

County of Humboldt • Department of Public Works  
1106 Second Street • Eureka • CA • 95501 • (707) 445-7652



# SPECIAL PROVISIONS

NOTICE TO BIDDERS,  
PROPOSAL AND CONTRACT

FOR

HUMBOLDT BAY TRAIL SOUTH PROJECT

PROJECT NO.: RPSTPL-5904(143), RPL-5904(180), & ATPL-  
5904(182)

CONTRACT NO.: 715036

**160 WORKING DAYS**

FOR USE WITH Standard Specifications dated 2022,  
Standard Plans dated 2022, Prevailing Wage Rates,  
Labor Surcharge and Equipment Rental Rates

BIDS OPEN: **February 28, 2023** AT 2:00 PM

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

**Note:** To register as a plan-holder, prospective bidders must email a request to the Department of Public Works Contact Person. Failure to register as a plan-holder with the Department of Public Works may result in a nonresponsive bid.

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CONTRACT NO.: 715036**

Prepared by

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

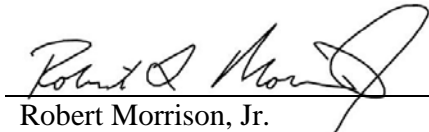
**Recommended:**



Josh Wolf  
Civil 70358, Expires 09/30/2024

12/23/2022

Date



Robert Morrison, Jr.  
Structural 3577, Expires 03/31/2023

12/23/2022

Date



**Approved:**



Hank Seemann, Public Works Deputy-Director

1/5/2023

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 (RSPs) listed below are included in the project plans.

<b>ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND</b>	
A3A	Abbreviations (Sheet 1 of 3)
A3B	Abbreviations (Sheet 2 of 3)
A3C	Abbreviations (Sheet 3 of 3)
A10A	Legend - Lines and Symbols (Sheet 1 of 5)
A10B	Legend - Lines and Symbols (Sheet 2 of 5)
A10C	Legend - Lines and Symbols (Sheet 3 of 5)
A10D	Legend - Lines and Symbols (Sheet 4 of 5)
A10E	Legend - Lines and Symbols (Sheet 5 of 5)
<b>PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS</b>	
RSP A20A	Pavement Markers and Traffic Lines - Typical Details
A24A	Pavement Markings - Arrows
A24D	Pavement Markings - Words
A24F	Pavement Markings - Crosswalks
<b>EXCAVATION AND BACKFILL</b>	
A62A	Excavation and Backfill - Miscellaneous Details
A62C	Limits of Payment for Excavation and Backfill - Bridge
A62F	Excavation and Backfill - Metal and Plastic Culverts
<b>OBJECT MARKERS, DELINEATORS, CHANNELIZERS, AND BARRICADES</b>	
A73C	Delineators, Channelizers and Barricades
<b>FENCES</b>	
A85	Chain Link Fence
A85A	Chain Link Fence Details
A85B	Chain Link Fence Details
<b>CURBS, DRIVEWAYS, DIKES, CURB RAMPS, AND ACCESSIBLE PARKING</b>	
A88A	Curb Ramp Details
<b>FLARED END SECTIONS</b>	
D94A	Metal and Plastic Flared End Sections
<b>LANDSCAPE AND EROSION CONTROL</b>	
H2	Landscape Details
H3	Landscape Details
H51	Erosion Control Details - Fiber Roll and Compost Sock
H52	Rolled Erosion Control Product
<b>TEMPORARY TRAFFIC CONTROL SYSTEMS</b>	
T10	Traffic Control System for Lane Closure on Freeways and Expressways
T10A	Traffic Control System for Lane Closure on Freeways and Expressways
T11	Traffic Control System for Lane Closure on Multilane Conventional Highways
T13	Traffic Control System for Lane Closure on Two Lane Conventional Highways
<b>TEMPORARY WATER POLLUTION CONTROL</b>	
T51	Temporary Water Pollution Control Details (Temporary Silt Fence)
T53	Temporary Water Pollution Control Details (Temporary Cover)
T56	Temporary Water Pollution Control Details (Temporary Fiber Roll)

<b>T59</b>	<b>Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)</b>
<b>T65</b>	<b>Temporary Water Pollution Control Details [Temporary Fence (Type ESA)]</b>
	<b>BRIDGE DETAILS</b>
<b>B0-3</b>	<b>Bridge Details</b>
<b>B2-5</b>	<b>Pile Details - Class 90 and Class 140</b>
	<b>ROADSIDE SIGNS</b>
<b>RS1</b>	<b>Roadside Signs - Typical Installation Details No. 1</b>
<b>RS2</b>	<b>Roadside Signs - Wood Post - Typical Installation Details No. 2</b>
<b>RS3</b>	<b>Roadside Signs - Laminated Wood Box Post - Typical Installation Details No. 3</b>
<b>RS4</b>	<b>Roadside Signs - Typical Installation Details No. 4</b>





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

**Department of Public Works**  
**SEALED BID for Humboldt Bay Trail South Project**  
County of Humboldt  
1106 Second Street  
Eureka, California, 95501

until 2:00 PM, **TUESDAY, February 28, 2023**, at which time they will be publicly opened by the Department of Public Works of the County of Humboldt at a public meeting located at the parking lot of the building on 1106 Second Street, Eureka CA, for performing work as follows:

**HUMBOLDT BAY TRAIL SOUTH PROJECT**  
**PROJECT NO.: RPSTPL-5904(143), RPL-5904(180), & ATPL-5904(182)**  
**CONTRACT NO.: 715036**

Bids are required for the entire work as described herein:

The work to be done consists of construction of a shared use path and associated facilities. The project includes, but is not limited to: clearing and grubbing, tree removal, earthwork, asphalt paving, concrete paving, bridge modification and construction, reinforced embankments, railroad track removal, railroad crosstie replacement, solar street lighting, fencing, bollards, drainage facilities, signage, pavement striping and markings, traffic control, construction staking, and erosion control. Bidders are advised that the work must be completed within **160 working days**. The Engineer's Estimate for this work is: **\$12,648,902**.

Plans, Special Provisions and Proposal Forms may be viewed at the Humboldt County Department of Public Works, 1106 Second Street, Eureka, California, 95501, at area plan centers and on the County's website at: <http://humboldt.gov/Bids.aspx>.

