

County of Humboldt • Department of Public Works
106 Second Street • Eureka • CA • 95501 • (707) 445-7652



SPECIAL PROVISIONS

NOTICE TO CONTRACTORS,
PROPOSAL AND CONTRACT

FOR

**CENTRAL AVENUE (4L800) HIGHWAY SAFETY
IMPROVEMENT PROJECT FROM ANNA SPARKS WAY TO
HILLER ROAD**

**PROJECT NO.: HSIPL-5904 (131)
CONTRACT NO.: 213003**

45 WORKING DAYS

FOR USE WITH Standard Specifications dated 2010,
Standard Plans dated 2010, Prevailing Wage Rates,
Labor Surcharge and Equipment Rental Rates

BIDS OPEN: APRIL 5, 2016 AT 2:00 PM

Clerk of the Board's Office
Humboldt County Courthouse
825 Fifth Street, Suite 111
Eureka, CA 95501

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PROJECT NO.: HSIPL-5904 (131)
CONTRACT NO.: 213003

Prepared by

County of Humboldt
Department of Public Works
1106 Second Street
Eureka, CA 95501

Recommended:



Jillian Gayheart Tilles
RCE 76433, Expires 12/31/2016

2/16/2016

Date



Approved:



Tony R. Seghetti
RCE 63714, Expires 09/30/2016

2/16/16

Date



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Standard Plans List

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSP) listed below are included in the project plans.

ABBREVIATIONS, LINES, SYMBOLS AND LEGEND

A10A	Abbreviations (Sheet 1 of 2)
A10B	Abbreviations (Sheet 2 of 2)
A10C	Lines and Symbols (Sheet 1 of 3)
A10D	Lines and Symbols (Sheet 2 of 3)
A10E	Lines and Symbols (Sheet 3 of 3)

PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

A20A	Pavement Markers and Traffic Lines, Typical Details
A20B	Pavement Markers and Traffic Lines, Typical Details

EXCAVATION AND BACKFILL

A62A	Excavation and Backfill - Miscellaneous Details
A62F	Excavation and Backfill - Metal and Plastic Culverts

LANDSCAPE AND EROSION CONTROL

H51	Erosion Control Details - Fiber Roll and Compost Sock
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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)
T13	Traffic Control System for Lane Closure on Two Lane Conventional Highways

TEMPORARY WATER POLLUTION CONTROL

T51	Temporary Water Pollution Control Details (Temporary Silt Fence)
T52	Temporary Water Pollution Control Details (Temporary Straw Bale Barrier)
T53	Temporary Water Pollution Control Details (Temporary Cover)
T56	Temporary Water Pollution Control Details (Temporary Fiber Roll)
T59	Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)

ROADSIDE SIGNS

RS1	Roadside Signs, Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post, Typical Installation Details No. 2
ES-1A	Electrical Systems (Legend, Notes and Abbreviations)
ES-1B	Electrical Systems (Legend, Notes and Abbreviations)
ES-7A	Electrical Systems (Signal and Lighting Standard, Type TS, and Pedestrian Push Button Post)
ES-7R	Electrical Systems (Signal and Lighting, Miscellaneous Attachment)



COUNTY OF HUMBOLDT
DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS

Sealed proposals will be received by (and all bids should be mailed or delivered to) the

Clerk of the Board Office
SEALED BID for (Project Name)
Humboldt County Courthouse
825 Fifth Street, Suite 111
Eureka, California, 95501

until 2:00 PM, **TUESDAY**, APRIL 5, 2016, at which time they will be publicly opened by the Clerk of the Board of the County of Humboldt at a public meeting in the Office of the Clerk of the Board of Supervisors, Humboldt County Courthouse, Eureka, California, for performing work as follows:

**CENTRAL AVENUE (4L800) HIGHWAY SAFETY IMPROVEMENT PROJECT
FROM ANNA SPARKS WAY TO HILLER ROAD
PROJECT NO.: HSIPL-5904 (131)
CONTRACT NO.: 213003**

Bids are required for the entire work as described herein:

The roadwork to be done consists, in general of traffic control, the installation of pre-emptive emergency service equipment at traffic signals, colored bike lanes, mountable curbs with islands, and mid-block crossings. This work will also include striping and the application of thermoplastic markings, roadside signs and ADA improvements at existing intersections. Additionally, an accelerated cure slurry seal from Anna Sparks Way to Pickett Rd. has been included as an additive option. Bidders are advised that the work must be completed within **45 working days**. The Engineer's Estimate for this work is: **\$732,000**.

Plans, Special Provisions (not including documents included by reference) and Proposal Forms may be obtained by prospective Bidders upon **ADVANCE** payment of a non-refundable printing and service charge in the amount of **\$15.00**. All checks shall be made payable to COUNTY OF HUMBOLDT and should be mailed along with the request for Plans to the Humboldt County Department of Public Works, 1106 Second Street, Eureka, California, 95501.

Telephone: (707) 445-7652 Requests for plans, planholder list or project estimate
(707) 445-7377 Engineering division, questions regarding plans or specs
(707) 445-7409 Fax transmissions

Plans and Special Provisions reference the Caltrans Standard Specifications and Standard Plans dated 2010. Provisions that reference federal-aid contracts are applicable.

The successful Bidder shall furnish a Payment Bond and a Performance Bond.

The Contractor shall possess a **CLASS "A"** Contractors License at the time this contract is awarded.

No pre-bid meeting is scheduled for this project.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990. The County of Humboldt affirms that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, will be afforded full opportunity to submit bids in response to this invitation.

For this contract, the County has included a Disadvantaged Business Enterprises (DBE) goal of **1.0 % Percent**. Bidders need not achieve the percentage stated as a condition of award.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.

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. These wages are set forth in the General Prevailing Wage Rates for this project, available at County of Humboldt, 1106 2nd Street, Eureka, CA. 95501 and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are available on the web home page of the Department of Labor at <http://www.gpo.gov/davisbacon/> and copies may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Special Provisions, Notice to Bidder's, Proposal and Contract" books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements of the Department of Labor. 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.

This project is subject to the "Buy America" provisions of the Surface Transportation Act of 1982, as amended by the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

KATHY HAYES

Clerk of the Board of Supervisors
County of Humboldt, State of California

DATED: _____

2 BIDDING

Add to section 2-1.06A:

Plans, Special Provisions (not including documents included by reference) and Proposal Forms may be viewed by prospective Bidders at the Humboldt County Department of Public Works, 1106 Second Street, Eureka, California.

Plans, Special Provisions and Supplemental Project Information may be viewed on the County of Humboldt web site: www.co.humboldt.ca.us. Current Revised Standard Specifications are available for review at the Department of Public Works, 1106 Second Street, Eureka, or on Caltrans web page of the Office Engineer/ Engineering. (<http://www.dot.ca.gov/hq/esc/oe/standards.php>)

Note that Plans, Special Provisions, and Proposal Forms posted on the County's web site are for **informational purposes only and may not be substituted for any bid document.** Only those bid documents purchased from the Department of Public Works at 1106 Second Street, Eureka, California, 95501 may be used to submit a bid.

Replace section 2-1.12 with:

2-1.12 DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49 CFR 26.13(b):

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

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

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

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

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

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

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

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

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

1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer or regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

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

DBE Commitment Submittal

Submit DBE information on the Caltrans Bidder - 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 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to Office Engineer. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

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

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

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

Good Faith Efforts Submittal

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

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

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

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

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

Add to section 2-1.33C:

The form "Subcontractor List" is included in the Proposal Section of these special provisions.

Add to section 2-1.34:

The form "Bidder's Security" will be found following the signature page of the Proposal.

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3 CONTRACT AWARD AND EXECUTION

Add to section 3-1.04:

Bid Protest. Any bid protest must be in writing and must be received by the Department Director at 1106 Second Street, Eureka, CA, 95501 (Fax: (707) 445-7409), before 5:00 p.m. no later than three (3) working days following bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. The protested bidder may submit a written response to the protest, provided the response is received by the Department Director before 5:00 p.m., within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested bidder if different from the protested bidder.
5. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings. Any addenda or bulletins issued during the time of bidding, or forming a part of the documents issued to the Bidder for the preparation of his bid, shall be covered in the bid, and shall become a part of the Agreement.

Any addenda or bulletins issued during the time of bidding, or forming a part of the documents issued to the Bidder for the preparation of his bid, shall be covered in the bid, and shall become a part of the Agreement.

No person, firm or corporation shall be allowed to make or file, or be interested in, more than one bid for the same work, unless alternate bids are called for. A person, firm, or corporation who has submitted a subproposal to a Bidder, or who has quoted prices on materials to a Bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other Bidders.

Replace section 3-1.05:

The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a **Payment Bond** in an amount equal to **one hundred (100%) percent** of the contract price, and a faithful **Performance Bond** in an amount equal to **one hundred (100%)** of the contract price; said Bonds shall be secured from a surety company satisfactory to the Humboldt County Board of Supervisors. The Payment Bond shall comply with Section 3248 of the Civil Code of the State of California. The Payment Bond and the faithful Performance Bond shall each be in a form which is satisfactory to the County Counsel of the County of Humboldt. A copy of an acceptable format is attached to the Agreement forms included in the proposal section of these specifications.

Replace section 3-1.07:

I. THIS CONTRACT/AGREEMENT SHALL NOT BE EXECUTED BY COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurance, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.

II. Without limiting Contractor's indemnification provided herein, Contractor shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Contractor, its agents, employees or subcontractors:

A. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001), in an amount of \$1,000,000 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:

(1) The County, its officers, employees and agents, are covered as additional insured for liability arising out of the operations performed by or on behalf of Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, agents, and employees.

(2) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to County by certified mail.

(3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

(4) For claims related to this project, the Contractor's insurance is primary coverage to the County, and any insurance or self-insurance programs maintained by the County are excess to Contractor's insurance and will not be called upon to contribute with it.

(5) Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to County, its officers, employees, and agents.

B. Automobile liability insurance with coverage at least as broad as Insurance Services Office form CA 0001 06092, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty(30) days prior written notice (10 days for non-payment of premium) to County by certified mail.

C. Workers' Compensation insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against County, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation.

D. Contractor shall furnish County with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by County. The endorsements shall be on forms as approved by the County's Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by County. If Contractor does not keep all required policies in

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

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

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

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

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

Replace paragraph 3, section 5-1.36D:

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 150 mm (6 inches) in diameter or pipelines operating at pressures greater than 415 kPa (60 psi) gauge; underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which do not have concentric grounded conductors or other effectively grounded metal shields or sheaths.

Per Govt Code § 4216 et seq., the Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 3 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Works, 1106 Second Street, Eureka CA 95501. These wage rates are not included in the Special Provision, Notice to Bidder's, Proposal and Contract Book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

Add to section 7-1.02L:

7-1.02L(3) Noncollusion

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

Add to section 7-1.02M(3):

Material from mining operations furnished for this project shall only come from sites in compliance with the Surface Mining and Reclamation Act of 1975 (SMARA) or sites not subject to SMARA. Contractor shall provide County with documentation establishing compliance with SMARA or exemption from SMARA.

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

Add to section 7-1.11A:

The predetermined federal wages are derived from the Davis-Bacon Act of 1931 and are prescribed by 23 USC 113. The Federal Wage Rates are available directly from the Department of Labor at: <http://www.wdol.gov/dba.aspx#0>. The user is given a choice between entering in the determination number example: "CA2008004" or selecting the criteria State/County/Construction Type/WD number (WD num not needed). Select California/Humboldt/Highway, respectively. Copies of the Federal Wage Rates will also be available at:

Information Office
County of Humboldt, Department of Public Works
1106 Second Street
Eureka, CA 95501

Federal Wage Rates are not required to be physically included in this Bid Package. However, the federal wage rates as revised by addendums, if such addendums are issued, are included in the Agreement signed by the County of Humboldt and the Contractor.

Add to section 7-1.11A:

Federal lobbying restrictions imposed by Section 1352, Title 31, United States Code, is included in section 7-1.11B(XII).

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

Add to section 7-1.11A:

TITLE VI ASSURANCES

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

- 1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- 2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- 5) Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- 6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event

CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Maintain records and submit reports documenting your performance under this section

Add to section 7-1.11A:

Use of United States-Flag Vessel

The contractor agrees -

(1) To utilize privately owned United State flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for Unites 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 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Add to section 7-1.11A:

FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility (This form need not be filled in if all joint venture firms are DBE owned.)

1. Name of joint venture _____

2. Address of joint venture _____

3. Phone number of joint venture _____

4. Identify the firms which comprise the joint venture. (The DBE partner must complete Schedule A.) _____

 - a. Describe the role of the DBE firm in the joint venture.

 - b. Describe very briefly the experience and business qualifications of each non-DBE joint venturer: _____

5. Nature of the joint venture's business _____

6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of DBE ownership? ____

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.)
 - a. Profit and loss sharing.
 - b. Capital contributions, including equipment.
 - c. Other applicable ownership interests.

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9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

a. Financial decisions _____

b. Management decisions, such as:

1. Estimating _____

2. Marketing and sales _____

3. Hiring and firing of management personnel _____

4. Purchasing of major items or supplies _____

c. Supervision of field operations _____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

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..... Name of Firm Name of Firm
..... Signature Signature
..... Name Name
..... Title Title
..... Date Date

Date _____

State of _____

County of _____

On this ___ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

On this ___ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Replace section 7-1.11B with:

FHWA-1273 -- Revised May 1, 2012

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

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with 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 11 246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1 973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27, and 23 CFR Parts 200, 230, and 633

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

Note The U S Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the

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

The following provision is adopted from 23 CFR 230, Appendix

A, with appropriate revisions to conform to the U S

Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment

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

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

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

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

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

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

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not

less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting to 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 should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union

will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities:

The contractor must be familiar

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

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

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

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

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

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

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

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

result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and

lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This

excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

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

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

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

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

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

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

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

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

the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any

other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

X. CERTIFICATION REGARDING DEBARMENT, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the 11

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

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

Female and Minority Goals

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

The nationwide goal for female utilization is 6.9 percent.

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

Minority Utilization Goals

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties:	19.1 26.1 23.6
	14 CA Kings; CA Madera; CA Tulare	

12-5.03 CONSTRUCTION

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

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

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 business days, but not more than 14 days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert	811 1-800-227-2600

12-5.03B Stationary Lane Closures

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

Flagging shall conform to the provisions in Section 12-1, "General," of the Standard Specifications, except that the provision in Section 12-1.03, "Flagging Costs," providing for flagging costs to be borne equally by the State and the Contractor will not apply. All flagging costs will be borne totally by the Contractor. If it is determined by the Engineer that the amount of flagging is insufficient for the traffic conditions, all work involving public traffic shall be halted until the Contractor provides the necessary flagging.

12-5.04 PAYMENT

The contract lump sum price paid for Traffic Control System includes full compensation for furnishing all labor (including all flagging costs), materials, tools, equipment and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system, and any other equipment and labor required, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract lump sum price paid shall also include full compensation for furnishing, removing, storing, maintaining, and moving Message Board Signs. Message Board signs are to be installed on Central Avenue prior to entering the construction area, as shown on the plans or as directed by the engineer.

The adjustment provisions in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications, shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary.

- A. Within 14 calendar days after the Notice to Proceed, the Contractor shall submit:
 - 1. Materials list of items proposed to be provided under this Section.
 - 2. Manufacturer's recommended installation procedures which, when approved by the Engineer, will become the basis for accepting or rejecting actual installation procedures used on the work.
- B. At least seven (7) working days before accelerated curing slurry seal placement commences, the Contractor shall submit to the Engineer for approval a laboratory report of tests and proposed mix design covering the specific materials to be used on the project. The percentage of asphaltic emulsion proposed in the mix design shall be within the percentage range specified in these Specifications.

