIA

SPECIAL PROVISIONS

**FOR CONSTRUCTION OF THE HARTNELL ROAD
BRIDGE REPLACEMENT PROJECT
IN MONTEREY COUNTY NEAR CITY OF SALINAS**

Federal Project No.: BRLO-5944 (103)

ORGANIZATION

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

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

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

2015 STANDARD PLANS LIST

The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. The Standard Plans of 2015 and the Revised Standard Plans dated 4-20-2018 and which apply to this contract, are included as attachments to these Special Provisions.

The standard plan sheets and Revised Standard Plans (RSPs) applicable to this Contract include those listed below.

ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

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

PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

RSP A20A	Pavement Markers and Traffic Lines - Typical Details
RSP A20B	Pavement Markers and Traffic Lines - Typical Details
RSP A20D	Pavement Markers and Traffic Lines - Typical Details

EXCAVATION AND BACKFILL

A62A	Excavation and Backfill - Miscellaneous Details
A62E	Excavation and Backfill - Cast-In-Place Reinforced Concrete Box and Arch Culverts
RSP A77L1	Midwest Guardrail System - Standard Railing Section (Wood Post with Wood Block)
RSP A77L2	Midwest Guardrail System - Standard Railing Section (Steel Post with Notched Wood or Notched Recycled Plastic Block)
RSP A77N1	Midwest Guardrail System - Wood Post and Wood Block Details
RSP A77N2	Midwest Guardrail System - Steel Post and Notched Wood Block Details
RSP A77N3	Midwest Guardrail System - Typical Line Post Embedment and Hinge Point Offset Details
A77N4	Midwest Guardrail System - Typical Railing Delineation and Dike Positioning Details

FIBER OR RUBBER MAT VEGETATION CONTROL - GUARDRAIL SYSTEM

RSP A77N12	Fiber or Rubber Mat Vegetation Control - Guardrail System
RSP A77N13	Fiber or Rubber Mat Vegetation Control - Guardrail System - Narrow Vegetation Control Installation
RSP A77N14	Fiber or Rubber Mat Vegetation Control - Guardrail System - For Terminal System End Treatments
RSP A77N15	Fiber or Rubber Mat Vegetation Control - Guardrail System - At Structure Approach

MIDWEST GUARDRAIL SYSTEM - TYPICAL LAYOUTS FOR STRUCTURES

RSP A77Q1	Midwest Guardrail System - Typical Layouts for Structure Approach
RSP A77R3	Midwest Guardrail System - Typical Layouts for Roadside Fixed Objects
RSP A77R4	Midwest Guardrail System - Typical Layouts for Roadside Fixed Objects

HARTNELL ROAD BRIDGE REPLACEMENT PROJECT
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A77U4 Midwest Guardrail System - Transition Railing (Type WB-31)

FENCES

- A86 Barbed Wire and Wire Mesh Fences**
- A86A Barbed Wire and Wire Mesh Fence Detail on Sharp Break in Grade**
- A86B Barbed Wire and Wire Mesh Fence Details**
- A86C Barbed Wire and Wire Mesh Fence Details at Ditch Crossing**
- A86D Barbed Wire and Wire Mesh Fence - Miscellaneous Details**
- RSP A87B Hot Mix Asphalt Dikes**

BOX CULVERTS

- D81 Cast-In-Place Reinforced Concrete Double Box Culvert**
- D82 Cast-In-Place Reinforced Concrete Box Culvert - Miscellaneous Details**
- D86A Box Culvert Warped Wingwalls**

GABIONS AND UNDERDRAINS

- D100A Gabion Basket Details No. 1**
- D100B Gabion Basket Details No. 2**

TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN

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

TEMPORARY WATER POLLUTION CONTROL

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

BRIDGE DETAILS

- RSP B0-3 Bridge Details**

BRIDGE CONCRETE BARRIERS

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**

CANCELED STANDARD PLANS LIST

The standard plan sheets listed below are canceled and not applicable to this contract.

DRAINAGE INLETS, PIPE INLETS AND GRATES	
D72	Canceled on July 15, 2016
D73	Canceled on July 15, 2016
D74A	Canceled on July 15, 2016
D74B	Canceled on July 15, 2016
D74C	Canceled on July 15, 2016
SLOTTED AND GRATED LINE DRAINS	
D98C	Canceled on January 20, 2017
BRIDGE CONCRETE BARRIERS	
RSP B11-54	Canceled on January 20, 2017
ELECTRICAL SYSTEMS - SIGN ILLUMINATION EQUIPMENT AND CONTROLS	
ES-15B	Canceled on April 15, 2016

2018 STANDARD PLANS LIST

The 2018 Standard Plan sheets applicable to this contract include but are not limited to those indicated below. The Standard Plans of 2018 and the Revised Standard Plans dated 10-16-2020, which apply to this contract, are included as attachments to these Special Provisions.

BRIDGE CONCRETE BARRIERS ROADSIDE SIGNS

B11-79	Concrete Barrier Type 836 Details No. 1
B11-80	Concrete Barrier Type 836 Details No. 2
B11-80	Concrete Barrier Type 842 Details No. 1
B11-81	Concrete Barrier Type 842 Details No. 2

AA

DIVISION I GENERAL PROVISIONS

AA

1 GENERAL

1-1.03 Replace Reserved with:

1-1.03 SPECIFICATIONS AND PLANS:

The work embraced herein shall be done in accordance with the Standard Specifications and Standard Plans, of 2015, and Standard Plans of 2018 has indicated herein, of the State of California, Department of Transportation, as revised, insofar as the same may apply and in accordance with the following Special Provisions:

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

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

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

1-1.03A INTERPRETATION OF STANDARD SPECIFICATIONS:

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

Add to section 1-1.07:

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 Department of Public Works, Facilities and Parks
- 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.

DEFINITIONS IN SPECIAL PROVISIONS:

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

Board of Supervisors:	The governing body of the County of Monterey
Caltrans:	California Department of Transportation
County:	The County of Monterey, a political subdivision of the State of California
Clerk of the Board:	The Clerk of the Monterey County Board of Supervisors
Director of Public Works:	Director of Public Works, Facilities, and Parks.
Attorney General:	County Counsel-Risk Manager of Monterey County
Laboratory:	Any established laboratory designated by the Engineer to test materials and work involved in the Contract.
Owner:	County of Monterey
Authorized Material List:	Caltrans prequalified products list
2015 Standard Plans	2015 Standard Plans and Revised Standard Plans dated 4-20-2018 of the State of California, Department of Transportation
2015 Standard Specifications	2015 Standard Specifications and Revised Standard Specifications dated 4-20-2018 of the State of California, Department of Transportation
2018 Standard Plans	2018 Standard Plans and Revised Standard Plans dated 10-16-2020 of the State of California, Department of Transportation
Business day:	Day on the calendar except a Saturday, Sunday, and a holiday
PLAC:	Permits, licenses, agreements, certifications, and approvals

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2 BIDDING

2-1.05 Replace Reserved with:

2-1.05 GENERAL:

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

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

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

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

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

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Included in the <i>Information Handout</i>	<ol style="list-style-type: none"> 1. Caltrans 2015 Standard Specifications 2. Caltrans 2015 Revised Standard Specifications dated 4-20-18 3. Caltrans 2015 Standard Plans 4. Caltrans 2018 Standard Specifications 5. Caltrans 2018 Standard Plans 6. Caltrans 2018 Revised Standard Plans dated 10-16-2020 7. Foundation Report, dated 6-7-19 8. Final IS/MND for the Hartnell Road Bridge Replacement Project 9. Mitigation Monitoring & Reporting Plan, dated 9-12-2017 10. Hartnell Road Plans (bridge as-built plans) 11. Right of Way Certification 12. Temporary Creek Diversion Plan Concept Drawing 13. Permits 14. Asbestos and Lead-Containing Paint Assessment, Pesticides and Total Lead in Soils Survey Report 15. Wetland Mitigation and Monitoring May 2019 16. NEPA CE 17. NEPA Revalidation 6-23-21
Available as specified in the <i>Standard Specifications</i>	<ol style="list-style-type: none"> 1. Revised and New Standard Plans
Included with the project plans	<ol style="list-style-type: none"> 1. Log of test borings

Add to section 2-1.07:

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

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 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.

Add to section 2-1.10:

The bidder's attention is directed to other provisions of said Act (Public Contract Code § 4100 et seq.) related to the imposition of penalties for a failure to observe its provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

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

Replace Reserved in Section 2-1.13 with:

2-1.13 DISADVANTAGE BUSINESS ENTERPRISE (DBE):

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

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

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

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

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

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

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.