To receive electronic bid documents and to **register as a plan-holder**, prospective bidders must email a request to the following project contact: Department of Public Works Office Assistant, [PWEngineering@co.humboldt.ca.us](mailto:PWEngineering@co.humboldt.ca.us), (707) 445-7377. Failure to register as a plan-holder with Department of Public Works may result in a nonresponsive bid.

Printed copies of the contract documents 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) 445-7377 Engineering division, questions regarding plans or specs and requests for plans or planholder list

(707) 445-7409 Fax transmissions

Plans and Special Provisions reference the Caltrans Standard Specifications and Standard Plans dated 2022. 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.

A mandatory pre-bid meeting is scheduled for TUESDAY, FEBRUARY 14, 2023 at 2:00 PM at 5151 US-101, Eureka, CA. A bidder who fails to attend the entire mandatory pre-bid meeting or fails to sign the sign-in sheet shall be disqualified from bidding. Note that the property where the pre-bid meeting will be held is secured by locked gates. The gate will only be opened from 1:40 PM to 2:00 PM to allow ingress to the site for the pre-bid meeting.

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 **22 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 2<sup>nd</sup> 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 <https://sam.gov/content/wage-determinations> 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 planholders that have purchased bid documents from the Department of Public Works at 1106 Second Street, Eureka, California, 95501. 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 to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

KATHY HAYES

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

DATED: \_\_\_\_\_



COUNTY OF HUMBOLDT  
DEPARTMENT OF PUBLIC WORKS

**SPECIAL PROVISIONS  
FOR**

**HUMBOLDT BAY TRAIL SOUTH PROJECT  
PROJECT NO.: RPSTPL-5904(143), RPL-5904(180), & ATPL-5904(182)  
CONTRACT NO.: 715036**

**DIVISION I GENERAL PROVISIONS**

**1 GENERAL**

*Add to section 1-1.01:*

The work embraced herein shall be done in accordance with the **STANDARD SPECIFICATIONS dated 2022**, and the **STANDARD PLANS dated 2022**, and revisions thereto, of the State of California, Department of Transportation insofar as the same may apply and in accordance with the following special provisions. In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of such conflicting portions.

All bid proposals and materials submitted in response to this Notice to Bidders shall become the County's property and are subject to disclosure under the Public Records Act, California Government Code Sections 6250, et seq. All bid proposals submitted in response hereto, are considered public information, except for specifically identified trade secrets, which will be handled according to any and all applicable local, state and federal laws and regulations. Any portion of a bid proposal that is deemed to be a trade secret by the bidder shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") letters. Specifically identified proprietary information will not be released, if the bidder agrees to indemnify and defend the County in any action brought to disclose such information. By submitting a bid proposal in response to this Notice to Bidders, the bidder agrees that the County's

failure to contact the bidder prior to the release of any proprietary information contained therein will not be a basis for liability by the County or any employee thereof. Items considered public information will be available for review after the bid opening.

***Replace the following definitions in section 1-1.07B with:***

**COUNTY:** Humboldt County Department of Public Works.

**DEPARTMENT, DIRECTOR:** Humboldt County Department of Public Works.

**ENGINEER:** The Director of Public Works of Humboldt County or his authorized agent working within the scope of his authority.

**STATE:** County of Humboldt, a political subdivision of the State of California.

***Add to section 1-1.07B:***

**LABORATORY:** Materials and Testing Laboratory of the Humboldt County Department of Public Works.

^^

**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 (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: <http://humboldt.gov/Bids.aspx>. Current Revised Standard Specifications are available for review at the Department of Public Works, 1106 Second Street, Eureka, California or on Caltrans web page of the Office Engineer/ Engineering (<https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>).

Note that Plans, Special Provisions, and Proposal Forms posted on the County's web site may be used to submit a bid, however prospective bidders must register as a plan-holder. Failure to register as a plan-holder with the Department of Public Works may result in a nonresponsive bid.

To **register as a plan-holder**, prospective bidder may email a request to the following project contact: Department of Public Works Office Assistant, [PWEngineering@co.humboldt.ca.us](mailto:PWEngineering@co.humboldt.ca.us) or (707) 445-7652 or the engineering division (707) 445-7377.

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

The Department makes the following supplemental project information available:

**Supplemental Project Information**

Means	Description
<p>Available for inspection at the Public Works Office: 1106 2<sup>nd</sup> Street Eureka, CA 95501 Telephone No.: (707)445-7377</p> <p>And available for inspection at: <a href="http://humboldt.gov/Bids.aspx">http://humboldt.gov/Bids.aspx</a></p>	<ul style="list-style-type: none"> <li>• Environmental Commitments Record (ECR)</li> <li>• Army Corps of Engineers 404 Permit</li> <li>• California Department of Fish and Wildlife 1600 Permit</li> <li>• Regional Water Quality Control Board 401 Permit</li> <li>• California Coastal Commission Coastal Development Permit</li> <li>• Humboldt Bay Harbor, Recreation and Conservation District Permit</li> <li>• Caltrans Encroachment Permit (01-23-N-OP-0026) (issued to the County of Humboldt)</li> <li>• City of Eureka Encroachment Permit (issued to the County of Humboldt)</li> <li>• Great Redwood Trail Authority (formerly known as North Coast Railroad Authority) Lease Agreement (issued to the County of Humboldt)</li> <li>• Northwestern Pacific Railroad Company Track Chart &amp; Alignment Book</li> <li>• Geotech Report for Humboldt Bay Trail South, June 2019, by Crawford and Associates</li> <li>• Supplemental Geotechnical Recommendations Memorandum, December 2022 by Crawford and Associates</li> <li>• Corridor Sampling Report for Humboldt Bay Trail South, August 2020 by GHD</li> <li>• Corridor Sampling Report for Humboldt Bay Trail South – Segment 5, September 2021 by GHD</li> <li>• Humboldt Bay Trail South 2022 Supplemental Soil Assessment Results, December 2022 by GHD</li> <li>• Soil and Groundwater Management Plan, January 2023 by GHD</li> </ul>

***Add to section 2-1.12B:***

**DISADVANTAGED BUSINESS ENTERPRISES (DBE)**  
(Required Federal Language)

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

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

It is the prime contractor's responsibility to verify that at date of bid opening the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>.

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

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

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR26.55 defines "manufacturer" and "regular dealer."