2.1 ACCELERATED CURING SLURRY SEAL EMULSION

- A. Asphalt emulsion shall be homogenous and shall be a polymer modified cationic asphalt emulsion conforming to the requirements of Section 94 "Asphalt Emulsions" and these Special Provisions. The polymer material shall be milled or blended into the asphalt or blended into the emulsifier solution prior to the emulsification process. The asphalt emulsion manufacturer shall certify that the emulsion contains a minimum of 4% polymer solids based on the mass of asphalt (asphalt residual) within the emulsion. The emulsion, upon standing undisturbed for a period of twenty-four (24) hours, shall show no white or milky colored substance on its surface, and shall be a homogeneous brown color throughout.
- B. The polymer modified quick-setting quick-traffic asphalt emulsion shall conform to the following requirements when tested in accordance with the specified test method.

Tests on Emulsion		
Test	Test Method	Requirement
Viscosity SSF @ 25° C	AASHTO T 59	15 - 90 sec
Sieve	AASHTO T 59	0.30 % max
Settlement , 5 days	ASTM D244	5 % max
Storage Stability, 1 day	AASHTO T 59	1 % max
Residue by distillation	California Test 331	62 % min
Tests on Residue		
Test	Test Method	Requirement
Penetration @ 25°C 100 gm, 5	AASHTO T 51	40-90 mm
Softening Point	AASHTO T 53	135°F min

C. WATER AND ADDITIVES

- 1. Water shall be of such quality that the asphalt will not separate from the emulsion before the accelerated cure slurry seal is in place on the pavement. If necessary for workability, a set-control agent that will not adversely affect the

accelerated cure slurry seal may be used.

D. MINERAL FILLER

1. Mineral filler shall be any recognized brand of non-air entrained Portland cement or hydrated lime that is free of lumps. The type and amount of mineral filler needed shall be determined by the laboratory mix design. An increase or decrease of less than one percent may be permitted when the accelerated cure slurry seal is being placed if it is found to be necessary for better consistency or set times.

E. AGGREGATE

1. The mineral aggregate used shall be of the type and grade specified for the particular use of the accelerated cure slurry seal. It shall consist of 100% crushed material with no rounded particles. The material shall be free from vegetable matter and other deleterious substances. All aggregate shall be free of caked lumps and oversize particles.
2. The aggregate, prior to the addition of emulsion shall conform to the requirements of this section. If aggregates are blended each component aggregate shall meet the sand equivalency and abrasion resistance and shall be 100% crushed as tested in accordance with California Test 205. The definition of a crushed particle in California Test 205 Section D, is amended to read: "Any particle having 2 or more fresh mechanically fractured faces shall be considered a crushed particle."
3. The percentage composition by mass of the aggregate shall meet the following grading requirements when tested in conformance with California Test 202:

TYPE II

Sieve Sizes	Percentage
3/8" (9.5-mm)	100
No. 4 (4.75-mm)	94 - 100
No. 8 (2.36-mm)	65 - 90
No. 16 (1.18-mm)	40 - 70
No. 30(600-µm)	25 - 50
No. 200 (75-µm)	5 - 15

Test	California Test	Requirement
Sand Equivalent (Min.)	217	70
Durability Index (Min.)	229	75
Percentage of Crushed Particles (Min.) ¹	205	100%
Los Angeles Rattler Loss at 500 Rev. (Max.) ²	211	35%

F. MIX DESIGN

1. At least 7 working days before accelerated curing slurry seal placement commences, the Contractor shall submit to the Engineer for approval a laboratory report of tests and a proposed mix design covering the specific materials to be used on the project.
2. The tests and mix design shall be performed by a laboratory capable of performing the applicable International Slurry Surfacing Association (ISSA) tests. The proposed accelerated curing slurry seal mixture shall conform to the requirements specified when tested in accordance with the following tests:

Test	ISSA Test	Requirement
Wet Cohesion	TB* 139 @ 30 min.	12 kg-cm minimum
	@ 60 min. (traffic)	20 kg-cm minimum (or near spin)
Excess Asphalt	TB 109	540 g/m[JF1] 2 maximum
Wet Stripping	TB 114	Pass (90% minimum)
Wet Track Abrasion	TB 100 Six day soak	810 g/m[JF2] 2 loss
Displacement	TB 147A	
	Lateral	report
	Specific Gravity after 1000 cycles of 56.8 kg	report
Classification Compatibility	TB 144**	(AAA,BAA) 11 grade points mimimum
Mix Time @ 25°C	TB 113	Controllable to 120 seconds minimum
* TB = Technical Bulletin		

3. The original laboratory report shall be signed by the laboratory that performed the tests and mix design and shall show the results of the test on individual materials, comparing their values to those required by the specifications. The report shall clearly show the proportions of aggregate, filler, water (minimum and maximum), set control additive, and asphalt solids content (minimum and maximum) based on the dry mass of aggregate. The laboratory shall also report the quantitative effects of moisture content on the unit mass of the aggregate (bulking effect). Previous laboratory reports covering the same materials may be accepted provided they are made within the previous 12 months.

The mix design will further show recommended changes in cement, water and additive proportions for high temperature weather conditions by reporting proportions of materials required for 60 seconds of mix time with materials heated to 38°C. This 38°C mixing report will not be required for projects requiring night time application or application in cool weather conditions.

4. All the component materials used in the mix design shall be representative of the materials proposed by the contractor to be used on the project.

G. PROPORTIONING

1. Aggregate, mineral filler, asphalt emulsion, water, and additives, including set-control agent if used, shall be proportioned by volume utilizing the mix design approved by the Engineer. If more than one kind of aggregate is used, the correct amount of each kind of aggregate to produce the required grading shall be proportioned separately, prior to adding the other materials of the mixture, in a manner that will result in a uniform and homogeneous aggregate blend.
2. The percentages of each individual material required shall be shown in the laboratory report. Adjustments may be required during the construction, based on field conditions. The component materials shall be within the following limits:

Residual Asphalt	5.5% to 9.5% by dry mass of aggregate	
Mineral Filler	0% to 3% by dry mass of aggregate	
Additive	As needed	
Water	As required to produce proper mix consistency	

3. The completed mixture, after addition of water and any set-control agent, shall be such that the accelerated curing slurry seal mixture has proper workability and (a) will permit a traffic flow without pilot-car-assisted traffic control on the accelerated cure slurry seal within one hour after placement, and (b) will prevent development of bleeding, raveling, separation or other distress within 15 days after placing the accelerated cure slurry seal. However, when ambient temperatures are below 55°F traffic may not be permitted on the accelerated cure slurry seal until it has sufficiently cured. The time for sufficient curing shall be mutually agreed upon between the contractor and the Engineer.
4. The aggregate shall be proportioned using a belt feeder operated with an adjustable cutoff gate. The height of the gate opening shall be readily determinable. The emulsion shall be proportioned by a positive displacement pump. Any variable rate emulsion pump, if used, shall be calibrated and sealed in its calibrated condition in accordance with

California Test 109 prior to usage.

5. The delivery rate of aggregate and emulsion per revolution of the aggregate feeder shall be calibrated at the appropriate gate settings for each mixer-spreader truck used on the project in accordance with California Test 109 and the requirements of these special provisions.
6. The aggregate belt feeder shall deliver aggregate to the pugmill with such volumetric consistency that the deviation for any individual aggregate delivery rate check-run shall not exceed 2.0 percent of the mathematical average of three runs of at least 3 tons in duration each. The emulsion pump shall deliver emulsion to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of three runs of at least 1135 liters each in duration. The water pump shall deliver water to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of three runs of at least 1135 liters each in duration.
7. The emulsion storage located immediately before the emulsion pump shall be equipped with a device which will automatically shut down the power to the emulsion pump and aggregate belt feeder when the emulsion level is lowered sufficiently to expose the pump suction line.
8. The belt delivering the aggregate to the pugmill shall be equipped with a device to monitor the depth of aggregate being delivered to the pugmill. Said device for monitoring depth of aggregate shall automatically shut down the power to the aggregate belt feeder whenever the depth of aggregate is less than the target depth of flow. A second device shall be located where it will monitor movement of the aggregate belt by detecting revolutions of the belt feeder. The device for monitoring no flow or belt movement, as the case may be, shall automatically shut down the power to the aggregate belt when aggregate belt movement is interrupted. This second device will not be required where the aggregate delivery belt is an integral part of its drive chain. To avoid erroneous shutdown by normal fluctuation, a delay of 3 seconds between sensing and shutdown of the operation will be permitted.

H. EQUIPMENT

1. The self-propelled mixing machine shall be equipped with a continuous flow pug mill capable of accurately delivering and automatically proportioning the aggregate, emulsified asphalt, water and additives to a double shafted, multi-blade pug mill mixer capable of minimum speeds of 200 revolutions per minute.
2. A minimum of three operational mixing machines of 12 Ton capacity, or larger, shall be maintained on the project. The mixed material retention time in the pug mill shall be less than three seconds. No retention of mixed material shall be allowed within the pug mill by gate shut-off or other mechanical means. Any

machines with pugmill retention or shut-off gates shall have them removed prior to being used on this project. The mixing machine shall have sufficient storage capacity of aggregate, emulsified asphalt, and water to maintain an adequate supply to the proportioning controls. All indicators required in the section entitled "Proportioning" shall be in working order prior to commencing mixing and spreading operations.

3. Mixer-spreader trucks shall be equipped to proportion emulsion, water, aggregate, and set-control additives by volume. All rotating and reciprocating equipment on mixer-spreader trucks shall be covered with metal guards.
4. The mixer-spreader truck shall not be operated unless all low-flow and no-flow devices and revolution counters are in good working condition and functioning and all metal guards are in place. All indicators required by these special provisions shall be visible while walking alongside the mixer-spreader truck.
5. Aggregate feeders shall be connected directly to the drive on the emulsion pump. The drive shaft of the aggregate feeder shall be equipped with a revolution counter reading to the nearest one-tenth of a revolution.
6. In addition to the requirements of the fourth paragraph of Section 5-1.10, "Equipment and Plants," of the Standard Specifications, the identifying number of mixer-spreader trucks shall be at least 2 inches in height, located on the front and rear of the vehicle.
7. The accelerated curing slurry seal mixture shall be spread by means of a spreader box conforming to the following requirements:

I. SPREADER BOX

1. The spreader box shall be capable of spreading a traffic lane width and shall have strips of flexible rubber belting or similar material on each side of the spreader box and in contact with the pavement to positively prevent loss of accelerated curing slurry seal from the ends of the box. All spreader boxes over 8 feet in application width shall have baffles, reversible motor driven augers, or other suitable means, to insure uniform application on super elevated sections and shoulder slopes. Spreader box skids shall be maintained in such manner as to prevent chatter (wash boarding) in the finished mat. Rear flexible strike-off blades shall make close contact with the pavement. The applicator box shall be designed and operated such that a uniform texture is achieved in the finished surface of the accelerated cure slurry seal.
2. Flexible fabric drags attached to the rear of the box will be allowed, but shall be cleaned or changed throughout the day if problems with cleanliness and/or longitudinal scouring occur.
3. The completed mixture, after addition of water and set control agent, if used, shall

be such that the accelerated cure slurry seal mixture has proper workability. At the expiration of the road closure hours, in conformance with the provisions in "Maintaining Traffic" of these special provisions, the accelerated cure slurry seal mixture shall be sufficiently cured to support unrestricted traffic.

PART 3 -- EXECUTION

3.1 GENERAL REQUIREMENT

- A. The application of accelerated curing slurry seal shall conform to Caltrans Standard Specifications with the exceptions noted in these Specifications.
 - 1. The complete mixture shall be such that the slurry seal mixture has proper workability and will permit traffic flow by 5:00 pm without the occurrence of bleeding, raveling, polishing, separation, or other distress within 30 days after its placement.
 - 2. Asphaltic emulsion shall be added at a rate of between 14 to 17 percent by weight of the dry aggregate. The extract rate will be determined by the Engineer. The quantity of asphaltic emulsion to be used in the slurry seal mixture will be determined by the design asphalt binder content, as approved by the Engineer, and the asphalt solid content of the asphaltic emulsion furnished.
 - 3. The Contractor shall sweep all streets seven (7) days after the application of accelerated cure slurry seal with a power sweeper.
- A. See Special Provisions for restrictions on times and days of operations.

3.4 SURFACE PREPARATION

- A. The Contractor shall remove all existing striping and pavement markers prior to the application of the accelerated cure slurry seal.
- B. The complete street surface shall be power swept from face of curb to face of curb prior to the application of accelerated curing slurry seal. Contractor shall provide cleaning method necessary to remove all dirt, vegetation, and loose materials from the pavement.
- C. All material gathered shall be properly disposed of by the Contractor.
- D. Immediately preceding the accelerated curing slurry seal application, the Contractor shall cover all grates, slotted manholes, and other appurtenances on the pavement that would allow the entry of slurry; cover all manhole covers, water and gas valve box covers, monuments boxes, etc., with a heavy plastic bag. The Contractor prior to the final set of the slurry shall uncover all covered grates and manhole. All uncovered items shall be clean and meet the requirement of the Project Inspector.

3.5 SAND BLOTTER

- A. A sand/aggregate blotter shall be spread at selected driveways, intersections, and where required by the Engineer to accommodate pedestrian or vehicular traffic until the accelerated cure slurry seal is set.

3.6 APPLICATION OF ACCELERATED CURING SLURRY SEAL

- A. The accelerated curing slurry seal mixture shall be uniformly spread on the existing surfacing within the rate specified without spotting, re-handling or otherwise shifting of the mixture.
- E. Hand tools shall be available to remove spillage. The mixture shall be uniform and homogeneous after placing on the surfacing and shall not show separation of the MSE and aggregate after setting. The completed surface shall be of uniform texture and free from ruts, humps, depressions, or irregularities.
- F. Adequate means shall be provided to protect the accelerated cure slurry seal from damage by traffic until such time that the mixture has cured sufficiently so that the accelerated cure slurry seal will not adhere to or be picked up by the tires of vehicles.
- G. Placement of the accelerated curing slurry seal shall cease a minimum of **TWO** hours before the expiration of the road closure hours as specified in these specifications, unless the Contractor proves to the satisfaction of the Engineer that the surface will be ready for unrestricted traffic at the expiration of the road closure hours.
- H. The surface may be fogged with water directly preceding the spreader. The mixture shall be of the desired consistency when deposited on the surface. Total time of mixing shall not exceed four (4) minutes. A sufficient amount of accelerated curing slurry seal shall be carried in all parts of the spreader at all times so that the complete coverage is obtained. No lumping, balling or unmixed aggregate shall be permitted. No segregation of the emulsion and aggregate fines from the coarse aggregate will be permitted. If coarse aggregate settles to the bottom of the mix, the slurry will be removed from the pavement. No excessive breaking of the emulsion will be allowed in the spread box. No streaks such as those caused by oversize aggregate will be left in the finished pavement.
- I. No excessive buildup, or unsightly appearance shall be permitted on longitudinal or transverse joints. Burlap drags shall be used and changed daily.
- J. Approved squeegees shall be used to spread slurry in non-accessible areas to the slurry mixer. Care shall be exercised in leaving no unsightly appearance from handwork.
- K. Accelerated curing slurry seal application will be stopped each day by 2:00 pm to allow sufficient time to cure prior to opening streets to traffic.
- L. All gutter spills must be cleaned immediately.
- M. All streets must be open to traffic by 5:00 PM each of weekdays.

- N. Immediately before commencing the accelerated curing slurry seal operations, all surface metal utility covers (including survey monuments) shall be protected by thoroughly covering the surface with an appropriate adhesive and paper or plastic. No adhesive material shall be permitted to cover, seal or fill the joint between the frame and cover of the structure. Covers are to be uncovered and cleaned by the end of the same work day.

3.7 TEST STRIP

- A. The Contractor shall construct a test strip for evaluation by the Engineer. The test strip shall be 300 feet (100 m) to 500 feet (150 m) long and shall consist of the application courses specified. The test strip shall be constructed at the same time of day or night that the full production of accelerated curing slurry seal will be placed and may be constructed in 2 days or nights when multiple course applications are specified.
- B. The Engineer will evaluate the completed test strip after 12 hours of traffic on the completed test strip to determine if the mix design and placement procedure are acceptable. If the mix design or the placement procedure is determined by the Engineer to be unacceptable, the test strip will be rejected, the Contractor shall make modifications, and a new test strip shall be constructed and evaluated by the Engineer.
- C. The cost of materials and placement of the test strips, which have been rejected, shall be borne by the Contractor and will not be considered as part of the contract work. If ordered by the Engineer, rejected test strips shall be removed at the Contractors expense.