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

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

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

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

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

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

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

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

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

b. Good Faith Efforts Submittal

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

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

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

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

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

c. Exhibit 15-G - Construction Contract DBE Commitment

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

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

d. Subcontractor and Disadvantaged Business Enterprise Records

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

The Agency requests the Contractor to:

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

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

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

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

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

e. Performance of Disadvantaged Business Enterprises

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

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

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

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

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds and insurance certificates, to the MONTEREY COUNTY PUBLIC WORKS DEPARTMENT so that it is received within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the bid guaranty. The executed contract documents shall be delivered to the following address: MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 1441 SCHILLING PLACE, SALINAS, CALIFORNIA, 93901.

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

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

AA

4 SCOPE OF WORK

Replace Reserved in Section 4.1.06A General with:

4-1.06A CHANGED CONDITION:

a. Differing Site Conditions

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

b. Suspensions of Work Ordered by the Engineer

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

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

c. Significant Changes in the Character of Work

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

contract item quantity, or in case of a decrease below seventy five percent (75%), to the actual amount of work performed.

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5 CONTROL OF WORK

Replace "Reserved" in Section 5-1.20D with:

A portion of this project is located within the jurisdiction of the State of California Department of Transportation. The County has applied for and will possess a Caltrans-issued encroachment permit for this work prior to issuing the Notice to Proceed. It will be your responsibility to obtain a Double Permit from Caltrans for this work. Applying for this Double Permit must be a First Order of Work to avoid negative impacts to the work schedule. Costs associated with the Double Permit will be reimbursed based on the Contract Price for Obtain Caltrans Encroachment Double Permit.

Replace Reserved in section 5-1.20F with:

- Furnish water required for irrigation.
- Arrange for the delivery of irrigation water by tank truck
- Provide water delivery service until Contract acceptance.

Replace Section 5-1.26 with:

5-1.26 CONSTRUCTION SURVEYS:

The Department is not responsible for placing stakes and marks under Chapter 12, "Construction Surveys", of the Caltrans Department's Survey Manual. Set any stakes or marks required for this Project, throughout construction.

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

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

Construction Surveys are paid for as Construction Staking.

AA

6 CONTROL OF MATERIALS

Replace section 6-1.04 with:

6-1.04 BUY AMERICA

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

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

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(03/24/1995)];

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

Production includes:

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

Add to section 6-1:

6-1.06 BUY CLEAN CALIFORNIA ACT

6-1.06A General

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

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

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

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

6-1.06B Definitions

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

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

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

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

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

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

6-1.06C Submittals

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

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

Submit available environmental product declarations for applicable materials or products as informational submittals to the Department's Data Interchange for Materials Engineering and provide PDF copies to the Engineer.

Add to end of section 6-2.01:

6-2.01G QUALITY ASSURANCE :

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

You may examine the records and reports of tests the Agency performs if they are available at the job site. Schedule work to allow time for QAP.

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7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Cal/OSHA
2. CA RWQCB, Region 3--Central Region
3. CA Department of Toxic Substances Control

Add to the beginning of section 7-1.05:

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

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

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

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

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

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

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

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

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Prior to the execution of the Contract 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 Contract. 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 Contract, which shall continue in full force and effect.

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

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

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

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

7-1.11D(1) FEDERAL TRAINEE PROGRAM:

For the Federal training program, the number of trainees or apprentices is 2.

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

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

You have primary responsibility for meeting this training requirement.

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

Include these training requirements in your subcontract.

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

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

Before starting work, submit to the County of MONTEREY:

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

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

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

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman.

2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training.

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

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

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

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

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

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

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

3. If you comply with this section.

Each apprentice or trainee must:

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

Furnish the apprentice or trainee with:

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

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

7-1.12 TITLE VI ASSURANCES

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

(1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of bb

Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this Agreement.

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

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

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

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

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

(6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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

7-1.13 USE OF UNITED STATES-FLAG VESSELS

The CONTRACTOR agrees -

1. To utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the

United States, a legible copy of a rated "on board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20690.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.
4. Maintain records and submit reports documenting your performance under this section

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8 PROSECUTION AND PROGRESS

Replace 1st paragraph in section 8-1.03:

A pre-construction conference will be held at the office of the MONTEREY COUNTY DEPARTMENT OF PUBLIC WORKS, 1441 SCHILLING PLACE, SALINAS, CALIFORNIA, 93901, where the Notice to Proceed will be issued and for the purpose of discussing with the Contractor the scope of work, Specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include all major superintendents for the work and may include major subcontractors.

Add to the end of section 8-1.10C:

Liquidated damages for not completing Hartnell Road within **150 working days** are \$4,800 per day for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above.

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9 PAYMENT

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

9-1.03A PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS:

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

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

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

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

contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Add to the end of section 9-1.16A:

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

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

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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

Add to the end of section 9-1.16C:

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

1. Bar Reinforcing Steel
2. Fence
3. Gate
4. Midwest Guardrail System
5. Railing
6. Crash Cushion
7. Pavement Marker

Replace section 9-1.22 with:

9-1.22 ARBITRATION:

A. Application of article; inclusion of article in plans and specifications (Public Contract Code Section 20104):

- 1a. This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a Contractor and the County of Monterey.
- 1b. This article shall not apply to any claims resulting from a contract between the Contractor and the County of Monterey when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, of the Public Contract Code).
- 2a. "Public Works" has the same meaning as in Sections 3100 and 3106 of the Civil Code.
- 2b. "Claim" means a separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.
3. The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work, which may give, rise to a claim under this article.
4. This article applies only to contracts entered into on or after January 1, 1991.

B. Claims; requirements (Public Contract Code Section 20104.2):

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

1. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- 2a. For Claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
- 2b. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

- 2c. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
 - 3a. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
 - 3b. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
 - 3c. The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
 4. If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet-and-confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet-and-confer conference within 30 days for settlement of the dispute.
 5. If following the meet-and-confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
- C. Procedures for civil actions filed to resolve claims (Public Contract Code Section 20104.4): The following procedures are established for all civil actions filed to resolve claims subject to this article:
1. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
 - 2a. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
 - 2b. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
- D. Payment by local agency of undisputed portion of claim; interest on arbitration award or judgment (Public Contract Code Section 2104.6):

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

AA

DIVISION II GENERAL CONSTRUCTION
10 GENERAL

Add item 4 thru 13 to 2nd paragraph of section 10-5:

4. The construction contractor shall water all active construction sites as least twice daily. Frequency shall be based on the type of operation, soil, and wind exposure.
5. Prohibit all grading activities during periods of high wind (over 15 mph).
6. The construction contractor shall apply nontoxic binders (e.g., latex acrylic copolymer) to exposed areas after cut-and-fill operations and hydroseed the area.
7. Haul trucks shall maintain at least 2 ft of freeboard above ground surface.
8. The construction contractor shall cover all trucks hauling dirt, sand, or loose materials.
9. Install wheel washers at entrances to the construction site for all exiting trucks.
10. The construction contractor shall plant vegetative ground cover in disturbed areas as soon as possible.
11. The construction contractor shall cover inactive storage piles.
12. The construction contractor shall sweep streets if visible soil material is carried out from the construction site.
13. Limit the area under construction at any one time.

AA

12 TEMPORARY TRAFFIC CONTROL

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

A construction project funding sign must comply with the details shown on the Department's Traffic Operations website.

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

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

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

The legend must be retroreflective except for nonreflective black letters and numerals. The blue must match PR color no. 3 on FHWA's Color Tolerance Chart. The orange must match PR color no. 6 on FHWA's Color Tolerance Chart.

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

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BRIDGE, CHANNEL, AND ROADWAY CONSTRUCTION

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

FEDERAL HIGHWAY TRUST FUNDS

STATE HIGHWAY FUNDS

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

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

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

Install 2 Type 1 construction project funding sign at the location determined by the Engineer before starting major work activities visible to highway users.

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

Replace Reserved in section 12-4.02C(3)(I) with:

Comply with the requirements for the complete closure on a conventional highway shown in the following chart:

Chart No. L1																									
Complete Conventional Highway Closure Hours																									
County: Monterey	Route/Direction: Hartnell Road										Post Mile:														
Closure limits: Alisal Road to 1,500' SW of Alisal Road																									
Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon–Thu	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Fri	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Sat	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Sun	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Legend:																									
C	Conventional highway may be closed completely.																								
REMARKS: See Detour Plan sheet DE-1 in project plans																									



13 WATER POLLUTION CONTROL

Add to the end of section 13-1.01A:

The receiving water for this project is Alisal Creek.

Add to section 13-3.01A:

This project's risk level is 2.

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

The following RWQCBs will review the authorized SWPPP:

1. Central Coast, Region 3

Dewatering must comply with RWQCB Certification No. 32718WQ19 and USACE File Number 2016-0114S. For the permit, go to the Information Handout.