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

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for



the total value of the transportation services the lessee DBE provides on the Contract.

- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

#### **A. Nondiscrimination Statement**

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

#### **B. Contract Assurance**

Under 49 CFR 26.13(b):

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

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

#### **C. Prompt Progress Payment**

The prime contractor or subcontractor shall pay to any subcontractor, not later than **seven days** after receipt of each progress payment, unless otherwise agreed to in writing, the respective

amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

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

#### **D. Prompt Payment of Withheld Funds to Subcontractors**

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

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

#### **E. Termination and Substitution of DBE Subcontractors**

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

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

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

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

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

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

If the County authorizes the termination or substitution of a listed DBE, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE

must (1) perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal, and (2) be certified as a DBE with the most specific available NAICS codes and work codes applicable to the type of work the DBE will perform on the contract at the time of the prime contractor's request for substitution. The prime contractor shall submit their documentation of good faith efforts within 7 days of their request for authorization of the substitution. The County may authorize a 7-day extension of this submittal period at the prime contractor's request. More guidance can be found at 49 CFR 26 app A regarding evaluation of good faith efforts to meet the DBE goal.

## **F. Commitment and Utilization**

Note: In the County's reports of DBE participation to Caltrans, the County must display both commitments and attainments.

The County's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

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

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the County within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the County will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The County shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1<sup>st</sup>-tier subcontractor

- Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
- Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

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

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

**G. DBE Running Tally of Attainments**

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

***Add to section 2-1.33A:***

The following table lists the forms that are included in the Proposal Section of these special provisions:

**Table of Forms**

Form	Description
Exhibit 12B Part 1	List of Subcontractors (DBE & Non DBE)
Exhibit 12B Part 2	List of Subcontractors (DBE & Non DBE)
Exhibit 15G	DBE Commitment
Exhibit 15H	DBE Good Faith Effort

***Add to section 2-1.34:***

The form "Bidder's Bond" can be found following the signature page of the Proposal.

*Add to section 2-1.43:*

**BID OPENING** (Required Federal Language)

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

*Add to section 2-1.50:*

**BID RIGGING** (Required Federal Language)

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

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**3 CONTRACT AWARD AND EXECUTION**

*Replace the 1st paragraph in section 3-1.04 with:*

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 the 2nd paragraph in section 3-1.04 with:***

**CONTRACT AWARD (Required Federal Language)**

If the County awards the contract, the award is made to the lowest responsible and responsive bidder.

***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 3-1.06 with:***

**CONTRACTOR LICENSE (Required Federal Language)**

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

***Replace section 3-1.07 with:***

- 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 form 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 full force and effect, County may, in addition to other remedies under this Agreement, take out the necessary insurance, and Contractor agrees to pay the cost of said insurance.

The County may elect to treat a failure to maintain the requisite insurances as a breach of contract/agreement and terminate the contract/agreement as provided herein.

III. Contractor shall indemnify and hold harmless County and its Board, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission by the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

***Replace the 2nd and 3rd paragraph in section 3-1.18 with:***

The form of Agreement which the successful Bidder, as Contractor, will be required to execute, is included in the contract documents and should be carefully examined by the bidder. The agreement and bonds will be executed in duplicate. The signed agreements and bonds together with the required insurance certificates are to be returned by the successful bidder within **7 days**, not including Sundays and legal holidays, after the bidder has received the contract for execution.

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## 4 SCOPE OF WORK

*Add to section 4-1.06:*

### **CHANGED CONDITIONS (Required Federal Language)**

#### **A. Differing Site Conditions**

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

#### **B. Suspensions of Work Ordered by the Engineer**

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

**C. Significant Changes in the Character of Work**

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

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**5 CONTROL OF WORK**

***Add to section 5-1.13A:***

The subcontractors listed on the “Subcontractor List,” shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

The Contractor should notify the Engineer in writing of any changes to its anticipated subcontractor participation. This notice should be provided prior to the commencement of that portion of the work.

***Replace section 5-1.13B with:***

### **5-1.13B Disadvantaged Business Enterprises**

#### **5-1.13B(1) General**

Section 5-1.13B applies to a federal-aid contract.

Use each DBE as listed on the DBE Commitment form unless you receive Department prior authorization for termination under section 5-1.13B(2)(c). Ensure that all subcontracts and agreements with DBEs to supply labor or materials are performed under 49 CFR 26.

Maintain records of subcontracts made with DBE subcontractors and records of materials purchased from DBE suppliers. Include in the records:

1. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
2. Date of payment and total amount paid to each DBE business

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

Before the 15th day of each month for the previous month's work, submit:

1. Monthly DBE Trucking Verification form
2. Monthly DBE Payment form

If a DBE is decertified before completing its work, the business must notify you in writing of the decertification date within 15 days of decertification. Notify the Engineer and submit the DBE's decertification notice within 2 business days of your receipt. Upon work completion, complete a Disadvantage Business Enterprises (DBE) Certification Status Change form and submit within 10 days of Contract acceptance.

Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors form and submit within 10 days of Contract acceptance. The Department withholds the greater of 10 percent of the DBE commitment or \$10,000 until the form is submitted. The Department releases the withhold upon submission of the completed form. If additional payments are made to a DBE after submittal of the completed form, submit an updated form to reflect such payments.

Failure to carry out requirements of 49 CFR 26 is a material breach of the Contract, which may result in the termination of the Contract or other remedy as the Department deems appropriate, such as:

1. Withholding monthly progress payments

2. Assessing sanctions
3. Applying liquidated damages
4. Disqualification from future bidding as nonresponsive

### **5-1.13B(2) Disadvantaged Business Enterprises**

#### **5-1.13B(2)(a) General**

Section 5-1.13(B)(2) applies if a DBE goal is shown on the *Notice to Bidders*.

Certification as a DBE identifies if the business has the means to perform its work under assigned North American Industry Classification System codes and work codes applicable to the type of work the DBE will perform on the Contract. Certification does not ensure the DBE will perform a commercially useful function on the Contract.

You are responsible for ensuring each DBE listed on the DBE Commitment form performs:

1. The description and value of the subcontracted work or material supplied as committed
2. A commercially useful function under 49 CFR 26.55 for committed work or materials

For DBE committed work, the Department only pays for work performed or supplied by the listed DBE and if a commercially useful function was performed by the listed DBE.