3.7 JOINTS

- A. Longitudinal joints shall correspond with the edges of the traffic lanes. The Engineer may permit other patterns of longitudinal joints if the patterns will not adversely affect the quality of the finished product. Through traffic lanes shall be spread in full lane widths only. Longitudinal joints common to 2 traffic lanes shall be butt joints with overlaps not to exceed 6 inches (76 mm). Building paper shall be placed at the transverse joints to avoid double placement of the accelerated cure slurry seal.

3.8 WEATHER LIMITATIONS

- A. The accelerated curing slurry seal mixture shall not be placed when the ambient temperature is below 50°F or during unsuitable weather. Accelerated curing slurry seal shall not be placed if rain is imminent or if there is the possibility that there will be freezing temperatures within 24 hours. Ambient temperatures should be forecasted to reach above 65°F with suitable weather conditions before applying accelerated cure slurry seal.

3.12 STRIPING

- A. **Permanent striping shall be installed after seven (7) days but no later than ten (10) days after the accelerated curing slurry seal is complete.**

PART 4 -- MEASUREMENT AND PAYMENT

4.1 ACCELERATED CURING SLURRY SEAL TYPE II

A. DESCRIPTION

Work for this item shall include the placement of the accelerated curing slurry seal Type II on the specified streets as required in these Specifications. Payment shall include full compensation for furnishing all labor, striping and vegetation removal, sweeping, oil spots removal, materials, tools and equipment necessary to complete this work. The quantity of asphaltic emulsion used as paint binder (tack coat) is to be included in the cost of the accelerated curing slurry seal.

B. MEASUREMENT AND PAYMENT

This item shall be measured and paid on a per square yard basis. Payment shall include full compensation for furnishing all labor, equipment, tools, and materials necessary to complete this item.

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DIVISION VIII MISCELLANEOUS CONSTRUCTION

73 CONCRETE CURBS AND SIDEWALKS

Replace Section 73-1.01B, "Reserved" with:

Minor Concrete includes curb and gutter, curb, sidewalk and driveway connections not part of a curb ramp area. Curb ramps include all portions of curb, gutter (including thru-drain), and sidewalk within the curb return/ramp area. Mountable curbs with island and Mid Block Crossing islands include all portions of curb, gutter and island area.

Replace Section 73-3.04, "Reserved" with:

Excavation for curbs and sidewalks under minor concrete as shown on the plans is considered a part of sidewalk construction and will not be measured separately for payment. Aggregate base under minor concrete will be measured separately for payment.

Add to Section 73-3:

The detectable warning surfaces shall comply with the following:

11B-705.1.1.3 Color and contrast. Detectable warning surfaces at transit boarding platform edges, bus stops, hazardous vehicular areas, reflecting pools, and track crossings shall comply with Section 11B-705.1.1.3.1. Detectable warnings at other locations shall comply with either Section 11B-705.1.1.3.1 or Section 11B-705.1.1.3.2. The material used to provide visual contrast shall be an integral part of the surface. **11B-705.1.1.3.1** Detectable warning surfaces shall be yellow and approximate FS 33538 of Federal Standard 595C.

Add to Section 73-4.01A:

Minor Concrete (Stamped Concrete) consists of constructing a red brick textured pattern or approved alternate pattern in the areas shown on the plans.

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DIVISION IX TRAFFIC CONTROL FACILITIES

84 TRAFFIC STRIPES AND PAVEMENT MARKINGS

Replace the 1st paragraph in section 84-2.04 with:

A double extruded thermoplastic traffic stripe consisting of two 4-inch wide yellow stripes is measured as 2 traffic stripes.

A double sprayable thermoplastic traffic stripe consisting of two 4-inch wide yellow stripes is measured as 1 traffic stripe.

Add to section 84:

84-6 THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS WITH ENHANCED WET NIGHT VISIBILITY

84-6.01 GENERAL

84-6.01A Summary

Section 84-6 includes specifications for applying thermoplastic traffic stripes and pavement markings with enhanced wet-night visibility.

Thermoplastic must comply with section 84-2.

84-6.01B Submittals

Submit a certificate of compliance for the glass beads.

84-6.01C Quality Control and Assurance

Within 14 days of applying a thermoplastic traffic stripe or pavement marking with enhanced wet-night visibility, the retroreflectivity must be a minimum of 700 mcd/sq m/lx for white stripes and markings and 500 mcd/sq m/lx for yellow stripes and markings. Test the retroreflectivity using a reflectometer under ASTM E 2177 (Spray Method – Wet Recovery).

84-6.02 MATERIALS

Thermoplastic traffic stripes and pavement markings with enhanced wet-night visibility must consist of a single uniform layer of thermoplastic and 2 layers of glass beads as follows:

1. The 1st layer of glass beads must be on the Authorized Material List under high-performance retroreflective glass beads for use in thermoplastic traffic stripes and pavement markings. The color of the glass beads must match the color of the stripe or marking to which they are being applied.
2. The 2nd layer of glass beads must comply with AASHTO M 247, Type 2.

Both types of glass beads must be surface treated for use with thermoplastic under the bead manufacturer's instructions.

84-6.03 CONSTRUCTION

Use a ribbon-extrusion or screed-type applicator to apply thermoplastic traffic stripe.

Operate the striping machine at a speed of 8 mph or slower during the application of thermoplastic traffic stripe and glass beads.

Apply thermoplastic traffic stripe at a rate of at least 0.38 lb/ft of 4-inch-wide solid stripe. The applied thermoplastic traffic stripe must be at least 0.090 inch thick.

Apply thermoplastic pavement marking at a rate of at least 1.06 lb/sq ft. The applied thermoplastic pavement marking must be at least 0.100 inch thick.

Apply thermoplastic traffic stripe and both types of glass beads in a single pass. First apply the thermoplastic, followed immediately by consecutive applications of high-performance glass beads and then AASHTO M 247, Type 2, glass beads. Use a separate applicator gun for each type of glass bead.

You may apply glass beads by hand on pavement markings.

Distribute glass beads uniformly on traffic stripes and pavement markings. Apply high-performance glass beads at a rate of at least 6 lb/100 sq ft of stripe or marking. Apply AASHTO M 247, Type 2, glass beads at a rate of at least 8 lb/100 sq ft of stripe or marking. The combined weight of the 2 types of glass beads must be greater than 14 lb/100 sq ft of stripe or marking.

84-6.04 PAYMENT

Not Used

COLORED BIKE LANES

Description

This special provision applies for the application of Methyl Methacrylate (MMA) Acrylic bike lane pavement markings as shown on the plans or as directed by the Engineer. The special provision includes all labor, equipment, and materials required for layout, surface preparation, and installation of MMA acrylic bike lane pavement markings.

Materials

The MMA acrylic bike lane pavement marking material must be Methyl Methacrylate Acrylic material with Green pigment and anti-skid abilities.

- Pigmented Resin. Transpo Color-Safe Bike Lane Green must be used as the pigmented MMA acrylic resin, or approved equal. The approved color pigmented resin shall comply with FHWA green color guidelines for bike lanes.
- Anti-Skid Aggregate. Anti-skid aggregates shall be provided by the pavement marking supplier. Aggregate shall have a minimum Hardness of 7.0 per Mohs Scale.

Construction

Construction of bike lane pavement markings shall be in accordance with manufacturer application and installation procedures, Standard Specifications for Construction, and Engineer.

All pavement marking areas shall be laid out by the contractor and then reviewed by the Engineer. Approval of the marking layout shall be approved by the Engineer prior to placement of material.

Surface preparation shall include cleaning of the pavement surface using high pressure water, compressed air or sand-blasting and shall conform to ASTM D4263. All surface damage shall be corrected by the Contractor at the Contractor's expense, as directed by the Engineer. Manufacturer recommended pavement and air temperatures must be followed.

All markings on concrete surfaces shall receive a base coat application and shall be included in the pay item. Marking layout, material mixing, base coat application, and pigmented coat application shall comply with the manufacturer's installation procedures.

The Contractor shall protect the pavement markings from damage and allow them to fully cure prior to allowing traffic to drive over markings. Any damage shall be corrected by the Contractor at the Contractor's expense.

Allow at least 24 hours prior to installing thermoplastic striping or markings.

Measurement and Payment

The completed work as measured for Pavt Mrkg, MMA Acrylic, Bike Lane Green will be paid for at the contract unit price for the following:

Pay Item	Pay Unit
Pavt Mrkg, MMA Acrylic, Bike Lane Green	Square Foot

Pavt Mrkg, MMA Acrylic, Bike Lane Green will be measured in place by the square foot and will be paid for at the contract unit price per square foot, which price shall be payment in full for all labor, equipment, and materials as specified in this provision, and as directed by the Engineer to accomplish this work.

86 ELECTRICAL SYSTEMS

Add to Section 86-1:

RAPID RECTANGULAR FLASHING BEACON (RRFB) ASSEMBLIES

The Rapid Rectangular Flashing Beacon assemblies shall be included with the Mid Block Crossings. The RRFB shall be Carmanah R920 or approved equal. The unit on the mid-block island shall have a dual lightbars and the two units on the sidewalk shall have a single lightbar. All RRFBs shall include the W11-2 and W16-7P, as shown on plans.

1.0 Mechanical Specifications

The solar engine shall be constructed from aluminum and shall be no greater in size than 13.6" L x 4.0" D x 13.8" H (34.5 cm x 10.2 cm x 35.1 cm). When mounted the overall height from the top of the pole to the top of the solar engine shall be no greater than 14.6" (37.1 cm). The Solar panel shall be integrated to the solar engine. All batteries and electronics shall be mounted in the solar engine, with no external control cabinet or battery cabinet required. A hinged lid shall provide access to the interior of the engine. The solar engine shall be vented to provide cooling of the battery and electronic system.

The overall weight of the solar engine assembly shall not exceed 20 lbs (9.1 kg).

The solar engine shall be supplied with a fixed tilt angle and shall be able to be oriented south with no additional mounting hardware.

The lightbar housing shall be constructed from aluminum and shall have the approximate dimensions: 24" L x 1.5" D x 4.5" H (61.0 cm L x 3.8 cm D x 11.4 cm H).

Each lightbar shall have two light modules of approximately 7" wide by approximately 3" high. Each lightbar shall include a side-emitting pedestrian confirmation light on each end.

The lightbar shall be mounted to the pole using a separate bracket assembly to facilitate mounting two lightbars back to back (bi-directional) and to allow the lightbar to pivot. The lightbar shall be able to pivot by approximately 40 degrees in order to aim the lightbar independent of the wire hole location on the pole.

The lightbar bracket shall be constructed from 3/16" galvanized steel and shall have both banding and bolting mounting options and shall be able to be mounted to all specified pole types.

The lightbar assembly shall open for access to the wiring connections for the LED modules. LED modules shall be rated to MIL-STD-810F, Method 506.4 for ingress protection.

2.0 Mounting

2", 2.5" Perforated Square Post Mount:

The size and weight of the solar engine shall be appropriate for mounting to standard two inch sign posts. The solar engine and lightbar assemblies shall be furnished with mounting hardware for mounting to standard 2" to 2.5" Perforated Square Poles.

or

2 3/8" – 2 7/8" Diameter Round Post Mount:

The size and weight of the solar engine shall be appropriate for mounting to standard two inch sign posts. The solar engine and lightbar assemblies shall be furnished with mounting hardware for mounting to standard 2 3/8" – 2 7/8" Diameter Round Poles.

3.0 Configuration

The solar engine shall house an on-board user interface that provides on-site configuration adjustment, system status and fault notification, and system activation information.

The flash duration shall be adjustable in-the-field from 10 to 60 seconds in one second increments.

The system shall provide configurable nighttime intensity settings.

The system shall be capable of enabling or disabling ambient brightness auto-adjustment. This feature allows the system to provide optimal output brightness in relation to ambient light levels while always maintaining adherence to SAE J595 Class I specifications.

Flash duration and other in-the-field adjustable settings shall be automatically broadcast to all units in the system, except channel selection which shall be configured on each unit.

4.0 Solar / Battery System

The solar engine shall include one 10-watt solar panel no larger than the footprint of the solar engine enclosure and shall have a hinged top to provide access to the on-board user interface and batteries. Access into the solar engine and replacement of batteries shall not require any tools. The solar engine shall house two 7 Ah sealed valve-regulated lead-acid batteries. Batteries shall be readily available from multiple suppliers and non-proprietary. Solar panel and battery system shall be 12 Volt DC (nominal).

5.0 Operational Specifications

The intensity of the yellow indications directly perpendicular to the lens shall be a minimum of 1,800 Candela at full sun daylight conditions. The intensity shall be able to adjust to ambient light conditions, however during daylight operation the intensity shall meet the minimum specifications of the Society of Automotive Engineers (SAE) standard J595 Class I dated January 2005.

The color of the yellow indications shall meet the specifications of SAE standard J578 (Color Specification) dated December 2006.

The solar engine shall have the capacity to operate 300 20-second activations per day year-round using the applicable peak sun hours insolation available at the installation location. The source of the insolation data shall be the NASA Atmospheric Data Center.

The solar engine shall have the capability to activate other solar engines by wireless communications within 500 feet (152 meters). The solar engine shall have unique channels that can be configured on-site to avoid activation of nearby systems.

The system shall use a dedicated light sensor to detect night and day states and apply any optionally-enabled intensity adjustments.

6.0 Actuation

The system shall be actuated by pedestrian push buttons that shall have an LED indicator with audible tone with Piezo control and shall be ADA compliant and MUTCD-2009 4E compliant for momentary operation.

All RRFBs in the system shall initiate activation simultaneously within 150mS of actuation.

If an additional actuation occurs while the system is activated, the flash duration shall reset. For example, with the flash duration set to 20 seconds, if an additional actuation occurs after the RRFB has been activated for 15 seconds the RRFB will continue for an additional 20 seconds, or 35 seconds in total.

If the RRFB has ceased operation, any subsequent actuation shall activate the RRFB without delay regardless of how recently the RRFB ceased operation.

7.0 Energy Balance, Array-to-Load Ratio (ALR) and Autonomy Calculations

The manufacturer shall provide an energy balance worksheet consisting of (Energy In)/(Energy Out), ALR and System Autonomy calculations.

Energy-In is based on Electric charge, in Ah, entering the battery from the charger, accounting for:

- The energy from the solar panel based on applicable peak sun hours insolation available at the installation location for the panel's inclination angle. The insolation figure used shall be the worst-case month of the calendar year. The source of the insolation data shall be the NASA Atmospheric Data Center.
- Shading from nearby trees, buildings or other structures unique to a particular location are to be factored in and the calculations shall clearly show and justify the de-rating of the solar panel energy input.
- Efficiency losses from the charger, including conversion efficiency of a Maximum Power Point Tracking (MPPT) Charger, where applicable.
- MPPT Charger current boost, if applicable.
- Battery charger efficiency losses

Energy-Out is based on the sum of quiescent and operating load in all circuitry over 24 hours with an operating capacity of 300 20-second activations, including:

- Baseline wireless over 24 hours
- Operating load of push button at rated operating capacity per activation
- Additional operating load of the wireless system per activation
- Operating load of lightbars including pedestrian indicators at rated intensity per activation. The number of lightbars and their electrical load details (volts, current and watts) shall be clearly indicated.

ALR

System Array-to-Load (ALR) ratio shall be calculated as: Energy-In divided by Energy-Out as defined above. Systems shall be designed to a minimum Array-to-Load (ALR) ratio of 1.2.

Autonomy

System autonomy shall be a minimum of 10 days or as recommended by the NASA Atmospheric Data Center for the location and shall be calculated by the following method:

(Temperature-derated battery capacity minus battery capacity unavailable due to Low Voltage Disconnect) divided by Daily total energy consumption with an operating capacity of 300 20-second activations (as calculated above).