Replace section 13-12 with:

13-12 TEMPORARY CREEK DIVERSION SYSTEMS

13-12.01 GENERAL

13-12.01A Summary

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

13-12.01B Definitions

Not Used

13-12.01C Submittals

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

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

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

plan for when a 12-inch freeboard cannot be maintained and overtopping of the coffer dams may occur.

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

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

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

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

13-12.01D Quality Assurance

Not Used

13-12.02 MATERIALS

13-12.02A Gravel

Gravel must:

1. Be river run gravel obtained from a river or creek bed with gradation of 100 percent passing a 3/4 inch sieve and 0% passing a 3/8 inch sieve
2. Be clean, hard, sound, durable, uniform in quality, and free of any detrimental quantity of soft, thin, elongated or laminated pieces, disintegrated material, organic matter, or other deleterious substances
3. Be composed entirely of particles that have no more than 1 fractured face
4. Have a cleanliness value of at least 85, as determined by California Test 227

13-12.02B Impermeable Plastic Membrane

Impermeable plastic membrane must be:

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

13-12.02C Gravel-Filled Bags

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

The 2nd paragraph of section 13-5.02G does not apply.

13-12.02D Plastic Pipes

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

1. Be clean, uncoated, in good condition free of rust, paint oil dirt or other residues that could potentially contribute to water pollution
2. Be adequately supported for planned loads
3. Use watertight joints under section 61-2.01.
4. Be made of a material or combination of materials that are suitable for clean water and which do not contain banned, hazardous or unlawful substances
5. For temporary pipes not reused on the project you may use the following materials:

- 5.1. PVC closed-profile wall pipe must comply with ASTM F1803
- 5.2. PVC solid wall pipe must comply with ASTM D3034, ASTM F679, AWWA C900, AWWA C905, or ASTM D2241 and cell class 12454 defined by ASTM D1784
- 5.3. HDPE solid wall pipe must comply with AASHTO M 326 and ASTM F714
- 5.4. Polyethylene large-diameter-profile wall sewer and drain pipe must comply with ASTM F894

13-12.02E Rock

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

13-12.02F Pumping System

Pumping system must:

1. Comply with section 74-2.02B
2. Be equipped with secondary containment
3. Be free of fuel and oil leaks
4. Meet intake screen regulatory requirements

13-12.02G Seepage Pumping System

If seepage occurs in the dewatered work area, the water must be removed by sump pumps as part of the TCDS.

Seepage pumping system must:

1. Comply with section 74-2.02B
2. Ensure discharge water conform with PLACs or is treated on site
3. Be free of fuel and oil leaks

13-12.02H Discharge Water Energy Dissipation and Erosion Control

Discharge water from pumps, pipes, ditches, or other conveyances must have BMPs to dissipate the flows and velocity of water discharged from the temporary diversion system if erosion would otherwise occur.

Energy dissipation measures:

1. May be plastic sheeting, flared end sections, rubber matting, or other materials appropriate for the design hydraulics
2. Must be anchored to prevent movement by expected flows
3. Must be removed when the TCDS is removed

13-12.03 CONSTRUCTION

13-12.03A General

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

Remove vegetation to ground level and clear away debris.

Place temporary or permanent fill as allowed by PLACs.

Place rock at outlet of diversion pipe under section 72-4.03, except motorized vehicles and equipment must not be used in areas of flowing or standing water.

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

Stop all work and remove all material and equipment from the creek between upstream and downstream cofferdams if the 72-hour forecasts predict a 25 percent or greater chance of rain in the project area and the predicted rainfall is estimated to produce a flow rate exceeding the design capacity of the TCDS.

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

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

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

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

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

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

13-12.03B Maintenance

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

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

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

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

Repair TCDS within 24 hours after the damage occurs.

Prevent debris from entering the TCDS and receiving water.

Remove and immediately replace gravel, gravel-filled bags, impermeable plastic membrane, or plastic pipes contaminated by construction activities.

Remove sediment deposits and debris from the TCDS as needed. If removed sediment is deposited within project limits, it must be stabilized and not subject to erosion by wind or water, under sections 19-1.01 and 19-2.03 B.

13-12.03C Removal

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

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

13-12.04 PAYMENT

All costs associated with construction, maintenance and removal of the Temporary Creek Diversion System will be included in other items of work.

AA

14 ENVIRONMENTAL STEWARDSHIP

Replace *Reserved* in section 14-1.03 with:

The Contractor must:

1. Coordinate training schedules with the Contractor Supplied biologist who will conduct environmental awareness training for all construction crews before project implementation.
2. In addition to the mitigation measures specifically noted in these special provisions, the Contractor shall conform to the mitigation requirements included in the project environmental document titled "Final Initial Study/Mitigated Negative Declaration for the Hartnell Road Bridge Replacement Project " and its associated documents and permits. These documents are provided in "Supplemental Project Information" of these special provisions.

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

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

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

4. If human remains are discovered on site the construction contractor shall halt all work, and no further disturbance shall occur until the County Coroner can evaluate them. If the human remains are of Native American origin, the coroner must notify the Native American Heritage Commission (NAHC) within 24 hours of identification.

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

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

Regulated Species
Congdon's tarplant
Nesting Birds

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

Sensitive Habitats
Alisal Creek
Trees

Replace item 1 in the 2nd paragraph of section 14-6.03A with:

1. Stop all work within a 5-foot radius of the discovery. except as shown in the following table:

Regulated species	Protective radius (feet)
Congdon's Tarplant	5 foot
Nesting Birds	250 foot

Use the protocols for the corresponding regulated species shown in the following table:

Regulated species name	Protocol
Nesting Birds	<p>Verify no wildlife is present near equipment prior to operation.</p> <p>Prior to nesting season begins, exclusionary measures such as netting and visual deterrents will be installed and will be routinely inspected and kept in good repair until construction is complete and the exclusion devices are removed.</p> <p>Notify the Contractor Supplied Biologist 45 days in advance of any construction activities.</p> <p>Notify engineer and construction staff when environmental awareness training sessions are scheduled.</p> <p>Immediately notify the Contractor Supplied Biologist if any wildlife is observed on site.</p> <p>Notify Contractor Supplied Biologist of work that will need to be monitored including but not limited to exclusion installation and work within designated buffer zones and any vegetation removal during the bird nesting season (February 1 to August 31).</p> <p>If bird exclusion will be required to complete the project. Submit a bird exclusion plan for review and follow the guidance of the contractor supplied biologist to ensure correct installation and implementation.</p>

<p>Invasive Species Abatement and Eradication Program</p>	<p>Inspect and clean construction equipment at the beginning and end of each day and prior to transporting equipment from one (1) project location to another.</p> <p>Minimize soil and vegetation disturbance to the greatest extent possible.</p> <p>Water all active portions of the construction site a minimum of twice daily and more often when needed due to dry or windy conditions to prevent excessive amounts of dust and seed dispersal.</p> <p>All stockpiled material is sufficiently watered or covered to prevent excessive amounts of dust and seed dispersal.</p> <p>Soil/gravel/rock shall be obtained from weed-free sources.</p> <p>All invasive plant material removed from during construction shall be disposed of properly in a landfill or other suitable facility where it can be chipped and composted to prevent spreading viable seeds or propagules that could take root on another site.</p> <p>Only certified weed-free straw, mulch, and/or fiber rolls shall be used for erosion control.</p> <p>Prior to completion of construction, disturbed areas adjacent to native vegetation shall be revegetated with plant species approved by the Engineer.</p> <p>The uses of species listed in Cal IPC's California Invasive Plant Inventory that have a high or moderate rating in revegetated areas shall be avoided.</p>
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Monitor regulated species according to the schedule shown in the following table:

Monitoring type	Schedule
Vehicle Inspection for Wildlife	Daily
Tree Inspection for Nests	Prior to Tree Removal
Exclusionary Measures (Netting, etc.)	Daily (Feb 1 to Aug 31)

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

The Department anticipates nesting or attempted nesting by migratory and nongame birds from February 15 to August 31.

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

1. Conduct Environmental Awareness Training Sessions for all personnel on-site.
2. Conduct a pre-construction survey for the Congdon's tarplant during the blooming period (May to November) prior to ground disturbance and/or vegetation clearing.
3. If construction activities occur between February 1 and August 31, conduct a bird survey within 50 feet of the work limits no more than 14 days prior to ground disturbing/vegetation removal activities and again within two (2) days (48 hours) of such activities.
4. Immediately before initial ground disturbance and/or vegetation clearing in the Alisal Creek Channel, conduct a survey of the work area for special status species.
5. If invasive wildlife species (e.g. bullfrogs, crayfish, and centrarchid fish) are found during surveys or monitoring activities, they would be removed from the project area and dispatched humanely
6. Clear work area prior to vegetation removal

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7. Monitor regulated species within the project area.
8. Ensure that construction activities do not result in the take of regulated species.
9. Ensure that construction activities comply with PLACs.
10. Immediately notify the Engineer of any take of regulated species or violation of a biological resource PLAC.