You are responsible to remediate noncompliant DBE work to meet your DBE commitment. Submit a DBE commitment remediation plan within 5 business days of the Engineer's request.

Pay your DBEs in conformance with section 5-1.13E.

Failure to promptly pay DBEs may result in a withholds corresponding to the value of the DBE's committed work from future progress payments. In addition, unpaid DBE amounts will not count towards your DBE commitment, which may result in equivalent withholds or deductions and a 2 percent penalty on the unpaid amount for every month payment is not made.

#### **5-1.13B(2)(b) Commercially Useful Function**

DBEs must perform a commercially useful function under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBEs value of work will only count toward the DBE commitment if the DBE performs a commercially useful function under 49 CFR 26.55.

Provide written notification to the Engineer at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. Include the DBE's name, contract work to be performed, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, submit your initial evaluation and validation of their performance of a commercially useful function using DBE Commercially Useful Function Evaluation form. Include the following supporting information with your submittal:

1. Subcontract agreement with the DBE
2. Purchase orders
3. Bills of lading
4. Invoices
5. Proof of payment

Monitor your DBEs' performance of commercially useful function with quarterly evaluations and validations throughout their duration of work on the Contract using DBE Commercially Useful Function Evaluation form. Submit your quarterly evaluation and validation DBE Commercially Useful Function Evaluation forms by the 5th of the month for the previous three month's work. Include any additional supplemental supporting information with your submittal. If your DBE's work-start and -end dates for the Contract exceed a three-month period, regardless of time not on the Contract, quarterly evaluations and validations are required.

Notify the Engineer immediately if you believe the DBE may not be performing a commercially useful function.

The Department will verify your DBEs performance of commercially useful functions by reviewing your initial and quarterly DBE Commercially Useful Function Evaluation forms, your submitted supporting information, field observations, and through select Department evaluations. The Department may evaluate DBEs and their commercially useful function performance at any time during the Contract. In such instances, the Department will provide written notice to you and your DBE at least 2 business days prior to the evaluation. You and your DBE must participate in the evaluation. Upon completing the evaluation, the Department will share the evaluation results with you and your DBE. The evaluation results may include items that must be remedied upon your receipt. If the Department determines the DBE is not performing a commercially function you must suspend performance of the noncompliant work.

You and your DBEs must submit any additional commercially useful function related records and documents within 5 business days of Department request such as:

1. Proof of ownership or lease and rental agreements for equipment
2. Tax records
3. Employee rosters
4. Certified payroll records
5. Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents will result in withhold of payment for the value of work completed by the DBE.

If you and or the Department determine a listed DBE is not performing a commercially useful function in performance of their DBE committed work, suspend performance of the noncompliant portion of the work. Submit a corrective action plan within 5 days of the noncompliant commercially useful function determination. The plan must identify how you will remediate when

feasible or demonstrate commercially useful function compliance for the remaining portion of the DBE's work. Allow 5 days for plan review. The corrective actions must be implemented within 5 days of Engineer's authorization of your plan and prior to resumption of the noncompliant portion of the DBE's committed work.

If corrective actions cannot be accomplished to assure the DBE will perform a commercially useful function on the Contract, you may have good cause to request termination of the DBE under section 5-1.13B(2)(c).

### **5-1.13B(2)(c) Termination**

Termination of a DBE may be allowable for good cause reasons under 49 CFR 26.53(f)(3) with prior written authorization from the Department. You must provide documentation supporting good cause reasoning with your termination request. If the termination request is authorized by the Department, you must then either replace the DBE with another DBE or demonstrate good faith efforts to do so under 5-1.13B(2)(d).

Use the following procedure to request the termination of a DBE or portion of their work:

1. Provide written notice to the DBE of your intent to use other forces or material sources and include one or more of the good cause reasons under 49 CFR 26.53(f)(3). Simultaneously send a copy of this written notice to the Engineer. Your written notice to the DBE must request they provide any response to both you and the Engineer.
2. Provide the DBE with 5 business days to respond to your written notice by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur. If the DBE does not respond within 5 business days, you may move forward with the request process as if the DBE had agreed to your written notice.
3. Submit your DBE termination request by written letter to the Engineer and include:
  - 3.1. One or more good cause reasons identified under 49 CFR 26.53(f)(3) along with supporting documentation.
  - 3.2. Your written notice to the DBE regarding the request, including proof of transmission and tracking documentation of your written notice.
  - 3.3. The DBE's response to your written notice, if received. If a written response was not provided, provide a statement to that effect.

The Department will respond to your complete DBE termination request as follows:

1. Where the DBE has agreed in writing or fails to timely respond to your written notice, the Department will respond within 2 business days from receipt of your request.
2. Where the DBE has disagreed in writing with your written notice, the Department will meet with you and the DBE within 5 business days from receipt of your request. The Department will respond to your request within 5 business days from this meeting.
3. If you fail to provide a complete request for DBE termination the Department will identify deficiencies within 5 business days from receipt of your request.

If the Department authorizes your DBE termination request it will do so in writing.

Work performed by a firm other than the committed DBE or authorized replacement DBE without first obtaining Department authorization for termination will be a violation of these specifications and DBE federal regulations. Such violations will result in payment deductions for the value of the work associated with the noncompliant DBE commitment. In addition, if the committed DBE is also a listed subcontractor, the Department applies an additional penalty up to 10 percent of the value of the subject work as a permanent deduction.

#### **5-1.13B(2)(d) Replacement**

After receiving Department written authorization of your DBE termination request, you must obtain separate Department authorization of your replacement plan.

Your replacement plan must identify DBE replacement firms to perform the work or demonstrate that you have made a good faith effort to use DBE replacement firms. DBE replacement firms must:

1. Perform at least the same dollar amount of work as the terminated DBE to the extent needed to meet the DBE commitment
2. Possess certifications for the most specific available North American Industry Classification System codes and work codes applicable to the work the firm will perform on the Contract
3. Perform a commercially useful function under 49 CFR 26.55

Use the following procedure to request authorization of your replacement plan:

1. Submit a request to replace a DBE with other forces or material sources by written letter to the Department which must include:
  - 1.1. Description of remaining uncommitted item work made available for replacement DBE solicitation and participation.
  - 1.2. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
    - 1.2.1. Quote for bid item work and description of work to be performed
    - 1.2.2. Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
    - 1.2.3. Revised Subcontracting Request form
2. If you have not identified a DBE replacement firm, submit documentation of your good faith efforts to use DBE replacement firms within 7 days of Department's authorization to terminate the DBE. You may request the Department's approval to extend this submittal period to a total of 14 days. The Department considers your documented actions taken to identify a DBE replacement firm in determining whether a good faith effort was made under 49 CFR 26 app A.