8.0 Packaging

Packaging must consist of only recyclable corrugated cardboard and soft plastic bags. Each system must ship in one complete box no larger than 3.6 cubic feet (0.1 cubic meters) and weighing no more than 40 lbs (18 kg).

9.0 Qualifications

The product shall be FCC certified to comply with all 47 CFR FCC Part 15 Subpart B Emission requirements. The product shall be Buy American compliant. Manufacturer shall provide a 3 Year Limited Warranty. Manufacturer must be ISO 9001 certified.

Roadside sign (RRFB with W11-2 and W16-7P) be measured in place by each sign and will be paid for at the contract unit price per each sign, which price shall be payment in full for all labor, equipment, and materials as specified in this provision, and as directed by the Engineer to accomplish this work.

PEDESTRIAN PUSH BUTTON ASSEMBLIES

Replace "Reserved" in section 86-5.03 of the RSS with:

86-5.03A General

Existing Pedestrian Push Buttons Assemblies to be replaced with 2 in. "Bulldog" style buttons and faces compliant with MUTCD. The assembly shall be installed as shown in the Stan. Plans ES-7A. The holes at the height of the current mounted equipment shall be covered with a cover plate. Pedestrian Push buttons shall also comply with *11B-703.7.2.7*, as follows:

11B-703.7.2.7 Pedestrian traffic-control buttons. Pole-supported pedestrian traffic-control buttons shall be identified with color coding consisting of a textured horizontal yellow band 2 inches (51 mm) in width encircling the pole, and a 1-inch-wide (25 mm) dark border band above and below this yellow band. Color coding shall be placed immediately above the control button. Control buttons shall be located no higher than 48 inches (1219 mm) above the ground surface adjacent to the pole.

Pedestrian Push Button Assemblies be measured in place by each button and will be paid for at the contract unit price per each button, which price shall be payment in full for all labor, equipment, and materials as specified in this provision, and as directed by the Engineer to accomplish this work.

EMERGENCY PRE-EMPTION EQUIPMENT

Multimode Priority Control System Specification

A multimode priority control system shall operate in a manner that allows infrared, and GPS/Radio priority control technologies to interoperate and activate one another in a consistent manner. The priority control system shall consist of a matched system of vehicle equipment and intersection equipment capable of employing both data-encoded radio communications to identify the presence of designated priority vehicles, as well as data-encoded infrared signaling communications. In preemption mode, the data-encoded communication shall request the traffic signal controller to advance to and/or hold a desired traffic signal display selected from phases normally available. A record of system usage by agency identification number, vehicle classification and vehicle identification number shall be created. The system software shall support call history analysis and reporting across any subset of intersections and/or vehicles independent of activation method. System software shall also support both onsite and remote programming and monitoring of the priority control system.

The vehicle equipment will include a GPS radio unit and vehicle control unit and a data encoded infrared emitter employing either a strobe or LED based light source. The GPS receiver on the vehicle shall obtain vehicle location, heading and speed from the U.S. Department of Defense (DoD) operated satellites. The GPS radio vehicle equipment shall also monitor the vehicle's turn signal status. A 2.4 GHz spread spectrum/frequency hopping radio in

the vehicle equipment shall transmit this data to nearby intersections, only when it is within radio communication range of an intersection, which is received by a similar radio located at the intersection. The vehicle radio shall communicate to intersection radios at distances up to at least 2,500 feet (762 m) with no obstructions. If an infrared data-encoded emitter is employed on the vehicle, it shall send an encoded infrared signal to the detector, with a range capability of 2,000 feet minimum.

Intersection detection equipment will consist of both a GPS receiver and radio transceiver and an infrared detector connected to a multimode phase selector located in the intersection controller cabinet. The GPS radio unit receives the data-encoded radio signal from the GPS radio equipped vehicle and transmits the decoded information through detector cable to the multimode phase selector for processing. The intersection radios also communicate to vehicles and other intersection radios at distances of up to at least 2,500 feet (762m) with no obstructions. The infrared detector receives the data-encoded infrared signal from the infrared equipped vehicle and transmits information through detector cable designed to convert infrared light energy at the proper wavelength into analog voltage signals that can be evaluated and decoded by the multimode phase selector.

The multimode phase selector shall be capable of receiving data encoded signals from either or both infrared and GPS radio detection equipment and combine the detection signals into a single set of tracked vehicles requesting priority activation. The multimode phase selector will process the vehicle information to ensure that the vehicle is (1) in a predefined approach corridor, (2) heading toward the intersection, (3) requesting priority, and (4) within user-settable range. The multimode phase selector shall treat the combined, single set of tracked calls with first come first served priority methodology within a given priority level. Arbitration between infrared signal intensity and GPS radio distance/ETA shall be first come first served methodology based on time of detection as each equipped vehicle reaches its programmed threshold.

When these conditions are met, the phase selector shall generate a priority control request to the traffic controller for the approaching priority vehicle. If the approaching GPS radio preemption equipped vehicle has an active turn signal, the approach intersection shall relay the priority request to the next nearest in-range intersection in the direction of the approaching vehicle's turn signal. The output of the phase selector may also be varied depending on the state of the approaching vehicle's turn signal.

To ensure priority control system integrity, operation and compatibility, all components shall be from the same manufacturer. The system shall offer compatibility with most signal controllers, e.g. NEMA (National Electrical Manufacturers Association) 170/2070 controllers. The system can be interfaced with most globally available controllers using the controller's preemption inputs. RS-232, USB and Ethernet interfaces shall be provided to allow management by on-site interface software.

Matched System Components

As stated above, the signal preemption/priority system is comprised of matched system components. These components are further described as follows:

1. GPS Radio System Components
 - a. *Vehicle/Intersection radio/GPS module, Radio/GPS Antenna with factory terminated SMA connectors, and vehicle control unit.* The radio/GPS module shall obtain the vehicle position, speed and heading information and transmit this information only when within range of a GPS radio preemption equipped intersection. The vehicle control unit shall communicate with the radio/GPS module and provide the interface to the vehicle in order to monitor the vehicle's turn signal status, provide activation and disable inputs as well as regulate the vehicle power provided to the radio/GPS module.
 - b. *Intersection Radio/GPS Module.* The intersection radio/GPS module shall transmit a beacon every second and receive the data transmitted by the vehicle equipment and relay this information to the phase selector as well as other system-equipped intersections. It shall also obtain position information from the GPS satellites.
 - c. *Radio/GPS Cable.* The radio/GPS cable shall carry the data received from the intersection radio/GPS unit to the phase selector. It shall also carry the power for the radio and GPS components provided by the phase selector. The same cable shall be used to carry the data between the vehicle radio/GPS unit

and the vehicle control unit. The cable used to connect the radio/GPS unit to the phase selector shall be a shielded 10 conductor data cable; the use of coax cable is not permitted.

2. Infrared System Components

- a. *Data-Encoded LED Infrared Emitter.* The data-encoded emitter shall trigger the system. It shall send the encoded infrared signal to the detector. It shall be located on the priority or probe vehicle (Not for this contract).
- b. *Remote Coding Unit.* The remote coding unit shall be capable of remotely programming the data-encoded LED infrared emitter without the use of a computer. The remote coding unit will not be available for use with the OEM version of the data-encoded LED emitter (Not for this contract)..
- c. *Infrared Detector.* The detector shall change the infrared signal to an electrical signal. It shall be located at or near the intersection. It shall send the electrical signal via the detector cable to the phase selector (Not for this contract)..
- d. *Detector Cable.* The detector cable shall carry the electrical signal from the detector to the phase selector.

3. Multimode System Components

- a. *Multimode Phase Selector.* The multimode phase selector shall recognize inputs from both infrared and GPS/radio activation methods at the intersection and supply coordinated inputs to the controller. The multimode phase selector shall process the data in order to validate that all parameters required for granting a priority request are met. It shall be located within the controller cabinet at the intersection. It shall request the controller to provide priority to a valid priority vehicle by connecting its outputs to the traffic controller's preemption inputs.
- b. *Card Rack.* The card rack shall provide simplified installation of a phase selector into controller cabinets that do not already have a suitable card rack.
- c. *Auxiliary Interface Panel.* The auxiliary panel shall provide additional preemption outputs if needed. It shall also provide a connection point for the phase selector to monitor the status of the intersection's green lights (green sense). Additional RS-232 communication ports may also be accessed via this panel. If additional outputs are not required, an auxiliary harness shall be used to monitor the status of the intersection's green lights.

Multimode Phase Selector

1. The multimode phase selector recognizes inputs from both infrared and GPS/radio activation methods at the intersection and supplies coordinated inputs to the controller.
2. The multimode phase selector is designed to be installed in the traffic controller cabinet and is intended for use directly with numerous controllers. These include California/New York Type 170 controllers with compatible software, NEMA controllers, or other controllers along with the system card rack and suitable interface equipment and controller software.
3. The multimode phase selector will be a plug-in, four channel, multiple-priority, multi-modal device intended to be installed directly into a card rack located within the controller cabinet. The multi-mode phase selector shall be capable of using existing infrared or GPS/radio system card racks,
4. The multimode phase selector may be powered from either +24 VDC or 120VAC.
5. The multimode phase selector shall support front-panel RS-232, USB and Ethernet interfaces to allow management by on-site interface software and central software. An RS-232 port shall be provided on the rear card edge of the unit. Additional RS-232 communication ports shall be available using the Auxiliary Interface Panel.
6. The multimode phase selector shall include the ability to directly sense the green traffic controller signal indications through the use of dedicated sensing circuits and wires connected directly to field wire termination points in the traffic controller cabinet. This connection shall be made using the auxiliary interface panel.
7. The multimode phase selector shall have the capability of storing a minimum of 10,000 priority control calls. When the log is full, the phase selector shall drop the oldest entry to accommodate the new entry. The phase selector shall store each call record in non-volatile memory and shall retain the record if power terminates. Each preemption record entry shall include the following points of information about the priority call:
 - a. Agency: Indicates the operating agency of the vehicle.

- b. Classification: Indicates the class type of vehicle.
 - c. Identification number: Indicates the unique ID number of the vehicle.
 - d. Priority level: Indicates the vehicle's priority level (High, Low or Probe).
 - e. Direction: Channel A, B, C, or D; indicates the vehicle's direction of travel.
 - f. Call duration: Indicates the total time in seconds the priority status is active.
 - g. Final greens at end of call: Indicates which phases are green at the end of the call.
 - h. Duration of the final greens: Indicates the total time final greens were active at the end of call.
 - i. Time and date call started and ended: Indicates the time a priority call started and ended, provided in seconds, minutes, hours, day, month, and year.
 - j. Turn signal status: Indicates the status of the turn signal during the call.
 - k. Priority output active: Indicates if the phase selector requested priority from the controller for the call.
 - l. Historical no preempt cause: Indicates a history of conditions, which may have prevented a call or caused a call to terminate.
 - m. Speed of vehicle: entry speed, exit speed, average speed through call,
 - n. Relative priority: relative priority of vehicle class logged at time of call,
 - o. Directional priority: directional priority logged at time of call,
 - p. Preempt output used
 - q. Signal intensity: maximum and minimum infrared signal intensity during call.
8. The multimode phase selector shall support a minimum of 5000 code pairs (agency ID, vehicle ID) providing unique vehicle identification and system security implementation at the vehicle level.
 9. The multimode phase selector shall include several programmable control timers that will limit or modify the duration of a priority control condition, by channel. The control timers will be as follows:
 - a. MAX CALL TIME: Sets the maximum time that a channel is allowed to be held active by a specific vehicle. It shall be settable from 60 to 65,535 seconds in one-second increments. The factory default shall be 360 seconds.
 - b. OFF APPROACH CALL HOLD TIME: Sets the amount of time a call is held on a channel after the vehicle has left the approach. It shall be settable from 4 to 255 seconds in one-second increments. The factory default shall be 6 seconds.
 - c. LOST SIGNAL CALL HOLD TIME: Sets the amount of time that a call is held on a channel after the intersection has lost contact with the vehicle. It shall be settable from one to 255 seconds in one-second increments. The factory default shall be six seconds.
 10. The multimode phase selector shall have the ability to enable or disable all calls of both priority levels. This shall be independently settable by channel.
 11. A unique intersection name, which shall be broadcasted, shall be settable for each multimode phase selector.
 12. Up to 25 different radio channels shall be available to be assigned to the multimode phase selector.
 13. The multimode phase selector shall operate in a mode that shall vary the output based on the status of the approaching vehicles turn signal. Additional outputs available on an Auxiliary Interface Panel may be needed. Settings shall be available for this mode as follows:
 - a. Output mappings for each channel.
 - b. Separate setting for each of the four channels.
 - c. Separate settings for each left turn, right turn or straight signal status for each of the above four channels.
 14. The multimode phase selector's default values shall be programmable by the operator on-site or at a remote location.
 15. The multimode phase selector shall be capable of three levels of signal discrimination, as follows:
 - a. Verification of the presence of the signal of either High priority or Low priority.
 - b. Verification that the vehicle is approaching the intersection within a prescribed Estimate Time of Arrival (ETA).
 - c. Determination of when the vehicle is within the prescribed range, either by intensity level or distance from the intersection.
 16. The multimode phase selector shall include one opto-isolated NPN output per channel that provides the following electrical signal to the appropriate pin on the card edge connector:
 - a. 6.25Hz \pm 0.1Hz 50% on/duty square wave in response to a Low priority call.

- b. A steady ON in response to a High priority call.
 - c. The phase selector will also have the option of providing separate outputs for High and Low priority calls for controllers that do not recognize a 6.25 Hz pulsed Low priority request.
 - d. Additional outputs or output modes shall also be available on the auxiliary interface panel.
17. The multimode phase selector shall accommodate three methods for setting range thresholds for High and Low priority signals:
- a. Based on the approaching vehicle's Estimated Time of Arrival (ETA). This shall be settable between 0 and 255 seconds in one second increments. The factory default shall be 30 seconds. The ETA threshold shall be independently settable by each of the following parameters: vehicle class, approach channel and priority level.
 - b. Based on the approaching vehicle's distance from the intersection. This shall be settable between 0 and 5,000 feet in one foot increments. The factory default shall be 1000 feet. The Distance threshold shall be independently settable by each of the following parameters: vehicle class, channel and priority level.
 - c. Based on infrared emitter intensity the system shall accommodate setting a separate range from 200 feet (61m) to 2,500 feet (762m) with 1,200 range set points for both High and Low priority signals.
18. The multimode phase selector shall support three types of green sense logging.
- a. Preemption impact logging which measures and records the impact of an individual signal preemption upon a measured green cycle time.
 - b. TSP impact logging which measures and records whether a TSP advantage was gained during a request and the amount of early or extended green applied.
 - c. Green cycle logging records changes in the average green cycle time. When the average time is measured to have changed, a new log entry is made.
19. The multimode phase selector will have the following indicators:
- a. A STATUS indicator that illuminates steadily to indicate proper operation.
 - b. A link indicator on the multimode phase selector illuminates green if other radios are within range.
 - c. A radio indicator that indicates the status of the communication between the vehicle control unit and the radio/GPS unit. The indicator illuminates amber to indicate that there is communication between the vehicle control unit and the radio/GPS unit. The indicator illuminates green to indicate that a GPS signal has been acquired and the 2.4 GHz radio is on the air.
 - d. LED indicators (one for High priority, one for Low priority) for each channel display active calls as steady ON and pulse to indicate pending preemption requests.
20. The phase selector shall have a test switch for each channel to test proper operation of High or Low priority.
21. The multimode phase selector shall utilize the time obtained from the GPS satellites to time stamp the activity logs. The user will set the local time zone (offset from GPS time) via the interface software.
22. The interface software shall have the capability to set the multimode phase selector to automatically adjust the GPS time offset for changes in daylight savings time.
23. An auxiliary interface panel shall be available to facilitate interconnections between the multimode phase selector and traffic cabinet wiring as well as provide additional outputs.
24. A multimode phase selector port may be configured to output GPS data at a user selectable baud rate in the NMEA 0183 format. It will output the following messages (depending on the baud rate):
- a. GGA - Global Positioning System Fix Data (2400 baud and higher)
 - b. GSA- GPS DOP and active satellites (2400 baud and higher)
 - c. GSV - Satellites in view (4800 baud and higher)
 - d. RMC - Recommended Minimum Navigation Information (1200 baud and higher)

For traffic controllers that are capable of interpreting GPS data in the NMEA 0183 serial format, this GPS data may be used to synchronize the controller's clock using the GPS date and time.