Add to section 14-6.03D(1):

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

Survey the job site for regulated species and submit a preconstruction survey report within 14 days before starting work.

The preconstruction survey report must include the following:

1. Detailed observations and locations where regulated species were observed
2. Statement that no regulated species were observed
3. Relevant Photos
4. GPS Locations and mapping of covered area
5. Datapoints of any significant observations
6. Field datasheets
7. Names of Surveyors
8. Dates of Surveys
9. Any other pertinent Data found from the Surveys

Submit an initial monitoring report as an informational submittal within 12 hours after starting ground-disturbing activities.

Submit monitoring reports according to the following schedule:

Monitoring type	Report schedule
Congdon's tarplant	Weekly
Nesting Birds	Weekly

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

The incident report must include:

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

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

1. Start and end dates of construction
2. Species protection measures and implementation details
3. Assessment of the effectiveness of the species protection measures in mitigating project impacts
4. Recommendations for improving species protection measures

Replace the 2nd paragraph of section 14-8.02 with:

Noise from job site activities must not exceed 86 dBA Lmax at 50 feet from the job site from 7 p.m. to 7 a.m..

Do not operate construction equipment or run equipment engines from 7:00 p.m. to 7:00 a.m. at the job site except to:

1. Service traffic-control facilities

2. Service construction equipment

Add to section 14-8.02:

Install temporary barriers providing a maximum of 10 dBA noise reduction when heavy construction activities occur within 70 feet of the residence at 15 Hartnell Road.

Add after the 2nd paragraph of section 14-11.12A:

This project includes removal of YELLOW THERMOPLASTIC TRAFFIC STRIPE that will produce hazardous waste residue.

Add after the 1st paragraph of 14-11.12E:

After the Engineer accepts the analytical test results, dispose of yellow thermoplastic and yellow paint hazardous waste residue at a Class 1 disposal facility located in California 60 days after accumulating 220 lb of residue.

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

Add to the 1st paragraph in section 14-11.13A:

The existing paint system on existing bridge no. 44C0110 will be disturbed as part of the work activities to remove the bridge. The paint system contains lead.

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

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

1. Orally within 48 hours after sampling
2. Within 5 days after sampling

Soil sampling results must include:

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

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

14-11.13D(1) General

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

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

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

14-11.13D(2) Air Monitoring

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

Collect and analyze air samples to detect lead under the NIOSH Method 7082 using a detection limit of at least 0.05 µg/m³. Collect and analyze air samples to detect other metals under NIOSH Method 7300 using a detection limit of at least 1 percent of the appropriate PEL specified by Cal/OSHA. You may use alternative methods of sampling and analysis with equivalent detection limits.

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

1. Average of 1.5 µg/m³ of air per day and 0.15 µg/m³ per day on a rolling 90-day basis. Calculate the average daily concentrations based on accumulated monitoring data and projections based on monitoring trends for the next 90 days or to the end of the work subject to the lead compliance plan if less than the specified averaging period.
2. 10 percent of the action level specified for lead by 8 CA Code of Regs §1532.1.
3. 10 percent of the appropriate PELs specified for other metals by Cal/OSHA.

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

14-11.13D(3) Soil Sampling for Debris Containment

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

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

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

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

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

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

This waste characterization testing must include:

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

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

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

1. Within 60 days after accumulating 220 lb of debris
2. At a DTSC-permitted Class I facility located in California

Make all arrangements with the operator of the disposal facility.

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

15 EXISTING FACILITIES

Add to the end of section 15-1.03C:

At least 2 business days before hauling the material to the salvaged material stockpile location, notify the Engineer.

The stockpile location is:

Wood Fence Boards
 Driveway #1 (exact location to be
 determined by the Engineer)

DIVISION III EARTHWORK AND LANDSCAPE

19 EARTHWORK

Add to the end of section 19-3.01A:

Structure excavation (culvert) includes structure excavation for warped wingwalls.

Structure backfill (culvert) includes structure backfill for warped wingwalls.

Replace the 4th paragraph in section 19-3.02G with:

Controlled low-strength material used to backfill beneath the culvert must have a minimum compressive strength of 100 psi at 28 days when tested under ASTM D4832.

Add to section 19-6.03D:

A 30-day embankment settlement period is required before constructing the approach pavement.

20 LANDSCAPE

Replace "Reserved" in section 20-1.01B with:

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

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

Scientific Name	Common Name
Avena spp.	Wild oat
Bromus spp.	Brome grass
Carpobrotus spp.	Iceplant
Conium maculatum	Poison hemlock
Hirschfeldia incana	Shortpod mustard
Malva parviflora	Cheeseweed mallow
Melilotus spp.	Sweet clover
Pennisetum clandestinum	Kikuyu grass
Raphanus sativus	Wild radish
Sylibum marianum	Milk thistle

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

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

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

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

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

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

Add to section 20-1.03C(4):

Before removing any poison hemlock, shortpod mustard, cheeseweed mallow, sweet clover, wild radish, or milk thistle plants under section 20-1.03C(3), cover seed pods or seed heads with clear plastic bags, and secure tightly to prevent seed dispersal. Ensure that plastic bags remain intact through disposal.

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

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

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

Plant cuttings within 2 days of being cut.

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

From 48 to 60 inches in length

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

From 1/2 to 2 inches in length

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

Apply root stimulant to:

1. Cuttings

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

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

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

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

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

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

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

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

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

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

Plant container plants between November 15 and March 1. Do not distribute more plants than can be planted and watered on that day.

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

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

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

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

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

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

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

Add to section 20-4.01A:

This project has a Type 2 plant establishment period. The plant establishment period will be 1 [calendar](#) year.

Add to section 20-4.03A:

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

Remove trash on a semi-annual basis. All trash removed from the planting areas shall be disposed of at an appropriate off-site location.

Replace section 20-4.03D with:

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

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

1. Only the use of United States EPA-approved herbicides suitable for aquatic settings (e.g. Rodeo, Aquamaster, or other herbicides(s) approved for use in aquatic settings) shall be permitted.
2. All herbicide use shall be subject to the prior approval of the Regional Water Quality Control Board.
3. Herbicide shall be applied by a licensed applicator.
4. No spraying shall be permitted if wind speed exceeds 3 miles per hour to prevent airborne transfer of herbicide.

that forms a mist and not a spray. Continue misting until the curing medium has been placed and the application of water for the water method has started. At the end of the curing period, remove the curing medium and apply curing compound on the top surface of the bridge deck during the same work shift under section 90-1.03B(3). The curing compound must be curing compound no. 1. The box culvert roof is considered a bridge deck.

Delete the 4th paragraph of section 51-1.03H.

AA

52 REINFORCEMENT

Replace section 52-4 with:

52-4 ELECTRIC-RESISTANCE WELDED STIRRUPS FOR CONCRETE BARRIER REINFORCEMENT CAGES

52-4.01 GENERAL

52-4.01A Summary

Section 52-4 includes specifications for welding longitudinal support wire to stirrups using electric-resistance welding (ERW) to partially fabricate reinforcing cages for concrete barriers.

Electric-resistance welded supports may be used only for concrete barrier stirrups on structures.

You may use ERW to weld support wire to no.5 reinforcing bars or smaller. The support wire must be W 6.5 or smaller.

52-4.01B Definitions

partially fabricated reinforcing cage: Stirrups for concrete barrier reinforcing cages held in position by welded longitudinal support wires.

lot: 150 count, or fraction thereof, of welds for each size of reinforcing bar and support wire and for each change to the welding equipment settings.

52-4.01C Submittals

52-4.01C(1) General

Not Used

52-4.01C(2) Certificate of Compliance

Submit a certificate of compliance for each shipment of partially fabricated cages. Include with the submittal:

1. Identification of each cage including lot numbers, welds traceable by welding clamp, and location tracking information.
2. Grade and size of welded reinforcement used for the stirrups and support wire.
3. For the reinforcing bar and support wire:
 - 3.1. Heat number
 - 3.2. Mill certificate

52-4.01C(3) Test Samples

Submit QA test samples to METS.

Include copies of certificates of compliance with the test samples.

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52-4.01C(4) Welding Quality Control Plan

Submit 2 copies of a welding QC plan for each subcontractor or supplier performing ERW. The QC plan must include:

1. WPSs
2. Names and certifications of welding personnel
3. Welding procedures including current setting, welding clamp force, weld time, and hold time for each size of reinforcement to be welded
4. Welding equipment manufacturer's operating instructions including the recommended calibration frequency of the welding equipment
5. Documentation of ERW equipment calibration
6. Fabricator's *QC Process Control Manual*
7. Method for identifying welds and tracking lots

For the contents, format, and organization required for a welding QC plan, go to the METS website.