Submit documentation of actions taken to find a DBE replacement firm, such as:



- 2.1. Search results of certified DBEs available to perform the original DBE work identified and or other work you had intended to self-perform, to the extent needed to meet your DBE commitment
- 2.2. Solicitations of DBEs for performance of work identified in 2.1
- 2.3. Correspondence with interested DBEs that may have included contract details and requirements
- 2.4. Negotiation efforts with DBEs that reflect why an agreement was not reached
- 2.5. If a DBE's quote was rejected, provide your reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- 2.6. Copies of each DBE's and non-DBE's price quotes for work identified in 2.1, as the Department may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- 2.7. Additional documentation that you believe supports your good faith effort

The Department will respond to your complete replacement plan as follows:

1. If a DBE replacement firm has been identified and required documentation has been provided, the Department will respond within 2 business days from receipt of your plan
2. If a DBE replacement firm has not been identified, but good faith effort documents have been provided, the Department will respond within 5 business days from receipt of your plan
3. If you fail to provide a complete replacement plan, the Department will return your request and identify deficiencies within 5 business days from receipt of your plan

If the Department authorizes your replacement plan it will do so in writing.

Submit a revised Subcontracting Request form if your replacement plan is authorized.

DBE committed work performed by a nonauthorized firm, will be a violation of these specifications and DBE federal regulations. Such violations will result in payment deductions for the value of the work associated with the DBE commitment. The Department will take a permanent deduction for the value of the DBE work that was not performed by the authorized DBE. In addition, if the associated work was also to be performed by a listed subcontractor, the Department applies an additional penalty up to 10 percent of the value of the subject work as a permanent deduction.

### **5-1.13B(3) Use of Joint Checks**

You may use a joint check between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if you obtain prior approval from the Department for your proposed use of joint checks upon submittal of a DBE Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

1. All parties, including the Contractor, must agree in writing to the use of a joint check
2. Entity issuing the joint check acts solely to guarantee payment

3. DBE must release the check to the material supplier
4. Department must authorize the request before implementation
5. Any party to the agreement must provide requested documentation within 10 days of the Department's request for the documentation
6. Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party.

If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with section 5-1.13B(3) disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

***Add to the end of section 5-1.20A:***

During the progress of the work under this Contract, work under the following contracts may be in progress at or near the job site of this Contract:

**Coincident or Adjacent Contracts**

Contract no.	County–Route–Post Mile	Location	Type of work
01-0E68U4	HUM-101-78.0-79.80	In Eureka	Traffic Calming
01-0F220	HUM-101-80.20 TO 84.30	In/near Arcata and Eureka	Acceleration/ Deceleration Lanes
01-36600	HUM-101-80.60-84.00	In/near Arcata and Eureka	New Interchange

Coordinate lane closures and traffic handling with the Engineer and with contractors of coincident or adjacent projects. Potential conflicts may not be limited to the contracts listed above.

***Replace section 5-1.20C with:***

If the Contract includes an agreement with a railroad company, the Department makes the provisions of the agreement available in the Information Handout. Comply with the requirements in the document.

***Replace section 5-1.24 with:***

This work shall consist of furnishing and setting construction stakes and marks by the Contractor to establish the lines and grades required for the completion of the work as shown on the plans and as specified in the Standard Specifications and these Special Provisions.

Construction staking shall be done under the oversight of a California licensed land surveyor.

The layout and establishment of grades shall be made by the Contractor. Two-dimensional Computer Aided Design (CAD) files will be available and provided to the contractor upon request. The CAD files may be used to facilitate layout however, the Contractor is responsible for verifying dimensions and accuracy with the hard copy set of plans that have been released for construction.

Grades and elevations shall be as indicated on the plans. Elevations not specifically provided shall be established based on the existing conditions, with respect to the relative grades and dimensions identified in the typical sections, details and/or current code requirements. Supplemental grading information will be available and provided to the contractor upon request, and if deemed necessary by the Engineer.

Contractor shall be required to establish layout and grade stakes/hubs in the field at an interval of not more than 50-feet to allow for the Department to review Contractor's layout. Contractor shall make all staking cut sheets available to the Department. The layout and grades shall be subject to review by the Department.

Construction stakes and markings shall be removed when no longer needed. Do not remove stakes and marking until authorized to do so by the Department.

Construction staking by the Contractor shall be paid on a lump sum basis. Partial Payments will be made based on the percent complete estimated by the Engineer.

***Add to section 5-1.36C:***

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:

<b>Notification Center</b>	<b>Telephone Number</b>
Underground Service	1-800-642-2444
Alert-Northern California (USA)	1-800-227-2600
Underground Service	1-800-422-4133
Alert-Southern California (USA)	1-800-227-2600

***Add between the 2nd and 3rd paragraphs of section 5-1.36C(3):***

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

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

<b>Utility Location</b>	<b>Utility Location</b>
AT&T buried telephone line	Adjacent to southbound highway shoulder between Sta “N” 207+34 and “N” 224+41, and between “HBTN” 224+41 and “HBTN” 227+00
AT&T buried telephone line	Crosses trail near Sta “N” 207+07, “N” 207+34, and “N” 207+39
PG&E buried ¾” gas line	Crosses trail near Sta “N” 208+45

Any excavations within 5-feet of a marked utility shall be vacuum excavated.

^^

**6 CONTROL OF MATERIALS**

*Add to the beginning of section 6-1.02:*

The Department furnishes you with:

- The following trail counter components:
  - Post and sensor
  - Inductive loops
- Interpretive sign posts, panels and hardware

*Replace section 6-1.03B with:*

**6-1.03B Submittals**

**6-1.03B(1) General**

Not Used

**6-1.03B(2) Work Plan**

For local material, such as rock, gravel, earth, embankment, structure backfill, pervious backfill, imported borrow, and culvert bedding, obtained from a (1) noncommercial source, or (2) source not regulated under California jurisdiction, submit a local material plan for each material at least 60 days before placing the material. The local material plan must include:

1. Certification signed by you and an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

I am aware local material from a noncommercial source or a source not regulated under CA jurisdiction must be sampled and analyzed for pH and lead and may require sampling and analysis under section 6-1.03B(3) for other constituents of concern based on the land use history. I am aware that local material sources must not contain ADL at concentrations greater than 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II. I am aware that a maximum quantity of material may be excavated at the site based on the minimum number of samples taken before excavating at the site under section 6-1.03B(3).