Additionally, a discrete output from the phase selector may be used to reset the traffic controller using the clock reset function/input of the controller. This output shall be available on the Auxilliary Interface Panel. This output shall be referenced to the GPS date and time.

This output may be configured as follows:

- a. Enabled or Disabled
 - b. Time of day reset is activated (12:00 A. M. to 6:00 A.M. in 30 minute increments)
 - c. Duration of reset pulse (100-2,000 milliseconds)
 - d. Repeat every 1 to 30 days
25. The multimode phase selector shall provide the user with call play-back logs for the last 100 priority activation requests. Each log shall contain up to the last 250 seconds of a call. The call play-back logs shall include:
- a. GPS/radio based calls shall record vehicle speed, heading, signal quality, GPS location, coded ID, green sense state, call status (active, pending, disabled), approach channel and turn signal status and priority information.
 - b. Infrared based calls shall record intensity, coded ID, green sense state, call status (active, pending, disabled), approach channel and priority information.
 - c. Data shall be recorded once per second. Recording terminates at call end.
26. The following diagnostic tests are incorporated in the multimode phase selector
- a. Power up built in test
 - b. Communications port tests
 - c. Preemption output test call
 - d. Detector response test
27. The multimode phase selector shall be capable of call bridging. Call bridging enables the treatment of two vehicles requesting priority activation to have their calls linked together to hold a call to the controller so that they may traverse the approach together.
28. The multimode phase selector shall be capable of directional priority. Priority for calls may be assigned to individual approach channels such that calls in a particular direction will be given priority over calls in competing directions within the same priority level.
29. When used with a GPS Radio Unit, the multimode phase selector shall relay a priority request to the next adjacent intersection based on the direction indicated by the vehicle's turn signals.
30. The multimode phase selector shall be capable of utilizing time plans to allow users to vary priority activation by time of day, or for a specific time period such as special events. Time plans shall be configured via system software.
31. The multimode phase selector shall support evacuation mode for low priority calls. Upon activation of this mode from the central management software, low priority vehicle calls shall be recognized by the multimode phase selector as if they were high priority vehicle calls for a temporary period of time as defined by the user. This mode shall be supported for both infrared and GPS radio emitters. Vehicles transmitting high priority signals shall continue to maintain priority over the evacuation mode priority vehicles.
32. The multimode phase selector shall allow relative priority. Relative priority allows emitter classes to be used as an additional level of prioritization within priority levels (i.e. high and low priority levels have different sets of relative priorities). Relative priority shall support up to 15 unique classes in each priority level (High and Low). Relative priority class level 15 will have the highest weight and 1 the lowest weight in each. If relative priority is enabled, a priority call will be granted to the caller with the higher class level within high and low priority levels. A vehicle with a call granted, shall be able to have its call taken away by a higher level class vehicle. The system shall provide a lockout threshold that once met, shall disallow higher relative priority calls from taking away a call. Separate thresholds for infrared and GPS/radio calls shall be provided. Infrared call thresholds shall be specified as an intensity with a default value of 1,000. GPS/radio call thresholds shall be specified as an ETA in seconds. The default is ETA shall be 12 seconds. Threshold values for both types of calls shall be settable via system software. High priority calls will always be served over low priority calls regardless of either's relative class. Preemption for vehicles with the same base priority (high, low) and the same relative priority is done using the default first come, first served mechanism. Relative priority is capable of being enabled or disabled using system software. Relative priority for high and low can be separately enabled or disabled using system software.

The default settings for all relative priority (high and low) values will be 15. Relative priority shall be disabled by default for both high and low priority.

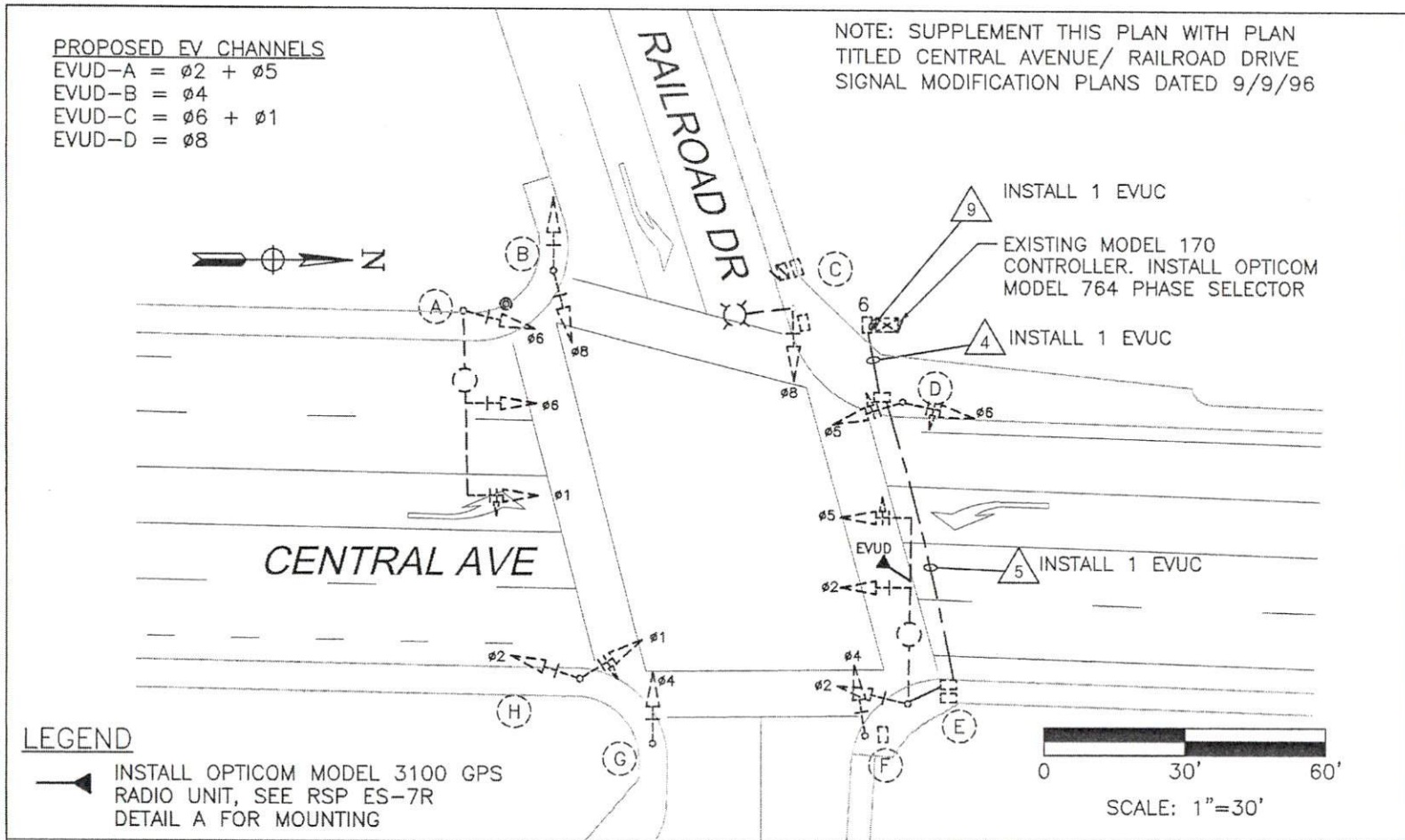
On-site Interface Software

1. Interface software shall be provided to manage the multimode phase selector while on-site at the intersection.
2. The on-site software shall be provided on CD-ROM or via download from the vendor's website.
3. The on-site software shall be supported on Windows™ XP and Windows™ 7 operating systems.
4. The vendor shall provide minimum hardware configuration information for computer(s) running the on-site software.
5. The on-site software shall provide context-sensitive online help.
6. The on-site software shall allow the user to view and update all programmable configuration parameters of the multimode phase selector.
7. The on-site software shall allow the user to provide intersection name and approach names for each of the four channels and store these as part of the multimode phase selector configuration.
8. The on-site software shall allow the user to view and update valid and blocked vehicle codes for the multimode phase selector.
9. The on-site software shall allow the user to create preemption zones directly on a GIS map. Provided the map data is complete, it shall not be necessary to drive a vehicle to create the preemption zones. In areas where map data is incomplete or incorrect, it shall be possible to record points to be used as a reference to create the preemption zones.
10. The on-site software shall allow the user to save the configuration from the multimode phase selector to a file.
11. The on-site software shall allow the user to restore the configuration for a multimode phase selector from a saved configuration file.
12. The on-site software shall allow the user to print the multimode phase selector configuration.
13. The on-site software shall allow the user to view the activity log from the multimode phase selector.
14. The on-site software shall allow the user to save the activity log to a file.
15. The on-site software shall allow the user to print the activity log.
16. The on-site software shall allow the user to update firmware for all upgradable modules of the multimode phase selector.
17. The on-site software shall display current status of all vehicles within radio range of the multimode phase selector, both in table format and displayed on a GIS map. The following details shall be tracked:
 - a. The approach channel
 - b. Agency ID, vehicle class, and vehicle ID
 - c. Priority level
 - d. Preempt / priority status
 - e. No preempt cause
 - f. Turn signal status
 - g. Signal strength serial number
 - h. Radio channel
 - i. ETA, distance, heading and velocity of vehicles in approach corridor
 - j. Source of the call: vehicle or intersection
 - k. Green phase monitoring with information on the current greens
 - l. Active preemption / priority output
18. The on-site software shall display current status of all other intersections within radio range of the multimode phase selector. The following details shall be tracked:
 - a. Name
 - b. Radio channel
 - c. Signal strength
 - d. Number of vehicle tracked
 - e. Number of satellites heard
 - f. Fix type
 - g. Horizontal and position dilution
 - h. Serial number

19. The on-site software shall display current status of visible GPS satellites. The following details shall be tracked:
- a. Intersection latitude and longitude
 - b. Fix type
 - c. Horizontal and position dilution
 - d. Satellite number, elevation, and azimuth

GTT/Opticom Traffic Light System be measured in place by each intersection and will be paid for at the contract unit price per lump sum, which price shall be payment in full for all labor, equipment, and materials as specified in this provision, and as directed by the Engineer to accomplish this work.

The Opticom IR/GPS vehicle emitters be measured in place by each emitter and will be paid for at the contract unit price per each emitter. The emitters shall be provided to Arcata Fire Department for installation. The work will be accepted by the engineer after all intersections and emitters have been tested and approved by both the Engineer and Arcata Fire Department.



ROAD NAME: CENTRAL AVE AND RAILROAD DR		DESIGN SECTION	COUNTY OF HUMBOLDT DEPARTMENT OF PUBLIC WORKS CENTRAL AVENUE PRE-EMPTION PLAN 100% SUBMITTAL	SHEET 1 OF 8
ROAD NO: 4L800	MILE POST:	ROBERT L. BURNETT		
PROJECT NO.: HSIPL-5904 (131)	EA NO.:	DESIGNED BY: SF		
CONTRACT NO.: 213003	PPNO:	DRAWN BY: WJP		
		REVIEWED BY: RLB		
PLOT DATE: 2/2/2016		APPROVED BY: CJW		

LEGEND

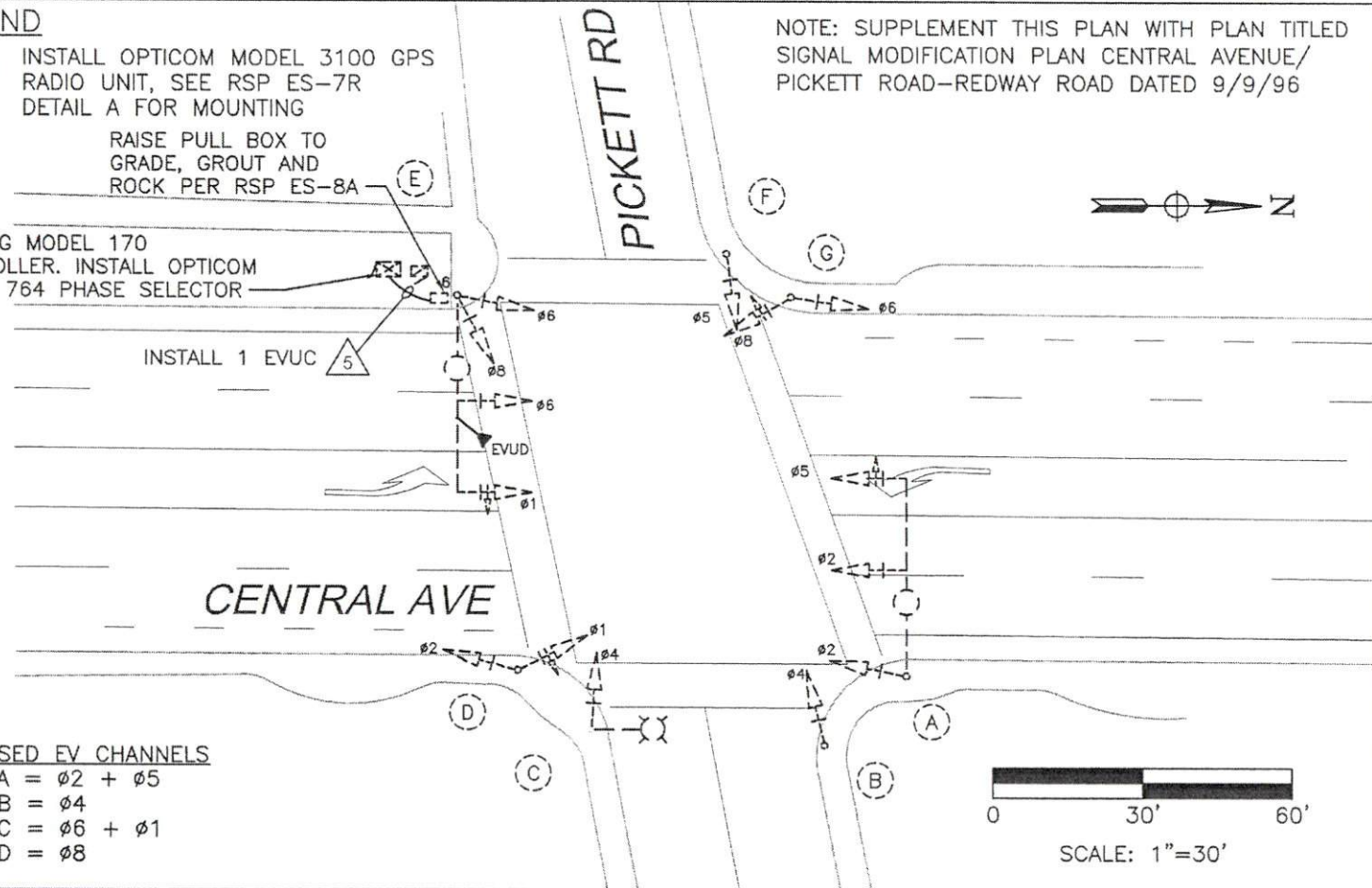
INSTALL OPTICOM MODEL 3100 GPS RADIO UNIT, SEE RSP ES-7R
DETAIL A FOR MOUNTING

RAISE PULL BOX TO GRADE, GROUT AND ROCK PER RSP ES-8A

EXISTING MODEL 170 CONTROLLER. INSTALL OPTICOM MODEL 764 PHASE SELECTOR

INSTALL 1 EVUC

NOTE: SUPPLEMENT THIS PLAN WITH PLAN TITLED SIGNAL MODIFICATION PLAN CENTRAL AVENUE/PICKETT ROAD-REDWAY ROAD DATED 9/9/96