52-4.01C(5) Shop Drawings

Submit shop drawings showing the stirrup positioning, welded connections of the support wire to the stirrups, and welding equipment layout. Allow 15 days for the Engineer's review.

52-4.01C(6) Prefabrication Test Results

Submit the prefabrication test results within 3 days of prefabrication testing. The prefabrication test results must include:

1. Contract number
2. Bridge number
3. Welds identified by welding clamp
4. Reinforcement and support wire sizes
5. Test specimen length
6. Physical condition of test samples
7. Notable defects
8. Ultimate tensile strength of each sample
9. Location of necking area of each sample

Allow 3 business days for the Engineer's review.

52-4.01C(7) Quality Control Test Reports

Submit a QC test report within 7 days of testing for each lot. The report must be prepared by the authorized laboratory performing the testing. The report must be signed by the QC manager. For each lot, the report must include:

1. Contract number
2. Bridge number
3. Lot numbers with welds identified by welding clamp
4. Installed location of completed cages
5. Reinforcement and support wire sizes
6. Cage types
7. Cage lengths
8. Test specimen length
9. Physical condition of test samples
10. Notable defects
11. Ultimate tensile strength of each sample
12. Location of necking area of each test sample

Allow 3 business days for the Engineer's review.

52-4.01D Quality Assurance

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52-4.01D(1) General

Provide a welding QC manager. The QC manager must be registered as a civil engineer in the State or currently certified as a CWI.

52-4.01D(2) Prewelding Meeting

Before submitting a welding QC plan, hold a prewelding meeting to discuss the work and the requirements for the welding QC plan. The meeting attendees must include the Engineer, your welding QC manager, and a representative from each entity performing welding or welding inspection.

52-4.01D(3) Test Samples

Samples must be a minimum length of 4 feet of bar reinforcing steel with a support wire welded at midpoint. You may furnish shorter length samples if authorized.

Prepare the samples using the same materials, procedures, equipment, and equipment settings used in the work.

The welding clamps that produce the samples are determined by the Engineer.

Prepare QC test samples and the Department acceptance test samples concurrently:

1. During fabrication of samples representing the 1st lot
2. From 1 of every 5 subsequent lots, or fraction thereof, randomly selected by the Engineer

After receiving notification that lots are ready for QC testing, the Engineer (1) randomly selects test samples to represent each lot and (2) places tamper-proof markings or seals on the test samples.

Before transporting test samples to an authorized laboratory and METS:

1. Securely bundle and package the test samples for each test in a way that preserves their condition during transportation
2. Identify each test sample by lot number and Contract number using weatherproof markings
3. Attach a completed Sample Identification Card to each bundle

If a sample show signs of tampering before testing, the sample is rejected.

52-4.01D(4) Quality Control

52-4.01D(4)(a) General

Test the samples for tensile strength under California Test 670, Section E, Part III, Tensile Test.

Tensile testing must be performed by an authorized laboratory. The laboratory must be on the Authorized Laboratories List for testing reinforcing steel splices.

52-4.01D(4)(b) Prefabrication Testing

Before the start of fabrication of production cages, prepare 4 samples from each welding clamp.

Notify the Engineer at least 5 business days before fabricating the samples.

If 3 or more of the 4 samples from each welding clamp attain the specified minimum tensile strength, the Department accepts the prefabrication test results.

If 2 of the 4 samples attain the specified minimum tensile strength, determine the cause of the failure and take corrective action as specified in section 52-4.01D(4)(c). Fabricate 4 additional samples from the clamp that produced the noncompliant samples, and perform tensile tests until at least 3 of the 4 samples attain the specified minimum tensile strength.

Do not start fabrication of production cages until the Department accepts the test results.

52-4.01D(4)(c) Fabrication Testing

During fabrication of production cages, for each lot prepare 8 test samples.

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At least 5 business days before performing fabrication testing, notify the Engineer of:

1. Date of the testing
2. Location of the authorized laboratory where the tests will be conducted
3. Number of lots to be tested

Do not perform tests on test samples from bundles containing fewer than 8 samples. Test 4 of the samples. The Engineer determines the samples to be tested.

If 3 or more of the 4 samples from a lot attain the specified minimum tensile strength, the Department accepts the lot.

If 2 of the 4 samples from a lot attain the specified minimum tensile strength, perform additional tests on the remaining samples. If any of the additional samples do not attain the specified minimum tensile strength, the Department rejects the lot.

If a lot is rejected, stop production until the following corrective actions have been performed:

1. QC manager reviews your QC process
2. You have prepared a welding rejection mitigation report describing:
 - 2.1. Cause of the failure
 - 2.2. Method used to identify the cause of failure
 - 2.3. Identification of affected lots
 - 2.4. Provisions for preventing similar failures in future lots
 - 2.5. Procedure for repairing or replacing the welded connections in the rejected lot
3. Engineer has notified you that the welding rejection mitigation report is authorized

52-4.01D(5) Department Acceptance

The Department accepts lots based on your QC tension test results specified in section 52-4.01D(4)(c).

The Department performs tensile test on samples from the 1st lot and from 1 of every 5 subsequent lots, or fraction thereof, randomly selected by the Engineer.

If 3 or more of the 4 samples attain the specified minimum tensile strength, the Department accepts the lot.

If 2 of the 4 samples attain the specified minimum tensile strength, fabricate 4 additional samples using the same materials and welding machine settings as the noncompliant lot. If any of the 4 additional samples do not attain the minimum specified tensile strength, the Department rejects the lot.

If QC and Department acceptance testing results have different compliance determinations, the Department will perform QA testing for all subsequent lots until QC testing and the Department testing are consistent for 2 consecutive lots before resuming testing for 1 of every 5 lots, or fraction thereof, as determined by the Engineer.

52-4.02 MATERIALS

52-4.02A General

Reinforcing bars must comply with ASTM A706, Grade 60.

Support wire must comply with the specifications for plain wire in ASTM A1064.

The tensile strength of reinforcing bars with the support wire welded to the bar must be at least 80,000 psi.

52-4.02B Fabrication

Perform ERW at a fabrication shop using computer-controlled equipment.

Weld the support wire to the stirrups. The stirrups must be positioned as shown. The support wire must be capable of maintaining the dimensions, position, and shape of the stirrups until the cage is complete.

52-4.03 CONSTRUCTION

HARTNELL ROAD BRIDGE REPLACEMENT PROJECT
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Provide bracing to avoid collapse of the cage during assembly, transportation, and placement as needed.

Field tack welding of support wire to reinforcement is not allowed.

Wiring longitudinal reinforcement at each stirrup intersection is not required.

52-4.04 PAYMENT

Not Used

AA

53 SHOTCRETE

Add to section 53-1.03D:

If shotcrete is used to construct the warped wingwalls, the shotcrete surface must receive a broom finish.

AA

60 EXISTING STRUCTURES

Add to section 60-2.01A:

Remove the following structures or portions of structures:

Bridge no./Structure name	Description of work
44C-0110 / Hartnell Road Bridge	Complete removal

AA

68 SUBSURFACE DRAINS

Replace *Reserved* in section 68-5 with:

68-5.01 GENERAL

Section 68-5 includes specifications for installing permeable material blankets in the infiltration trench.

68-5.02 MATERIALS

Permeable material for permeable material blanket must be Class 2 and must comply with section 68-2 except for payment.

Filter fabric must comply with section 96-1.02B.

68-5.03 CONSTRUCTION

Place filter fabric as follows:

- 1. Ensure the subgrade complies with the compaction and elevation tolerance specified for the material involved before placing the filter fabric on the subgrade.
- 2. Handle and place filter fabric under the manufacturer's instructions.
- 3. Align and place the fabric without wrinkles.
- 4. Overlap or stitch adjacent borders of the fabric from 12 to 18 inches. The preceding roll must overlap the following roll in the direction the permeable material is being spread or must be stitched. If the fabric is joined by stitching, the fabric must be stitched with yarn of a contrasting color. The size and

composition of the yarn must be as recommended by the fabric's manufacturer. There must be 5 to 7 stitches per inch of seam.

- 5. Cover the fabric with the planned thickness of permeable material or aggregate subbase material as shown within 24 hours after the filter fabric has been placed.
- 6. Maintain at least 6 inches of the material between the fabric and your equipment during spreading and compaction of the permeable material and aggregate subbase. Where embankment material is to be placed on the filter fabric, maintain at least 18 inches of embankment material between the fabric and your equipment. Do not operate or drive equipment or vehicles directly on the filter fabric.

68-5.04 PAYMENT

The payment for Class 2 Permeable Material (Blanket) includes filter fabric and permeable material. Excavation for the infiltration trench is paid for as Roadway Excavation.