2. Land use history of the local material location and surrounding property
3. Sampling protocol
4. Number of samples per volume of local material
5. QA and QC requirements and procedures
6. Qualifications of sampling personnel
7. Stockpile history
8. Name and address of the analytical laboratory that will perform the chemical analyses
9. Analyses that will be performed for lead and pH
10. Other analyses that will be performed for possible hazardous constituents based on:
  - 10.1. Source property history
  - 10.2. Land use adjacent to source property
  - 10.3. Constituents of concern in the ground water basin where the job site is located

The plan must be sealed and signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State.

If the plan requires revisions, the Engineer provides comments. Submit a revised plan within 7 days of receiving comments. Allow 7 days for the review.

### **6-1.03B(3) Analytical Test Results**

At least 15 days before placing local material, submit analytical test results for each local material obtained from a noncommercial source or a source not regulated under CA jurisdiction. The analytical test results must include:

1. Certification signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results using the US EPA's ProUCL software with the applicable 95 percent upper confidence limit. I certify that the material from the local material source is suitable for unrestricted use at the job site, it has a pH above 5.0, does not contain soluble lead in concentrations equal to or greater than 5mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II, does not contain lead in concentrations above 80 mg/kg total lead, is free from all other contaminants identified in the local material plan, and will comply with the job site's basin plan and water quality objectives of the RWQCB.

2. Chain of custody of samples
3. Analytical results no older than 1 year
4. Statistical analysis of the data using US EPA's ProUCL software with a 95 percent upper confidence limit
5. Comparison of sample results to hazardous waste concentration thresholds and the RWQCB's basin plan requirements, and water quality objectives for the job site location.

**6-1.03B(4) Sample and Analysis**

Sample and analyze local material from a (1) noncommercial source or (2) source not regulated under CA jurisdiction:

1. Before bringing the local material to the job site
2. As described in the local material plan
3. Under US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)

The sample collection must be designed to generate a data set representative of the entire volume of proposed local material.

Before excavating at the (1) noncommercial material source or (2) a source not regulated under CA jurisdiction, collect the minimum number of samples and perform the minimum number of analytical tests for the corresponding maximum volume of local material as shown in the following table:

**Minimum Number of Samples and Analytical Tests for Local Material**

Maximum volume of imported borrow (cu yd)	Minimum number of samples and analytical tests
< 5,000	8
5,000–10,000	12 for the first 5,000 cu yd plus 1 for each additional 1,000 cu yd or portion thereof
10,000–20,000	17 for the first 10,000 cu yd plus 1 for each additional 2,500 cu yd or portion thereof
20,000-40,000	21 for the first 20,000 cu yd plus 1 for each additional 5,000 cu yd or portion thereof
40,000–80,000	25 for the first 40,000 cu yd plus 1 for each additional 10,000 cu yd or portion thereof
> 80,000	29 for the first 80,000 cu yd plus 1 for each additional 20,000 cu yd or portion thereof

Do not collect composite samples or mix individual samples to form a composite sample.

Analyze the samples using the US EPA's ProUCL software with a 95 percent upper confidence limit. All chemical analysis must be performed by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP).

The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste
2. Has a pH above 5.0
3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
4. Is free of possible contaminants identified in the local material plan
5. Complies with the RWQCB's basin plan for the job site location
- 6 Complies with the RWQCB's water quality objectives for the job site location

*Add to section 6-1.03:*

**6-1.03C Local Material Management**

Do not place local material until authorized.

If the Engineer determines the appearance, odor, or texture of any delivered local material suggests possible contamination, sample and analyze the material. The sampling and analysis is change order work unless (1) hazardous waste is discovered or (2) the analytical test results indicate the material does not comply with section 6-1.03B(3).

Dispose of noncompliant local material at an appropriately permitted CA Class I, CA Class II or CA Class III facility. You are the generator of noncompliant local material.

*Replace section 6-1.04 with:*

**BUY AMERICA** (Required Federal Language)

**6-1.04 BUY AMERICA**

**6-1.04A General**

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

**6-1.04B Crumb Rubber (Pub Res Code § 42703(d))**

Furnish crumb rubber with a certificate of compliance. Crumb rubber must be:

1. Produced in the United States
2. Derived from waste tires taken from vehicles owned and operated in the United States

**6-1.04C Steel and Iron Materials**

Steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total bid or \$2,500, the material may be used if authorized

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured.

All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

#### **6-1.04D Manufactured Products**

Iron and steel used in precast concrete manufactured products must meet the requirements of section 6-1.04C regardless of the amount used.

Iron and steel used in other manufactured products must meet the requirements of section 6-1.04C if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

#### **6-1.04E Construction Materials**

Buy America requirements apply to the following construction materials unless otherwise specified:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
  - 2.1. Polyvinylchloride
  - 2.2. Composite building materials
  - 2.3. Polymers used in fiber optic cables
3. Glass
4. Lumber
5. Drywall

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

***Replace the 4th paragraph in section 6-2.01 with:***

#### **QUALITY ASSURANCE (Required Federal Language)**

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





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 7-1.02L(1):*

**Public Contract Code, Sec. 7106 (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.

*Replace section 7-1.02M(3) with:*

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.

*Replace section 7-1.10 Reserved with:*

**PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO  
SURVEILLANCE EQUIPMENT AND SERVICES (Required Federal Language)**

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;

- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

***Add to section 7-1.11A:***

**TITLE VI ASSURANCES (Required Federal Language)**

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.

**APPENDIX A**

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 recipient 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 recipient 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 recipient 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 recipient 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 recipient 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.

## **APPENDIX B**

### **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and

convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

**(HABENDUM CLAUSE)**

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above- mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

**APPENDIX C**

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be

amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**APPENDIX D**  
**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED**  
**UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### **APPENDIX E of the Title VI Assurances (US DOT Order 1050.2A)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

##### **Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;The Federal Aviation Administration's Nondiscrimination

statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)

***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(XI).

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.