PROPOSED EV CHANNELS

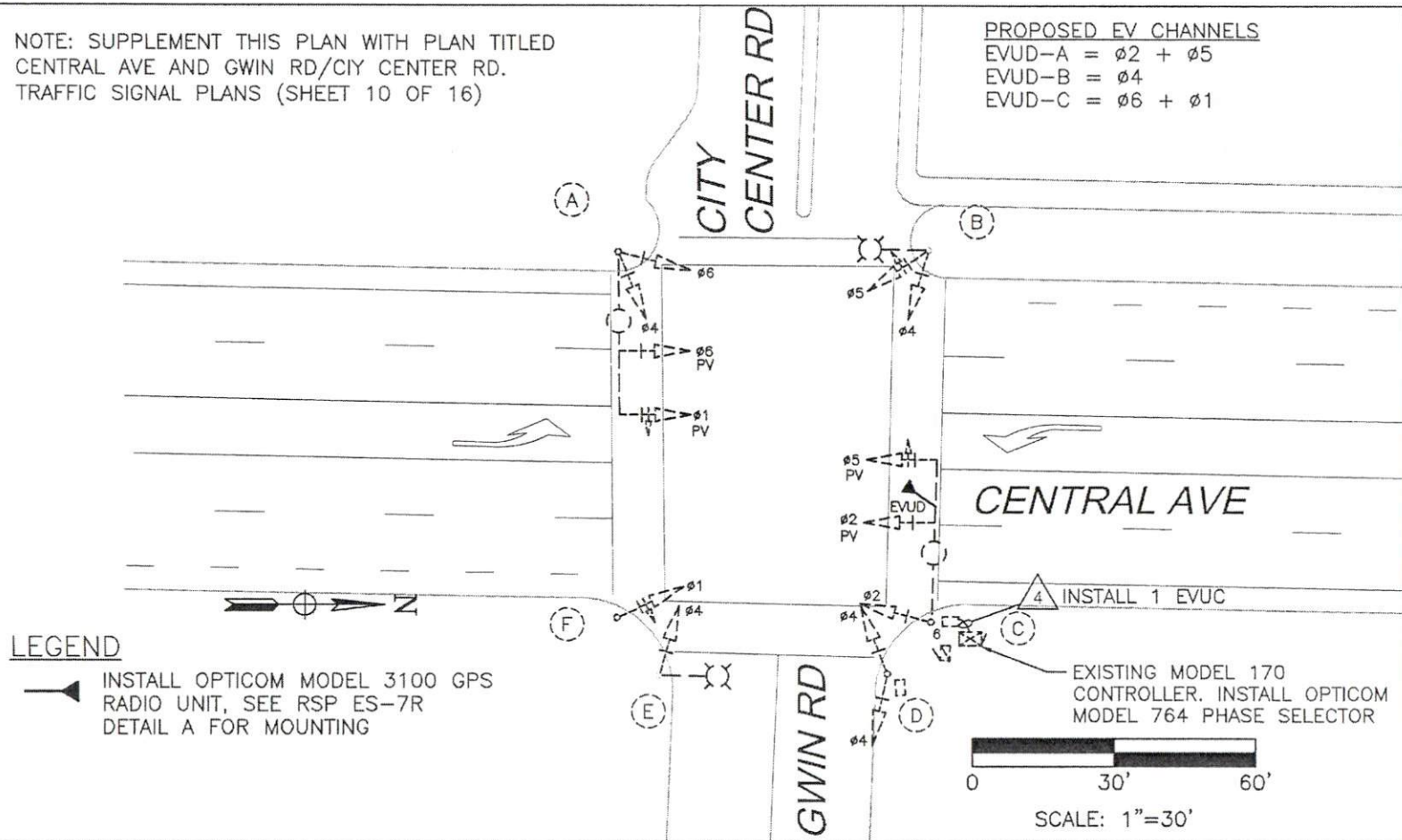
- EVUD-A = $\phi 2 + \phi 5$
- EVUD-B = $\phi 4$
- EVUD-C = $\phi 6 + \phi 1$
- EVUD-D = $\phi 8$

ROAD NAME: CENTRAL AVE AND PICKETT RD		DESIGN SECTION	COUNTY OF HUMBOLDT DEPARTMENT OF PUBLIC WORKS	SHEET 2 OF 8
ROAD NO: 4L800	MILE POST:	ROBERT L BURNETT		
PROJECT NO.: HSIPL-5904 (131)	EA NO.:	DESIGNED BY: SF	CENTRAL AVENUE PRE-EMPTION PLAN	100% SUBMITTAL
CONTRACT NO.: 213003	PPNO:	DRAWN BY: WJP		
		REVIEWED BY: RLB		
PLOT DATE: 2/2/2016		APPROVED BY: CJW		

64

NOTE: SUPPLEMENT THIS PLAN WITH PLAN TITLED
CENTRAL AVE AND GWIN RD/CITY CENTER RD.
TRAFFIC SIGNAL PLANS (SHEET 10 OF 16)

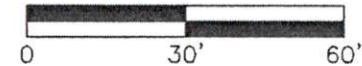
PROPOSED EV CHANNELS
EVUD-A = $\phi 2 + \phi 5$
EVUD-B = $\phi 4$
EVUD-C = $\phi 6 + \phi 1$



LEGEND

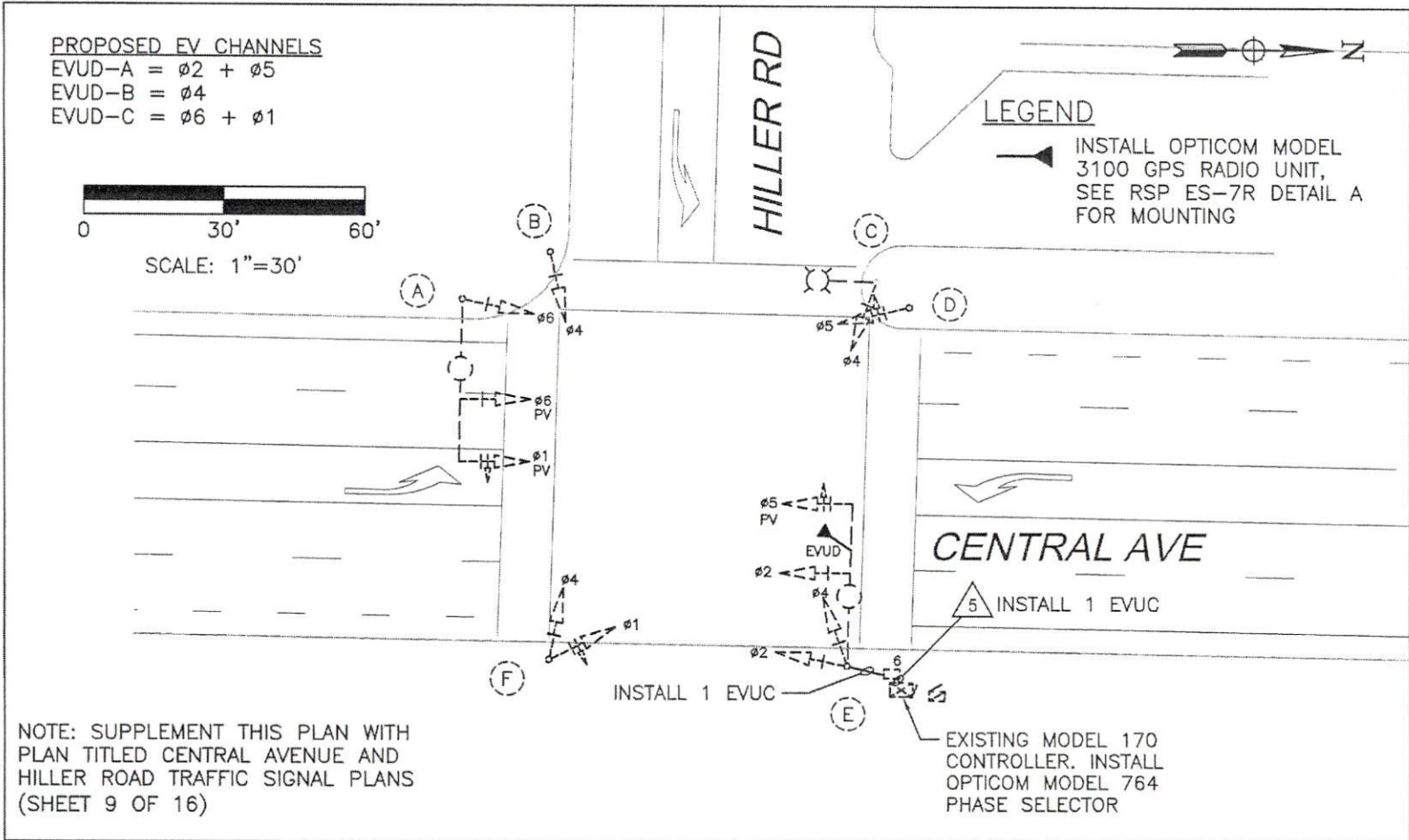
INSTALL OPTICOM MODEL 3100 GPS
RADIO UNIT, SEE RSP ES-7R
DETAIL A FOR MOUNTING

EXISTING MODEL 170
CONTROLLER. INSTALL OPTICOM
MODEL 764 PHASE SELECTOR



SCALE: 1"=30'

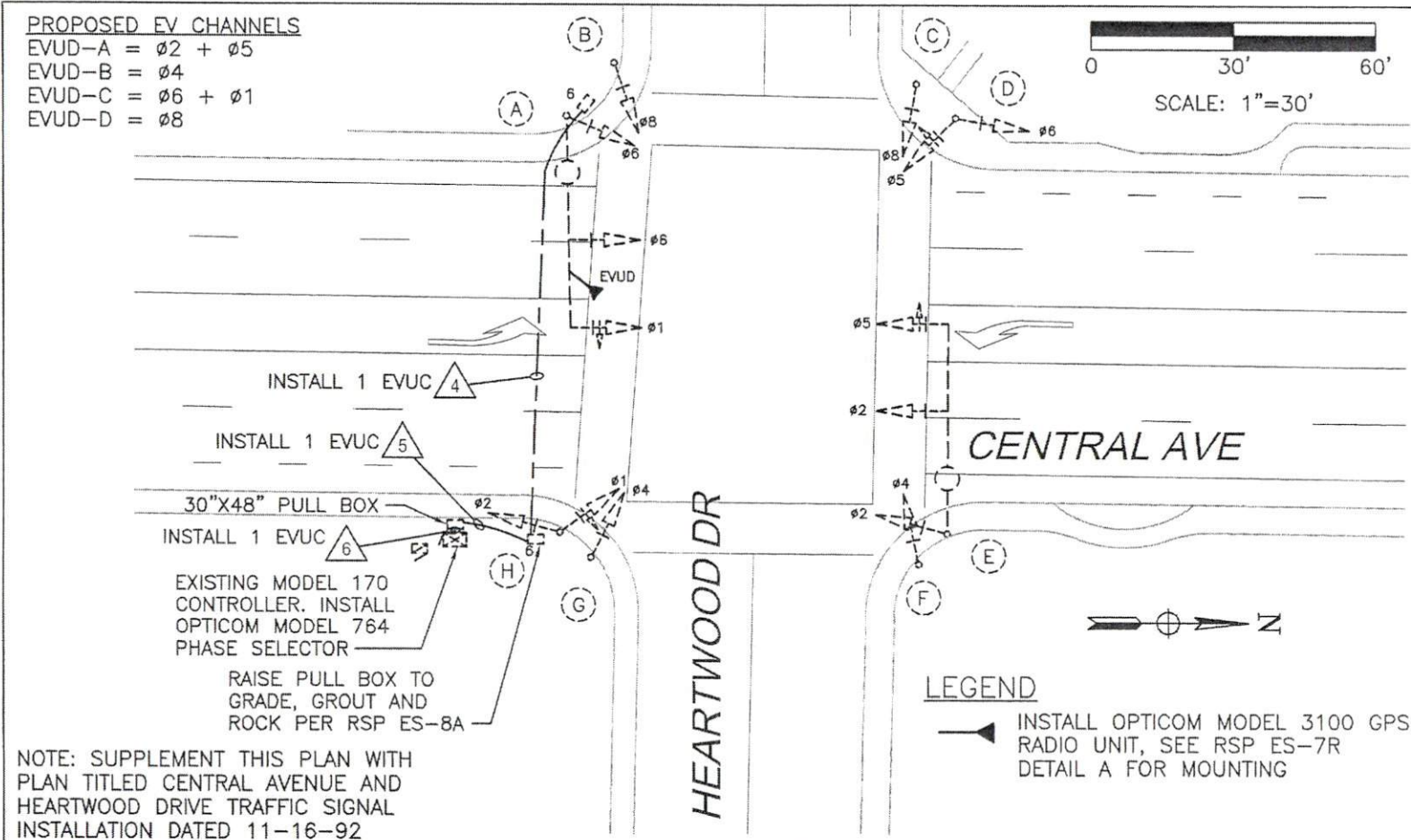
ROAD NAME: CENTRAL AVE AND GWIN RD/CITY CENTER RD		DESIGN SECTION ROBERT L BURNETT	COUNTY OF HUMBOLDT DEPARTMENT OF PUBLIC WORKS	SHEET 3 OF 8
ROAD NO: 4L800	MILE POST:	DESIGNED BY: SF		
PROJECT NO.: HSIPL-5904 (131)	EA NO.:	DRAWN BY: WJP	100% SUBMITTAL	
CONTRACT NO.: 213003	PPNO:	REVIEWED BY: RLB		
PLOT DATE: 2/2/2016		APPROVED BY: CJW		



ROAD NAME: CENTRAL AVE AND HILLER RD		DESIGN SECTION ROBERT L. BURNETT	COUNTY OF HUMBOLDT DEPARTMENT OF PUBLIC WORKS	SHEET 4 OF 8
ROAD NO: 4L800	MILE POST:			
PROJECT NO.: HSIPL-5904 (131)	EA NO.:	DESIGNED BY: SF	CENTRAL AVENUE PRE-EMPTION PLAN	100% SUBMITTAL
CONTRACT NO.: 213003	PPNO:	DRAWN BY: WJP		
		REVIEWED BY: RLB		
PLOT DATE: 2/2/2016		APPROVED BY: CJW		

PROPOSED EV CHANNELS

- EVUD-A = $\emptyset 2 + \emptyset 5$
- EVUD-B = $\emptyset 4$
- EVUD-C = $\emptyset 6 + \emptyset 1$
- EVUD-D = $\emptyset 8$