AA

DIVISION IX TRAFFIC CONTROL DEVICES
83 RAILINGS AND BARRIERS

Add to section 83-2.01:

83-2.01C Vegetation Control Mat

83-2.01C(1) Rubber Vegetation Control Mat

83-2.01C(1)(a) General

83-2.01C(1)(a)(i) Summary

Section 83-2.01C(1) includes specifications for installing rubber vegetation control mat around railing, barrier posts, and roadside signs.

Constructing rubber vegetation control mat includes clearing, excavation, and backfill.

83-2.01C(1)(a)(ii) Definitions

Not Used

83-2.01C(1)(a)(iii) Submittals

Submit the following:

- 1. One square-foot sample of rubber mat
- 2. Copy of the manufacturer's product sheet and instructions for installation
- 3. Certificate of compliance for:
 - 3.1. Rubber mat
 - 3.2. Adhesive caulking

83-2.01C(1)(a)(iv) Quality Assurance

Rubber mat with cuts other than those required for installation will be rejected. Rubber mat may have markings to help align and center the mat for cutting and installation.

83-2.01C(1)(b) Materials

83-2.01C(1)(b)(i) General

Not Used

83-2.01C(1)(b)(ii) Rubber Mat

Rubber mat must:

1. Be polymerically bound 100 percent styrene butadiene rubber (SBR) recycled tire rubber that:
 - 1.1. May include polyester based tire fiber
 - 1.2. Must be free of metal
2. Be black or near black in color, with less than 15 percent small color chip
3. Be fire retardant
4. Have a minimum thickness of 0.5 inch and 0.25 inch at the edges of overlap to form 0.5 inch with a combined maximum thickness of 1.0 inch
5. Weigh at least 26 lb/sq yd with individual pieces not exceeding 50 lb
6. Be available as a minimum 48-inch-wide individual mat or 48-inch-wide-by-50-foot seamless roll product

Rubber mat must comply with the minimum requirements shown in the following table:

Rubber Mat

Quality characteristic	Test method	Requirement
Density	ASTM D3676	68.3 lb/cu ft
Hardness	ASTM D2240 - Shore	A65 ± 5
Abrasion	ASTM D4060 - 2000 cycles taber abraser 1kg	0.32 to 0.35g loss
Flammability	ASTM D2859 - Pill test	Excellent value of 3.6

83-2.01C(1)(b)(iii) Adhesive Caulking

Adhesive caulking must be styrene butadiene styrene (SBS) modified bitumen.

83-2.01C(1)(b)(iv) Fasteners

Fasteners for the rubber mat must be steel spikes and comply with the manufacturer's instructions.

83-2.01C(1)(b)(v) Pre-emergent Herbicide

Use pre-emergent herbicide from the Department's approved chemical list for all areas to receive rubber mat. Pre-emergent herbicide must be oxadiazon granular pre-emergent herbicide and comply with section 20-1.02C.

83-2.01C(1)(c) Construction

83-2.01C(1)(c)(i) General

Not Used

83-2.01C(1)(c)(ii) Clearing

Areas to receive rubber mat must be cleared of vegetation, trash, and debris. Dispose of removed material.

83-2.01C(1)(c)(iii) Earthwork

Grade areas to receive the rubber mat to a smooth, uniform surface and compact to a relative compaction of not less than 90 percent. Grading must comply with section 19.

Unless otherwise specified in section 14-11, spread surplus material uniformly adjacent to the roadway.

83-2.01C(1)(c)(iv) Pre-emergent Herbicide

Before installing rubber mat, treat the soil with pre-emergent herbicide at the maximum label rate under section 20-1.03B. Do not apply pre-emergent herbicide more than 6 inches beyond the edge of the mat. Complete pre-emergent herbicide application and mat placement within the same day.

83-2.01C(1)(c)(v) Rubber Mat Placement

Place rubber mat snugly around each post. The openings at post holes must be one of the following:

1. Precut by the manufacturer

HARTNELL ROAD BRIDGE REPLACEMENT PROJECT
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2. Fabricated in the field by hand cutting mats
3. Formed by punching the guardrail posts through the mat material

For centering and alignment, rubber mat may have consistent markings for cutting and installing the mat. Make cuts and seams as necessary in rubber mat to accommodate the edge of road and guardrail post along sharp curves.

Secure rubber mat to grade with fasteners as recommended by the mat manufacturer.

Seal joints between individual rubber mats and adjacent posts, pavement edge, curbs and dikes with adhesive caulking to full thickness of the mat. Do not leave gaps at sealed joints.

Trim perimeter of rubber mat to provide a uniform edge.

Upon completion, the rubber mat surface must be flat, smooth, and in uniform contact with the soil, without air pockets, bulges, or wrinkles.

The finished elevation of the rubber mat must maintain planned flow lines, slope gradients, and contours of the job site.

83-2.01C(1)(d) Payment

Not Used

83-2.01C(2) Fiber Vegetation Control Mat

83-2.01C(2)(a) General

83-2.01C(2)(a)(i) Summary

Section 83-2.01C(2) includes specifications for installing fiber vegetation control mat around railing, barrier posts, and roadside signs.

Constructing fiber vegetation control mat includes clearing, excavation, and backfill.

83-2.01C(2)(a)(ii) Definitions

Not Used

83-2.01C(2)(a)(iii) Submittals

Submit the following:

1. One square-foot sample of fiber mat
2. Copy of the manufacturer's product sheet and installation instructions
3. Certificate of compliance for:
 - 3.1. Fiber mat and post collars
 - 3.2. Crack treatment
 - 3.3. Adhesive caulking

83-2.01C(2)(a)(iv) Quality Assurance

Not Used

83-2.01C(2)(b) Materials

83-2.01C(2)(b)(i) General

Not Used

83-2.01C(2)(b)(ii) Fiber Mat

Fiber mat must:

1. Be a commercial vegetation control product consisting of a composite of polyester base fiber and vinyl chloride resin
2. Be permeable to air and water and able to prevent sunlight from reaching the soil surface

3. Be resistant to ultraviolet light, mildew, and algae
4. Contain no herbicides
5. Be fire retardant
6. Be a continuous-roll product, up to 250-foot-long
7. Have a minimum thickness of 0.25 inch and a minimum weight of 1.8 lb/sq yd
8. Be black, tan, or green

Fiber mat must come with preformed, equally spaced openings for posts, except where installed at guardrail terminal systems.

Furnish prefabricated post collars and joining strips of the same material. Collars must fit snugly around each post with a gap no greater than 1/4 inch. Joining strips must be 4 inches in width.

83-2.01C(2)(b)(iii) Adhesive Caulking

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

83-2.01C(2)(b)(iv) Crack Treatment

Crack treatment material must be on the authorized material list for asphalt concrete pavement (flexible pavement) crack treatment material and comply with Type 5 in section 37.5.

83-2.01C(2)(b)(v) Fasteners

Fasteners for fiber mat must be hooked stakes, stainless steel spikes with washers, or staples as recommended by the mat manufacturer.

83-2.01C(2)(b)(vi)

Use pre-emergent herbicide from the Department's approved chemical list for all areas to receive fiber mat. Pre-emergent herbicide must be oxadiazon granular pre-emergent herbicide and comply with section 20-1.02C.

83-2.01C(2)(c) Construction

83-2.01C(2)(c)(i) General

Not Used

83-2.01C(2)(c)(ii) Clearing

Areas to receive fiber mat must be cleared of vegetation, trash, and debris. Dispose of removed material.

83-2.01C(2)(c)(iii) Earthwork

Grade areas to receive the mat to a smooth, uniform surface and compact to a relative compaction of not less than 90 percent. Grading must comply with section 19.

Unless otherwise specified in section 14-11, spread surplus material uniformly adjacent to the roadway.

83-2.01C(2)(c)(iv) Pre-emergent Herbicide

Before installing the fiber mat, treat the soil with pre-emergent herbicide under section 20-1.03B. Do not apply pre-emergent herbicide more than 6 inches beyond the edge of the mat. The soil application and mat placement must be completed within the same day.

83-2.01C(2)(c)(v) Fiber Mat Placement

Place fiber mat around each post.

Make cuts and seams as necessary in fiber mat to accommodate the edge of road and guardrail post along sharp curves.

Secure the fiber mat in place with fasteners as recommended by the mat manufacturer.

Overlap the edge of pavement, curbs, dikes or adjacent fiber mat at least 2 inches and trim to a straight and uniform edge. Secure edges between the fiber mat and pavement with crack treatment and fill gaps to the full thickness of the fiber mat.

Seal seams and joints between the fiber mat pieces with adhesive caulking along the full width and thickness of the mat. Staple and apply joining strip. Do not leave gaps at sealed joints.

Place prefabricated post collars over each post after the fiber mat has been installed and secure perimeter with adhesive caulking. Fill any gap between the collar and post with adhesive caulking.