*Replace section 7-1.11B with:*

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

FHWA-1273 -- Revised July 5, 2022

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

### **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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

#### **II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR

Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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

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

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

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

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

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

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

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

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

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

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

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

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

## **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;

- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

## 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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101.

Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

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, 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 Administrator for determination. The 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 (29 CFR 5.5)**

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 (29 CFR 5.5)**

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. 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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 18 U.S.C. 1001 and 31 U.S.C. 231.

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 (29 CFR 5.5)**

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. 23 CFR 230.111(e)(2). 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 as provided in 29 CFR 5.5.

## **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 as provided in 29 CFR 5.5.

## **9. Disputes concerning labor standards.**

As provided in 29 CFR 5.5, 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 (29 CFR 5.5)**

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**

Pursuant to 29 CFR 5.5(b), 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. 29 CFR 5.5.

**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 currently provided in 29 CFR 5.5(b)(2)\* 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. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

### **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. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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. 29 CFR 5.5.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

(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. 23 CFR 635.102

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long- standing interpretation of 23 CFR 635.116).

5. The 30 percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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

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. 2 CFR 180.220 and 1200.220.

### **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. 2 CFR 180.320.

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. 2 CFR 180.325

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient

or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

\* \* \* \* \*

## **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 CFR 180.335,

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

## **3. 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), 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

## **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:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

\* \* \* \* \*

## **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

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 (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**Replace section 7-1.11C with:**

**FEMALE AND MINORITY GOALS (Required Federal Language)**

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	19.1

	2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

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

***Replace section 7-1.11D Training with:***

**FEDERAL TRAINEE PROGRAM (Required Federal Language)**

For the Federal training program, the number of trainees or apprentices is **4 (four)**.

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

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

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

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

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

Before starting work, the prime contractor shall submit to the County of Humboldt:

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

The prime contractor shall obtain the County of Humboldt approval for this submitted information before the prime contractor starts work. The County of Humboldt credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

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

The prime contractor shall not employ as an apprentice or trainee an employee:

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

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

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

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

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators,

and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is an integral part of an approved training program and does not make up a significant part of the overall training.

The County of Humboldt of reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

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

Each apprentice or trainee must:

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

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training.

^^

**8 PROSECUTION AND PROGRESS**

***Replace section 8-1.04A with:***

Contractor shall obtain an encroachment permit from Caltrans prior to starting job site activities.

**Replace *Reserved* in section 8-1.04C with:  
BEGINNING OF WORK (Required Federal Language)**

Section 8-1.04B does not apply.

Start job site activities within 55 days after receiving notice that the Contract has been approved by the Board of Supervisors of the County of Humboldt, provided he has received a written "Notice to Proceed" from the Engineer in accordance with Section 4 of the contract Agreement.



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

1. CPM baseline schedule
2. SWPPP
3. Contingency plan for opening closures to traffic

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

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

1. Notice of Materials To Be Used form.

You may start job site activities before the 55th day after Contract approval if you:

1. Obtain specified authorization or acceptance for each submittal before the 55th day
2. Receive authorization to start

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

***Replace section 8-1.05, paragraph 2:***

**TIME OF COMPLETION** (Required Federal Language)

Said work shall be diligently prosecuted to completion before the expiration of:

**160 WORKING DAYS**

Tabulation of working days shall begin on the 55th calendar day after execution of the contract by the Board of Supervisors of the County of Humboldt. If said 55th calendar day falls on a Saturday, Sunday, or legal Holiday, then the first working day for beginning tabulation will be the first working day prior to said Saturday, Sunday or Holiday.

***Replace section 8-1.10A, paragraph 1:***

The County of Humboldt specifies liquidated damages (Pub Cont Code § 10226). Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance

Neither the Contract, nor any moneys due or to become due under the Contract, may be assigned by the Contractor without the prior consent of the Contractor's surety or sureties, unless such surety or sureties have waived their right to notice of assignment. The performance of the Contract may not be assigned without prior written consent of the County of Humboldt.

***Add to section 8-1.10A:***

**LIQUIDATED DAMAGES** (Required Federal Language)

The Contractor shall pay to the County of Humboldt the sum of **\$10,000** per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.



- 1.1 A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
- 1.2 Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
- 1.3 Payment of an amount that is disputed by the public entity.
2. “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the California Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
3. “Public entity” means, without limitation, except as provided herein, a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency. However, the term “public entity” shall not include any of the following:
  - 3.1 The Department of Water Resources as to any project under the jurisdiction of that department.
  - 3.2 The Department of Transportation as to any project under the jurisdiction of that department.
  - 3.3 The Department of Parks and Recreation as to any project under the jurisdiction of that department.
  - 3.4 The Department of Correction and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with section 7000) of Title 7 of Part 3 of the California Penal Code.
  - 3.5 The Military Department as to any project under the jurisdiction of that department.
  - 3.6 The Department of General Services as to all other projects.
  - 3.7 The High-Speed Rail Authority.
4. “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
5. “subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the California Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

**9-1.17D(3)(a)**

Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a

written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

**9-1.17D(3)(b)**

The claimant shall furnish reasonable documentation to support the claim.

**9-1.17D(3)(c)**

If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

**9-1.17D(3)(d)**

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

**9-1.17D(4)(a)**

If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

**9-1.17D(4)(b)**

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

**9-1.17D(4)(c)**

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.



## DIVISION II GENERAL CONSTRUCTION

### 10 GENERAL

***Replace Reserved in section 10-1.03 with:***

No soil-disturbing activity is allowed from November 1 through April 14.

***Add to the end of section 10-5:***

Implement a dust control program to limit fugitive dust emissions. The dust control program shall include the following requirements:

1. Water inactive construction sites and exposed stockpile sites as necessary but at least daily, during regular work days, or until soils are stable.
2. All trucks hauling soil and other loose material to and from the construction site shall be covered or should maintain at least 6 in. of freeboard (i.e., minimum vertical distance between top of load and the trailer).
3. Any topsoil that is removed for the construction operation and stored onsite shall be stored in piles not to exceed 4 feet in height to allow development of microorganisms prior to resoiling of the construction area. These topsoil piles shall be clearly marked and flagged. Topsoil piles that will not be immediately returned to use shall be revegetated with a non-persistent erosion control mixture.
4. Non-topsoil stockpiles shall be marked and flagged separately from native topsoil stockpiles and shall be surrounded by silt fencing, straw wattles, or other sediment barriers or covered unless they are to be immediately used.
5. Equipment or manual watering shall be conducted on all stockpiles, dirt/ gravel roads, and exposed or disturbed soil surfaces, as necessary, to reduce airborne dust.