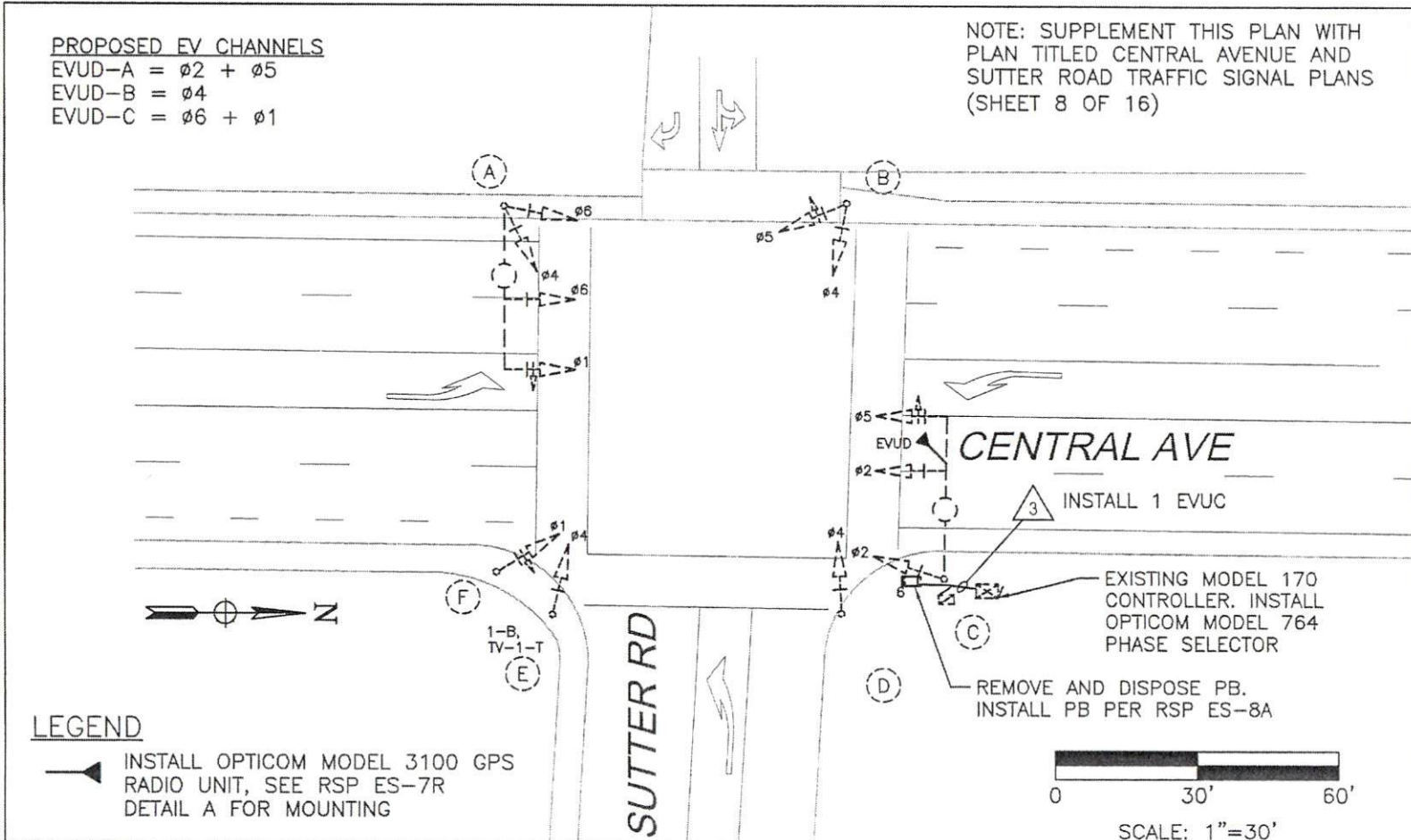
67

ROAD NAME: CENTRAL AVE AND HEARTWOOD DR		DESIGN SECTION ROBERT L. BURNETT	COUNTY OF HUMBOLDT DEPARTMENT OF PUBLIC WORKS	SHEET 5 OF 8
ROAD NO: 4L800	MILE POST:	DESIGNED BY: SF		
PROJECT NO.: HSIPL-5904 (131)	EA NO.:	DRAWN BY: WJP	100% SUBMITTAL	
CONTRACT NO.: 213003	PPNO:	REVIEWED BY: RLB		
PLOT DATE: 2/2/2016		APPROVED BY: CJW		

PROPOSED EV CHANNELS

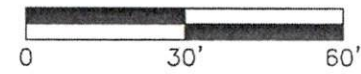
- EVUD-A = $\phi 2 + \phi 5$
- EVUD-B = $\phi 4$
- EVUD-C = $\phi 6 + \phi 1$

NOTE: SUPPLEMENT THIS PLAN WITH
PLAN TITLED CENTRAL AVENUE AND
SUTTER ROAD TRAFFIC SIGNAL PLANS
(SHEET 8 OF 16)



LEGEND

- INSTALL OPTICOM MODEL 3100 GPS
RADIO UNIT, SEE RSP ES-7R
DETAIL A FOR MOUNTING



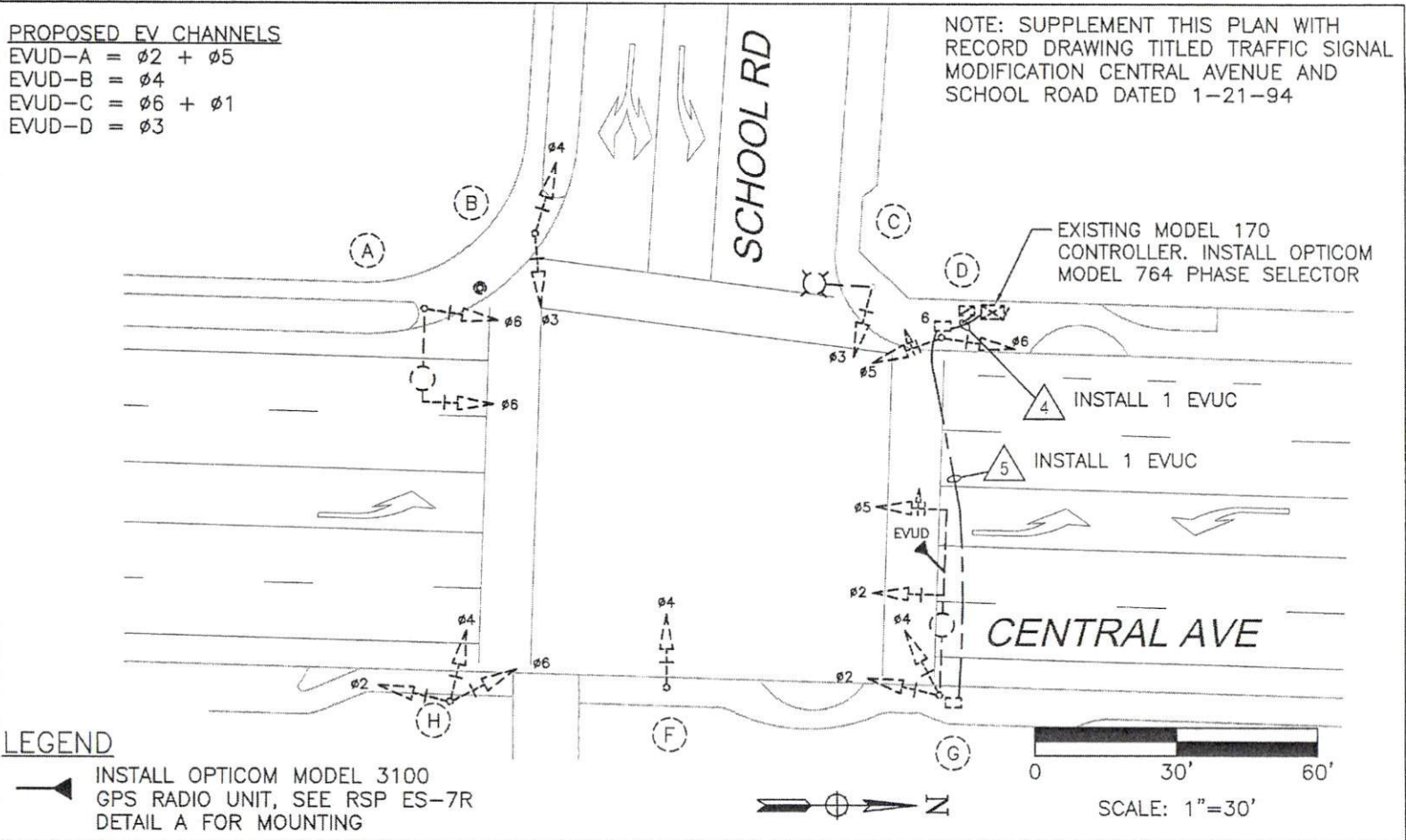
SCALE: 1"=30'

ROAD NAME: CENTRAL AVE AND SUTTER RD		DESIGN SECTION	COUNTY OF HUMBOLDT DEPARTMENT OF PUBLIC WORKS CENTRAL AVENUE PRE-EMPTION PLAN <div style="border: 1px solid black; padding: 5px; display: inline-block;">100% SUBMITTAL</div>	SHEET 6 OF 8
ROAD NO: 4L800	MILE POST:	ROBERT L BURNETT		
PROJECT NO.: HSIPL-5904 (131)	EA NO.:	DESIGNED BY: SF		
CONTRACT NO.: 213003	PPNO:	DRAWN BY: WJP		
		REVIEWED BY: RLB		
PLOT DATE: 2/2/2016		APPROVED BY: CJW		

PROPOSED EV CHANNELS

- EVUD-A = $\phi 2 + \phi 5$
- EVUD-B = $\phi 4$
- EVUD-C = $\phi 6 + \phi 1$
- EVUD-D = $\phi 3$

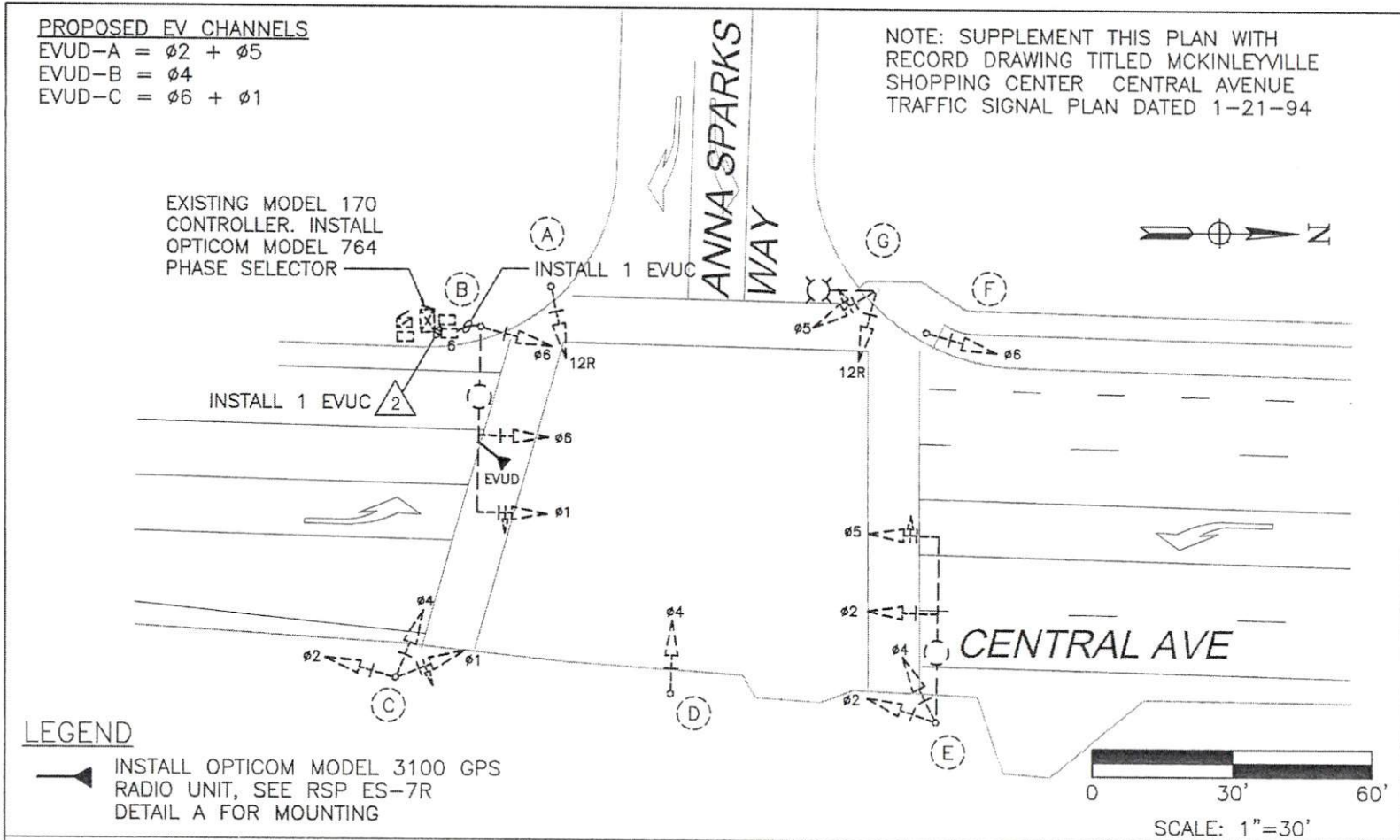
NOTE: SUPPLEMENT THIS PLAN WITH RECORD DRAWING TITLED TRAFFIC SIGNAL MODIFICATION CENTRAL AVENUE AND SCHOOL ROAD DATED 1-21-94



LEGEND

- INSTALL OPTICOM MODEL 3100 GPS RADIO UNIT, SEE RSP ES-7R DETAIL A FOR MOUNTING

ROAD NAME: CENTRAL AVE AND SCHOOL RD		DESIGN SECTION	COUNTY OF HUMBOLDT DEPARTMENT OF PUBLIC WORKS	SHEET 7 OF 8
ROAD NO: 4L800	MILE POST:	ROBERT L BURNETT		
PROJECT NO.: HSIPL-5904 (131)	EA NO.:	DESIGNED BY: SF	CENTRAL AVENUE PRE-EMPTION PLAN	100% SUBMITTAL
CONTRACT NO.: 213003	PPNO:	DRAWN BY: WJP		
		REVIEWED BY: RLB		
PLOT DATE: 2/2/2016		APPROVED BY: CJW		



ROAD NAME: CENTRAL AVE AND ANNA SPARKS WAY		DESIGN SECTION	COUNTY OF HUMBOLDT DEPARTMENT OF PUBLIC WORKS	SHEET 8 OF 8
ROAD NO: 4L800	MILE POST:	ROBERT L BURNETT		
PROJECT NO.: HSIPL-5904 (131)	EA NO.:	DESIGNED BY: SF		
CONTRACT NO.: 213003	PPNO:	DRAWN BY: WJP		
		REVIEWED BY: RLB		
PLOT DATE: 2/2/2016		APPROVED BY: CJW	100% SUBMITTAL	

PROPOSAL
TO
THE COUNTY OF HUMBOLDT
FOR

**CENTRAL AVENUE (4L800) HIGHWAY SAFETY IMPROVEMENT PROJECT
FROM ANNA SPARKS WAY TO HILLER ROAD
PROJECT NO.: HSIPL-5904 (131)
CONTRACT NO.: 213003**

Name of Bidder: _____
(Name must be exactly as it appears [or will appear] on Contractor's license)

Business Address: _____

Telephone No.: _____

Place of Residence: _____

The work for which this proposal is submitted is for construction in accordance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described above, including any addenda thereto, the contract annexed hereto and also in accordance with the California Department of Transportation Standard Plans dated **2010**, the Standard Specifications dated **2010**, and the Labor Surcharge and Equipment Rental Rates in effect at the time the work is performed.