Upon completion, the fiber mat surface must be flat, smooth, and in uniform contact with the soil, without air pockets, bulges or wrinkles. Do not place any aesthetic materials such as textured rock material, mulch, decorative rock, etc. on top of mats.

The finished elevation of the fiber mat must maintain the planned flow lines, slope gradients, and contours of the job site.

83-2.01C(2)(d) Payment

Not Used

Replace item 1 in the list in the 2nd paragraph of section 83-2.02C(1)(a) with:

1. Wood line posts.

Replace item 2 in the list in the 2nd paragraph of section 83-2.02C(1)(a) with:

2. Wood blocks for line posts.

Add to section 83-2.02C(1)(a):

The exposed bolt threads on guardrail beyond the nut that are more than 0.5 inch must be cut off.

Replace Reserved in section 83-2.02C(3) with:

The offset from the face of the Type WB-31 transition railing to the hinge point must be at least 3'-6".

The offset from the face of the adjacent midwest guardrail system to the hinge point must be transitioned from the offset at the Type WB-31 transition railing to 4'-0" using a ratio of 6:1.

Replace Reserved in section 83-4.02 with:

83-4.02 CRASH CUSHION

Crash cushions, conforming to the requirements of the QuadGuard M10 System as manufactured by Trinity Highway or equal quality system, that conforms to Test Level 3 of the National Cooperative Highway Research Program (NCHRP) Report 350, shall be furnished and installed as shown on the plans in accordance with the manufacturer's installation instructions.

The Contractor shall provide the Engineer with one copy of the manufacturer's plans and parts list for each crash cushion system installed.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in accordance with the provisions of Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications. The Certificate shall certify that the crash cushion system complies with contract plans and specifications, conforms to the prequalified design and material requirements, and was manufactured in accordance with the approved quality control program.

The contract unit price paid for crash cushion shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in approach rail end crash cushions, complete in place, including transition assembly, subgrade preparation, concrete pad installation, and all necessary hardware, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

AA

84 MARKINGS

Replace Reserved in section 84-9.03C with:

Residue from the removal of painted or thermoplastic traffic stripes and pavement markings contains lead from the paint or thermoplastic. The average lead concentrations are less than 1,000 mg/kg total lead and 5 mg/L soluble lead. This residue:

1. Is a nonhazardous waste
2. Does not contain heavy metals in concentrations exceeding the thresholds established by the Health and Safety Code and 22 CA Code of Regs
3. Is not regulated under the Federal Resource Conservation and Recovery Act (RCRA), 42 USC § 6901 et seq.

Management of this material exposes workers to health hazards that must be addressed in your lead compliance plan.

AA

**DIVISION XI MATERIALS
90 CONCRETE**

Add to section 90-1.01C:

90-1.01C(11) Polymer Fibers

Submit fiber manufacturer's product data and instructions for use.

Submit a certificate of compliance for each shipment and type of fibers.

Replace the row for bridge deck concrete in the table in the 1st paragraph of section 90-1.02A with:

Bridge deck concrete	0.032
----------------------	-------

Add to section 90-1.02:

90-1.02K Polymer Fibers

Fibers must comply with ASTM D7508. Microfibers must be from 1/2 to 2 inches long. Macrofibers must be from 1 to 2-1/2 inches long.

AA

96 GEOSYNTHETICS

Add to section 96-1.02B:

Filter fabric for Infiltration Trench must be Class A.

APPENDIX I - SAMPLE CONTRACT

SAMPLE CONTRACT

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 3854

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

(1) **THE WORK**

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

**FOR CONSTRUCTION OF THE HARTNELL RD BRIDGE REPLACEMENT PROJECT
IN MONTEREY COUNTY NEAR SALINAS
Federal Aid Project No.: BRLO-5944 (103)**

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

- (a) The Standard Specifications, dated 2015, and the Standard Plans, dated October 30, 2015, including issued revision through April 20, 2018 or latest, of the State of California, Department of Transportation.
- (b) A set of plans and cross sections (when applicable) entitled:

**FOR CONSTRUCTION OF THE HARTNELL RD BRIDGE REPLACEMENT PROJECT
IN MONTEREY COUNTY NEAR SALINAS
Federal Aid Project No.: BRLO-5944 (103)**

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

- (e) The Payment and Performance bonds required
- (g) Certificate of Insurance
- (h) The accepted bid/proposal including the following:
 - (1) List of Subcontractors
 - (2) Equal Employment Opportunity Certification
 - (3) Public Contract Code
 - Section 10285.1 Statement
 - Section 10162 Questionnaire
 - Section 10232 Statement
 - (4) Noncollusion Declaration
 - (5) Debarment and Suspension Certification
 - (6) NonLobbying Certification For Federal-Aid Contracts
 - (7) Disclosure of Lobbying Activities
 - (8) Instructions For Completion of SF-LLL, Disclosure of Lobbying Activities
 - (9) Statement Concerning Employment of Undocumented Aliens
 - (10) Contractor's Certificate As To Workers' Compensation
 - (11) List of Satisfied Public Agencies
 - (12) Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
 - (13) Instructions-Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
 - (14) Exhibit 15-H DBE Information-Good Faith Efforts
 - (15) Bidder's Bond

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

2. WORKERS' COMPENSATION

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

3. CONTRACT PRICE

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

**FOR CONSTRUCTION OF THE HARTNELL RD BRIDGE REPLACEMENT PROJECT
IN MONTEREY COUNTY NEAR SALINAS
Federal Aid Project No.: BRLO-5944 (103)**

CONTRACT PRICE**BID:****HARTNELL ROAD BRIDGE REPLACEMENT****County Project No: 3854****Federal Aid Project No: BHLO-5944(103)**

ITEM NO.	ITEM CODE	F, S, P	CONTRACT ITEM	UNIT	QUANTITY	UNIT COST	AMOUNT
1	050000A		OBTAIN CALTRANS ENCROACHMENT DOUBLE PERMIT	LS	1		
2	050001A		CONSTRUCTION STAKING	LS	1		
3	066105		RESIDENT ENGINEERS OFFICE RENTAL AND MAINTENANCE COST	LS	1		
4	066578		PORTABLE CHANGEABLE MESSAGE SIGN	EA	2		
5	070030		LEAD COMPLIANCE PLAN	LS	1		
6	080050		PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS	1		
7	120090		CONSTRUCTION AREA SIGNS	LS	1		
8	120100		TRAFFIC CONTROL SYSTEM	LS	1		
9	130100		JOB SITE MANAGEMENT	LS	1		
10	130300		PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1		
11	130330		STORM WATER ANNUAL REPORT	EA	1		
12	130640		TEMPORARY FIBER ROLL	LF	1,750		
13	130710		TEMPORARY CONSTRUCTION ENTRANCE	EA	2		
14	130900		TEMPORARY CONCRETE WASHOUT	EA	2		
15	131103		WATER QUALITY SAMPLING AND ANALYSIS DAY	EA	10		

HARTNELL ROAD BRIDGE REPLACEMENT PROJECT
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16	131104		WATER QUALITY MONITORING REPORT	EA	10		
17	131105		WATER QUALITY ANNUAL REPORT	EA	1		
18	131201		TEMPORARY CREEK DIVERSION SYSTEMS	LS	1		
19	146002		CONTRACTOR-SUPPLIED BIOLOGIST (LS)	LS	1		
20	160110		TEMPORARY HIGH-VISIBILITY FENCE	LS	1,260		
21	170103		CLEARING AND GRUBBING	LS	1		
22	190101		ROADWAY EXCAVATION	CY	4,580		
23	192025	F	STRUCTURE EXCAVATION (CULVERT)	CY	1,054		
24	193004	F	STRUCTURE BACKFILL (CULVERT)	CY	198		
25	193005A	F	STRUCTURE BACKFILL (CONTROLLED LOW-STRENGTH MATERIAL)	CY	142		
26	204008		PLANT (GROUP H)	EA	110		
27	204013		PLANT (GROUP M)	EA	600		
28	204099		PLANT ESTABLISHMENT WORK	LS	1		
29	210430		HYDROSEED	SQFT	57,200		
30	260203		CLASS 2 AGGREGATE BASE (CY)	CY	1,810		
31	390132		HOT MIX ASPHALT (TYPE A)	TON	1,150		
32	394073		PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	260		
33	510054	F	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	CY	60		
34	510058A	F	STRUCTURAL CONCRETE, WARPED WINGWALL	CY	115		
35	510090	F	STRUCTURAL CONCRETE, BOX CULVERT	CY	107		
36	520104A	P	BAR REINFORCING STEEL (WARPED WINGWALL)	LB	22,996		
37	520107	P	BAR REINFORCING STEEL (BOX CULVERT)	LB	52,815		
38	600097		BRIDGE REMOVAL	LS	1		
39	682042		CLASS 2 PERMEABLE MATERIAL (BLANKET)	CY	81		
40	722020		GABIONS	CY	137		
41	729011		ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SQYD	52		
42	782120		RELOCATE MAILBOX	EA	4		