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentagewise the unit price or item total in the County of Humboldt's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the County of Humboldt, and that discretion will be exercised in the manner deemed by the County of Humboldt to best protect the public interest in the prompt and economical completion of the work. The decision of the County of Humboldt respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the County of Humboldt, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the County of Humboldt that the contract has been awarded, the County of Humboldt may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the County of Humboldt.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the County of Humboldt, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:

BID FORM (EXHIBIT A)
CENTRAL AVENUE (4L800) HIGHWAY SAFETY IMPROVEMENT PROJECT FROM
ANNA SPARKS WAY TO HILLER ROAD
PROJECT NO.: HSIPL-5904 (131)
CONTRACT NO.: 213003

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	74016	Construction Site Management	LS	1		
2	74017	Prepare Water Pollution Control Program	LS	1		
3	74032	Temporary Concrete Washout Facility (Portable)	EA	2		
4	74038	Temporary Drainage Inlet Protection	EA	10		
5	120090	Construction Area Signs	EA	26		
6	120100	Traffic Control System	LS	1		
7	150714	Remove Thermoplastic Striping	LS	1		
8	150715	Remove Thermoplastic Marking	LS	1		
9	150722	Remove Pavement Markers	LS	1		
10	190101	Roadway Excavation	CY	250		
11	260201	Class 2 Aggregate Base (CY)	CY	195		
12	390132	Hot Mix Asphalt (Type A, 1/2" mix)	Ton	25		
13	562001	Roadside Sign (Yield Here to Pedestrians, Pedestrian Cross	EA	6		
14	562001	S Roadside Sign (RRFB with Pedestrian Sign W11-2)	EA	9		
15	730070	Detectable Warning Surface	SF	643		
16	731502	Minor Concrete (Mountable Curb with islands)	CY	85		
17	731502	Minor Concrete (Midblock Crossings)	CY	18		
18	731502	Minor Concrete (Sidewalk, Curb & Gutter, Driveway)	CY	18		
19	731519	Minor Concrete (Stamped)	SF	1,300		
20	731623	Minor Concrete (Curb Ramp)	CY	48		
21	840501	4" Enhanced Wet Night Thermoplastic Traffic Stripe	LF	19,614		
22	840501	6" Enhanced Wet Night Thermoplastic Traffic Stripe	LF	6,538		
23	840501	8" Enhanced Wet Night Thermoplastic Traffic Stripe	LF	900		
24	850111	Pavement Markers (Reflective)	EA	511		
25	840515	Enhanced Wet Night Thermoplastic Pavement Marking	SF	8,215		
26	840661	Colored Bicycle lanes	SF	19,106		
27	861501	GTT/Opticom Traffic Light System (8 intersections)	LS	1		
28	861501	Opticom IR/GPS vehicle Emitter	EA	8		
29	861502	Modify Signal (Pedestrian Push Button)	LS	40		
30	999990	Mobilization	LS	1		

BID TOTAL

ADDITIVE OPTION A

1	152440	Opticom Interface Panel (extra phases)	EA	8		
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ADDITIVE OPTION TOTAL

ADDITIVE OPTION B							
1	378000		Traffic Control System	LS	1		
2	378000		Accelerated Cure Slurry Seal	SY	33,978		
3	150714		Remove Thermoplastic Striping	LS	1		
4	150715		Remove Thermoplastic Markings	LS	1		
5	150722		Remove Pavement Markers	LS	1		
6	840501		4" Enhanced Wet Night Thermoplastic Traffic Stripe	LF	2,920		
7	840501		6" Enhanced Wet Night Thermoplastic Traffic Stripe	LF	1,460		
8	840501		8" Enhanced Wet Night Thermoplastic Traffic Stripe	LF	300		
9	840515		Enhanced Wet Night Thermoplastic Pavement Marking	SF	3,330		
10	850111		Pavement Marker (Retrorefelctive)	EA	65		

ADDITIVE OPTION TOTAL

ACKNOWLEDGEMENT OF ADDENDA

<u>ADDENDUM NO.</u>	<u>INITIAL</u>
_____	_____
_____	_____
_____	_____

(Bidder's Signature)

(Title)

PROPOSAL SIGNATURE PAGE

Accompanying this proposal is _____

*(NOTICE: INSERT THE WORDS "CASH (\$___)", "CASHIER'S CHECK",
"CERTIFIED CHECK", OR "BIDDERS'S BOND", AS THE CASE MAY BE.)*

in the amount of at least **TEN PERCENT (10%)** of the total bid.

The names of all persons interested in the foregoing proposal as Principals are as follows:

(NOTE: If a Bidder or other interested person is a Corporation, state the legal name of the corporation, also names of the president, secretary, treasurer, and manager thereof; if a Co-partnership, state the true name of the firm, also state the names of all individual copartners composing the firm; if the Bidder or other interested person is an Individual, state the first and last names in full.)

Licensed in accordance with an act providing for the registration of Contractors,

LICENSE NO. _____ **Classification(s)** _____

Note: It is optional to provide your contractors license number at this time. You are not required to provide your contractors license number until the time that the contract is to be awarded.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____



Signature and Title of Bidder

Bidder's Business Address _____

Place of Residence _____

BIDDER'S BOND

COUNTY OF HUMBOLDT, DEPARTMENT OF PUBLIC WORKS

**CENTRAL AVENUE (4L800) HIGHWAY SAFETY IMPROVEMENT PROJECT FROM ANNA SPARKS WAY TO HILLER ROAD
PROJECT NO.: HSIPL-5904 (131)
CONTRACT NO.: 213003**

for which bids are to be opened on **TUESDAY, APRIL 5, 2016**, at 2:00 PM, in the Office of the Clerk of the Board, Humboldt County Courthouse, in Eureka, California.

Know all men by these presents: That we _____

_____, as **PRINCIPAL**,

and _____,

as **SURETY**, are held and firmly bound unto the County of Humboldt in the penal sum of **TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID** of the **PRINCIPAL** named above, submitted by said **PRINCIPAL** to the County of Humboldt for the work described above, for the payment of which sum is lawful money of the United States, well and truly to be made, to the Director of the Department to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the **SURETY** hereunder exceed the sum of:

\$ _____

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the **PRINCIPAL** has submitted the above mentioned bid to the County of Humboldt, as aforesaid, for the construction as specifically described above,

NOW, THEREFORE, if the aforesaid **PRINCIPAL** is awarded the contract, and within the time and manner required under the Specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Department, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this

_____ day of _____, 20 ____.

_____ (seal)

_____ (seal)

PRINCIPAL

_____ (seal)

_____ (seal)

SURETY

Address: _____

Note: Signatures of those executing for **SURETY** must be properly acknowledged.

CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION

Labor Code Section 3700.

"Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the foregoing ways:

- A. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

- B. By securing from the Director of Industrial Relations a certificate of consent of self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and that I will comply with such provisions before commencing the performance of the work of this contract.

(In accordance with Article 5 [commencing at Section 1860], Chapter 1 , Part 7 , Division 2 , of the Labor Code, the above certificate must be signed and filed with the awarding body prior to commencing any work under this contract.)

LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

PROJECT NO.: HSIPL-5904 (131)

The bidder shall list all subcontractors in accordance with Section 2-1.33C of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	< \$1 million		<input type="checkbox"/> YES
		< \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	< \$10 million		If YES, DBE#
		< \$15 million		
<i>City State ZIP</i>	<i>License No.</i>	> \$15 million		Age of Firm
<i>Name</i>	<i>Phone</i>	< \$1 million		<input type="checkbox"/> YES
		< \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	< \$10 million		If YES, DBE#
		< \$15 million		
<i>City State ZIP</i>	<i>License No.</i>	> \$15 million		Age of Firm
<i>Name</i>	<i>Phone</i>	< \$1 million		<input type="checkbox"/> YES
		< \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	< \$10 million		If YES, DBE#
		< \$15 million		
<i>City State ZIP</i>	<i>License No.</i>	> \$15 million		Age of Firm
<i>Name</i>	<i>Phone</i>	< \$1 million		<input type="checkbox"/> YES
		< \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	< \$10 million		If YES, DBE#
		< \$15 million		
<i>City State ZIP</i>	<i>License No.</i>	> \$15 million		Age of Firm

LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II

PROJECT NO.: HSIPL-5904 (131)

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	< \$1 million		<input type="checkbox"/> YES
		< \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	< \$10 million		If YES, DBE#
		< \$15 million		
<i>City State ZIP</i>	<i>License No.</i>	> \$15 million		Age of Firm
<i>Name</i>	<i>Phone</i>	< \$1 million		<input type="checkbox"/> YES
		< \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	< \$10 million		If YES, DBE#
		< \$15 million		
<i>City State ZIP</i>	<i>License No.</i>	> \$15 million		Age of Firm
<i>Name</i>	<i>Phone</i>	< \$1 million		<input type="checkbox"/> YES
		< \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	< \$10 million		If YES, DBE#
		< \$15 million		
<i>City State ZIP</i>	<i>License No.</i>	> \$15 million		Age of Firm
<i>Name</i>	<i>Phone</i>	< \$1 million		<input type="checkbox"/> YES
		< \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	< \$10 million		If YES, DBE#
		< \$15 million		
<i>City State ZIP</i>	<i>License No.</i>	> \$15 million		Age of Firm

Exhibit 15-G Construction Contract DBE Commitment

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____

8. Total Dollar Amount for ALL Subcontractors: _____ 9. Total Number of ALL Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount

Local Agency to Complete this Section		15. TOTAL CLAIMED DBE PARTICIPATION	
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
25. Local Agency Representative's Signature _____	26. Date _____	IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
27. Local Agency Representative's Name _____	28. Phone _____	16. Preparer's Signature _____	17. Date _____
29. Local Agency Representative's Title _____		18. Preparer's Name _____	19. Phone _____
		20. Preparer's Title _____	

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

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

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. **Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
22. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
23. **Bid Opening Date** - Enter the date contract bids were opened.
24. **Contract Award Date** - Enter the date the contract was executed.
25. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
26. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
27. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
28. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
29. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE Information - Good Faith Efforts

CENTRAL AVENUE (4L800) HIGHWAY SAFETY IMPROVEMENT PROJECT FROM ANNA SPARKS
WAY TO HILLER ROAD

Federal-aid Project No PROJECT NO.: HSIPL-5904 (131)

CONTRACT NO.: 213003

Bid Opening Date: APRIL 5, 2016

The County of Humboldt established a Disadvantaged Business Enterprise (DBE) goal of 1.0 % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
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<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____, has not ____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State or local government project because of a violation of law or a safety regulation?

YES NO

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a Federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE : The above statement and questionnaire constitute part of the Proposal, and signature on the signature portion of this Proposal shall constitute signature of this statement and questionnaire.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the COUNTY OF HUMBOLDT, DEPARTMENT OF PUBLIC WORKS:

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has nor in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

NOTE: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

CERTIFICATION FOR FEDERAL AID CONTRACTS (LOBBYING ACTIVITIES)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: Year _____ Quarter _____ Date of Last report _____		
4. Name and Address of Reporting Entity: Prime _____ Subawardee _____ Tier _____, <i>if known</i> Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency: _____	7. Federal Program Name/Description: _____ CFDA Number, <i>if applicable</i> _____			
8. Federal Action Number, if known _____	9. Award Amount, if known: _____			
10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> _____ <i>(attach continuation sheet(s) if necessary)</i>		b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____		
11. Amount of Payment (check all that apply): \$ _____ actual _____ planned _____	13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____			
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____				
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or members(s) contacted, for Payment Indicated in Item 11: <i>(attach continuation sheet(s) if necessary)</i>				
15. Continuation Sheet(s) attached: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;">Yes</td> <td style="width: 50%; text-align: center;">No</td> </tr> </table>			Yes	No
Yes	No			
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone Number: _____ Date: _____		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL Standard Form LLL Rev. 09-12-97		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04-90«ENDIF»

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

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency			4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address				7. Final Contract Amount	
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment	
				Non-DBE	DBE			
15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____				16. TOTAL				

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures
ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 9581

AGREEMENT

This is an AGREEMENT made and entered into this _____ day
of _____, 20__, by and between the County of Humboldt, a
political subdivision of the State of California (hereinafter referred to as COUNTY)
and _____,
a corporation organized and existing under the laws of the State of California;
hereinafter referred to as "CONTRACTOR".

County and Contractor for the consideration hereinafter named agree as follows:

Section 1 - SCOPE OF WORK

Contractor shall furnish all Labor, Tools and Materials and perform all the work for the:

**CENTRAL AVENUE (4L800) HIGHWAY SAFETY IMPROVEMENT PROJECT FROM
ANNA SPARKS WAY TO HILLER ROAD
PROJECT NO.: HSIPL-5904 (131)
CONTRACT NO.: 213003**

in accordance with the contract documents referred to in Section 3 of this Agreement.

Section 2 - CONTRACT PRICE

County shall pay, and Contractor shall accept Contractor's Bid Prices, as shown on EXHIBIT "A" attached hereto and made a part hereof, as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage, arising out of the work aforesaid, or from the actions of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by County, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of the work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Specifications, and the requirements of the Engineer.

Section 3 - CONTRACT DOCUMENTS

The complete contract between the parties hereto shall consist of the following, hereinafter referred to as the CONTRACT DOCUMENTS:

- Notice to Contractors
- Plans and Drawings
- Bid Form
- Bidder's Bond
- Performance Bond
- Payment Bond
- This Agreement
- Special Provisions

And, as published by the Department of Transportation, State of California, except as modified by the Special Provisions:

- Standard Plans - dated 2010
- Standard Specifications - dated 2010
- Equipment Rental Rates in effect at the time the work is performed

And, as published by the California Department of Industrial Relations, and the California Business, Transportation and Housing Agency,

- General Prevailing Wage Rates
- Labor and Surcharge Rates

And any addenda to any of the above documents, all of which are on file in the office of the Director of Public Works of the County of Humboldt. Each of said CONTRACT DOCUMENTS is incorporated and made a part of this Agreement by the reference contained in this Section.

All rights and obligations of the County and the Contractor are fully set forth and described in the Contract Documents. All of the above named documents are intended to be complimentary, so that any work called for in one, and mentioned in the other is to be performed and executed the same as if mentioned in all said documents.

Section 4 - BEGINNING OF WORK

Following receipt and full execution and approval of the Contract Documents, and posting of the requisite Bonds as called for therein, the COUNTY will issue a "Notice to Proceed". Under no circumstances shall the CONTRACTOR enter upon the site of work until receipt of the "Notice to Proceed", or unless so authorized in writing by the COUNTY.

Section 5 - TIME OF COMPLETION

The work called for in this Agreement shall be commenced within fifteen (15) days of the date of execution of the contract by COUNTY and shall be fully completed within a period of 45 working days beginning on the fifteenth calendar day after the date of said approval of contract.

Section 6 - PREVAILING WAGE

Copies of the prevailing wage rates of per diem wages are on file in the Humboldt County Public Works office at 1106 Second Street, Eureka, California and are available to any interested person on request.

Section 7 - WORKERS' COMPENSATION

By my signature hereunder, as CONTRACTOR, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Section 8 - COMPLIANCE WITH LAWS

The Contractor agrees to comply with all local, state, and federal laws and regulations, including but not limited to the Americans With Disabilities Act. The Contractor further agrees to comply with any applicable federal, state or local licensing standards, any applicable accrediting standards, and any other applicable standards or criteria established locally or by the state or federal governments.

This agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 9 - NOTICES

All notices shall be in writing and delivered in person or transmitted by mail. Notices required to be given to the COUNTY shall be addressed as follows:

Humboldt County Department of Public Works
1106 Second Street, Eureka, California, 95501

Notices required to be given to CONTRACTOR shall be addressed as follows:

IN WITNESS WHEREOF, The parties hereto have entered into this Agreement as of the date first above set forth.

COUNTY OF HUMBOLDT

(SEAL) BY _____
Chairman, Board of Supervisors
of the County of Humboldt,
State of California

ATTEST:

KATHY HAYES
Clerk of the Board of Supervisors
of the County of Humboldt,
State of California

BY _____
Clerk of the Board

CONTRACTOR

BY _____

TITLE _____

BY _____

TITLE _____

(Two Signatures Required For Corporation)

APPROVED AS TO FORM:

BY _____
Deputy County Counsel

INSURANCE CERTIFICATES REVIEWED
AND APPROVED:

BY _____
Risk Manager



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the County of Humboldt, by its order made _____, 20____, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

NOW, THEREFORE, we the Principal and _____, Surety, are held and firmly bound unto the County of Humboldt in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America for the payment of which sum 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 said Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code, with respect to work or labor performed by claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by Sections 3247 et seq. of the Civil Code of California, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinafter set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees, as shall be fixed by the court, awarded and taxed as in the above-mentioned statutes provided.

AND, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on the _____ day of _____, 20_____.

PRINCIPAL
BY _____

SURETY
BY _____
Attorney-in-fact

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____ (Name of Contractor)

_____ (Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation , Partnership , or Individual)

_____ Name of Surety)

_____ (Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

_____ (Name of Owner)

_____ (Address of Owner)

hereinafter called Owner , in the penal sum of _____

_____ Dollars , \$ _____

in lawful money of the United States, for the Payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of :

NOW , THEREFORE , if the Principal shall well , truly and faithfully perform its duties, all of the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED , FURTHER , that the said surety, for value received hereby stipulate and agrees that no change, extension of time, alteration or addition to the specifications accompanying the same shall in any wise affect its obligation on this BOND , and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED , FURTHER , that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF , this instrument is executed in ____ counterparts, one of which shall
(number)
be deemed an original, this the _____ day of _____ , 20 ____ .

ATTEST :

(Principal) Secretary
(SEAL)

Principal
BY _____ (s)

(Witness as to Principal)

Address

Address

Surety

ATTEST :

(SEAL)

(Witness as to Surety)

Address

BY _____
Attorney - in - Fact

Address

NOTE : Date of BOND must not be prior to date of contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT : Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