HARTNELL ROAD BRIDGE REPLACEMENT PROJECT
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43	800052	P	FENCE (TYPE WM, WOOD POST)	LF	460		
44	800103		TEMPORARY FENCE (TYPE CL-6)	LF	1,740		
45	803020		REMOVE FENCE	LF	480		
46	803060		REMOVE GATE	EA	1		
47	803080		SALVAGE FENCE	LF	230		
48	803100		RECONSTRUCT FENCE	LF	150		
49	810230	P	PAVEMENT MARKER (RETROREFLECTIVE)	EA	76		
50	820250		REMOVE ROADSIDE SIGN	EA	2		
51	820610		RELOCATE ROADSIDE SIGN	EA	2		
52	832005	P	MIDWEST GUARDRAIL SYSTEM	LF	100		
53	832073	P	VEGETATION CONTROL MAT (RUBBER OR FIBER)	SQYD	110		
54	839539		TERMINAL SYSTEM (TYPE SKT)	EA	3		
55	839543	P	TRANSITION RAILING (TYPE WB-31)	EA	3		
56	839607A	P	CRASH CUSHION (QUADGUARD M10)	EA	1		
57	839741	F	CONCRETE BARRIER (TYPE 836)	LF	66		
58	839746	F	CONCRETE BARRIER (TYPE 842)	LF	66		
59	840505		6" THERMOPLASTIC TRAFFIC STRIPE	LF	3,510		
60	995200		IRRIGATION WATER SERVICE CHARGES	LS	1		
61	999990		MOBILIZATION	LS	1		
TOTAL COST							

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

4. FEDERAL FORM 1273

Federal Form 1273 is included in this Contract as Exhibit A in Appendix II and is incorporated herein by reference.

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: Randell Ishii
Title: Director of Public Works, Facilities,
and Parks

Dated: _____

By: _____

Name: Gary Giboney
Title: Chief Deputy Auditor-Controller

Date: _____

APPROVE AS TO FORM

APPROVE AS TO INDEMNITY/
INSURANCE LANGUAGE

By: _____

Name: Mary Grace Perry
Title: Deputy County Counsel

Date: _____

By: _____

Name: 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 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.

HARTNELL ROAD BRIDGE REPLACEMENT PROJECT
Federal Project No.: BRLO-5944 (103)
PROJECT NO. 3854

COUNTY OF MONTEREY

PAYMENT BOND

(Civil Code Section 9550)

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

**FOR CONSTRUCTION OF THE HARTNELL RD BRIDGE REPLACEMENT PROJECT
IN MONTEREY COUNTY NEAR SALINAS
Federal Aid Project No.: BRLO-5944 (103)**

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 _____, 201____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal

By _____

Name and Title _____

(Corporate Seal)

Surety

By _____

Name and Title _____

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

COUNTY OF MONTEREY

PERFORMANCE BOND

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

**FOR CONSTRUCTION OF THE HARTNELL RD BRIDGE REPLACEMENT PROJECT
IN MONTEREY COUNTY NEAR SALINAS
Federal Aid Project No.: BRLO-5944 (103)**

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

APPENDIX II – EXHIBITS AND FORMS

EXHIBIT A

FORM FHWA-1273

FHWA-1273 -- Revised May 1, 2012

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

- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-

1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

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

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

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

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

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

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

2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and 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, fringe 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.

FHWA-1273 -- Revised May 1, 2012

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 or default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * *

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

* * * * *

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Distribution Original copy -DLAE

Copy -1) Business Enterprise Program 2) Prime Contractor 3) Local Agency 4) Resident Engineer

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

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CHANGE IN CERTIFICATION STATUS REPORT

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

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

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

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

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

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

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

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

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

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

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

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program	Column to be used
If program status shows DBE only with no other programs listed	DBE

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

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

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

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

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

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

FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTOR'S ANNUAL EEO REPORT

OMB NO. 2125-0019

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTOR'S ANNUAL EEO REPORT**

Local Agency Contract No. **JULY 20**
Report For

1. CHECK APPROPRIATE BLOCK Contractor Subcontractor	2. NAME AND ADDRESS OF FIRM	3. FEDERAL-AID PROJECT NUMBER	4. TYPE OF CONSTRUCTION
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5. COUNTY AND STATE	6. PERCENT COMPLETE	7. BEGINNING CONSTR. DATE	8. DOLLAR AMOUNT OF CONTRACT
		9. ESTIMATED PEAK EMPLOYMENT Number of Employees	(a) (b)

JOB CATEGORIES	10. EMPLOYMENT DATA										Table B						
	Table A					Table C					Table B						
	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	
OFFICIALS (Managers)																	
SUPERVISORS																	
FOREMEN/WOMEN																	
CLERICAL																	
EQUIPMENT OPERATORS																	
MECHANICS																	
TRUCK DRIVERS																	
IRONWORKERS																	
CARPENTERS																	
CEMENT MASONS																	
ELECTRICIANS																	
PIPEFITTERS, PLUMBERS																	
PAINTERS																	
LABORERS, SEMI-SKILLED																	
LABORERS, UNSKILLED																	
TOTAL																	

11. PREPARED BY: (Signature and Title of Contractor's Representative)	DATE
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12. REVIEWED BY: (Signature and Title of Local Agency Official)	DATE
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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

Form FHWA-1391 (Rev. 3-92) Electronic PREVIOUS EDITION ARE OBSOLETE

HARTNELL ROAD BRIDGE REPLACEMENT PROJECT
Federal Project No.: BRLO-5944 (103) State Project No.: 0500020138L-N
PROJECT NO. 3854

LOCAL AGENCY CONTRACTORS AND SUBCONTRACTORS INSTRUCTIONS FOR
COMPLETING FHWA 1391 FORM

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

WHO MUST REPORT:

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

REPORT DATA:

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

DUE DATE:

Due on or before the 15th of August.

DEFINITION OF TERMS:

- OFFICIALS (Managers):** Officers, project engineers, superintendents, etc., who have management level responsibility and authority.
- SUPERVISORS:** All levels of project supervision, if any, between management and foremen levels.
- FOREMEN/WOMEN:** Men and women in direct charge of crafts workers and laborers performing work on the project.
- MECHANICS:** Equipment service and maintenance personnel.
- LABORERS, SEMI-SKILLED:** All laborers classified by specialized type of work.
- LABORERS, UNSKILLED:** All Non-classified laborers.
- OTHERS:** Miscellaneous job classifications are to be incorporated in the most appropriate category listed on the form. All employees on the project should be accounted for.

BLOCK ENTRIES

- (1) CHECK APPROPRIATE BLOCK – Check only one box.
- (2) NAME AND ADDRESS OF FIRM – Enter the firm's name, street address, city, town, state and zip code. Do not abbreviate.
- (3) FEDERAL-AID PROJECT NUMBER – Enter all Federal-aid project number(s) associated with the contract number. (If you are a subcontractor and do not know the Federal-aid project number, contact the prime contractor).
- (4) TYPE OF CONSTRUCTION – Enter type of work associated with the contract number. (If you are a subcontractor and do not know the type of construction, contact the prime contractor).
- (5) COUNTY AND STATE – Enter all county(ies) and state(s) associated with the contract number. (If you are a subcontractor and do not know the county(ies) and state(s), contact the prime contractor).
- (6) PERCENT COMPLETE – Enter percentage completed, based on the dollar amount of the contract completed.
- (7) BEGINNING CONSTR. DATE – Enter date construction began.
- (8) DOLLAR AMOUNT OF CONTRACT – Enter dollar amount of contract, including amended amounts.
- (9) ESTIMATED PEAK EMPLOYMENT –
 - (a) Month and Year – Enter month and year of peak employment during the life cycle of the contract.
 - (b) Number of Employees – Enter number of employees, based on the peak employment during the life of the contract.
- (10) EMPLOYMENT DATA –
 - (Table A) – Enter number of employee(s) based on race, gender and job category during the reporting period.
 - (Table B) – Enter number of apprentice(s) and on-the-job trainee(s) based on gender and job category during the reporting period.
 - (Table C) – Enter number of apprentice(s) and on-the-job trainee(s) based on race and gender during the reporting period.
- (11) PREPARED BY – Signature and Title of Contractor's Representative certifying the reported data to be true.
- (12) REVIEWED BY – Signature and Title of Local Agency Official reviewing data.

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

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

FORM FHWA-1022



NOTICE

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

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

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

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

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

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

State Transportation Agency	U.S. Department of Transportation Hotline for Fraud, Waste, & Abuse 1-800-424-9071	Federal Highway Administration Division Administrator
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APPENDIX III – EXHIBIT 12-G