***Replace paragraph 8 of Section 10-6 with:***

Keep at least 1 mobile unit with a capacity of at least 1,000 gal at the job site at all time for applying water unless all water is applied through pipes or another authorized method.

^^

### 12 TEMPORARY TRAFFIC CONTROL

***Add to section 12-1.01:***

Submit a Traffic Control Plan that shows methods for maintaining traffic at all locations within the project limits. Maintaining traffic includes automobiles, bicycles, and pedestrians. Traffic Control Plan shall be subject to review and approval of the agency having jurisdiction over the facility.

Temporary traffic control on state highways (e.g. US 101) shall be in accordance to encroachment permit issued by Caltrans to the County. Contractor shall be required to obtain a no-fee encroachment permit rider for the project.

***Replace section 12-1.04:***

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 maintaining traffic lane through or around the work area at all times , 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 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. Such adjustment will be made on a force account basis as provided in Section 9-1.04, "Force Account," of the Standard Specifications for increased work, and estimated on the same basis in the case of decreased work.

The cost for providing construction area signs is included in the bid item of "Traffic Control System."

The cost of furnishing flaggers is included in the bid item of "Traffic Control System."

Traffic control system required by work classified as extra work, as provided in Section 4-1.05 of the Standard Specifications, will be paid for as Extra Work.

***Add the following to the end of section 12-3.20C(1):***

Remove temporary barrier systems when no longer required for the work.

Stake down or anchor a minimum of 20 feet of temporary concrete barrier at the ends of the barrier run. For Type K temporary railing, place 4 stakes/anchors, and for temporary concrete barrier with "J" hooks, place a minimum of 6 stakes/anchors. For temporary steel barriers, follow manufacturer's requirements for end segment staking.

Place a minimum 60 feet of temporary barrier system in the approach zone before the work zone on facilities with a posted speed of 45 mph or less or place a minimum 100 feet of temporary barrier system in the approach zone before the work zone with a posted speed greater than 45 mph.

Offset the approach end of a temporary barrier system a minimum of 15 feet from the edge of an open traffic lane, use the offset rate in the table below:

**Temporary Barrier System Offset Rate**

Posted speed (mph)	Rate <sup>a</sup>
0 to 45	10:1
46 to 60	15:1
61 to 70	20:1

<sup>a</sup> Rate is longitudinally to transversely with respect to the edge of the traveled way.

If the 15-foot minimum offset cannot be achieved, offset the temporary barrier the maximum distance available and install an array of temporary crash cushion modules or an authorized temporary crash cushion system at the approach end of the barrier system.

*Add the following to the beginning of section 12-3.32C:*

Place PCMSs at the locations shown and in advance of the 1st warning sign for each:

1. Stationary lane closure
2. Speed reduction zone

*Add the following to the end of section 12-3.32C:*

When in operation, place the bottom of a PCMS at least 7 feet above the roadway. Place the top of the PCMS no more than 14.5 feet above the roadway.

Start displaying the message on the sign 15 minutes before closing the lane or when directed by the Engineer.

*Replace section 12-3.37 with:*

**12-3.37 PORTABLE RADAR SPEED FEEDBACK SIGN SYSTEMS**

**12-3.37A General**

Section 12-3.37 includes specifications for placing, maintaining, and removing portable radar speed feedback sign systems.

The system must be able to operate on a continuous, 24- hour basis.

**12-3.37B Materials**

A portable radar speed feedback sign system consists of a vehicle speed feedback sign, a power source, and signs R2-1 and G20-5aP.

The portable radar speed feedback sign system must comply with section 87-14, except:

1. System must be mounted on a trailer.
2. LED character display must remain blank when no vehicles are detected or when the detected vehicle speed is 10 miles less than the preset speed

Sign panels must comply with section 12-3.11B(2).

**12-3.37C Construction**

Configure the portable radar speed feedback sign system to detect traffic only in the approach direction of travel.

Place the portable radar speed feedback sign system.

1. As far from the traveled way as practicable where it is visible and legible to approaching traffic.  
Where practicable, place the sign behind a barrier or guardrail.
2. At or before the crest of roadway vertical curvatures that restrict sight distance.
3. At or before the curve of horizontal roadway curvatures that restrict sight distance.

**12-3.37D Payment**

Not Used

*Replace the last paragraph of section 12-4.01A with:*



Notify the local authorities in writing of your intent to begin work at least 5 days before work is to start. Submit a copy of the notice and send it to the local authorities before commencement of construction. Cooperate with local authorities to handle traffic through the area and make arrangements to keep the working area clear of parked vehicles. The local authorities must consist of:

1. Humboldt County Sheriff Department – (707) 445-7251
2. California Highway Patrol – (707) 822-5981
3. Caltrans – refer to encroachment permit issued to the County of Humboldt for contact information

Public traffic shall be maintained on public roadways adjacent to the work at all times. Any lane or shoulder closures shall be approved in advance by the jurisdiction having authority.

Contractor shall expedite the passage of public and private traffic through and around the work. The Contractor shall furnish and install signs, detours, lights, flares, barricades, and shall furnish flagmen and other facilities for the convenience and direction of public traffic.

At the end of each day’s work, and at other times when construction operations are suspended, all equipment and other obstructions shall be removed from that portion of roadway open for use by public traffic.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

***Add the following to the end of section 12-4.02A(2):***

**special days:** Special days are shown in the following table:

**Special Days**

Event	Event date	Special days
Cal Poly Humboldt Graduation	Second weekend in May	Friday through Sunday
Humboldt Bay Marathon	Second Sunday in August	Sunday
Redwood Coast Music Festival	Second weekend in May	Thursday through Sunday
Kinetic Grand Championship Race	Last weekend in May	Friday through Monday

Verify the dates prior to beginning work.

***Add between the 1<sup>st</sup> and 2<sup>nd</sup> paragraphs of section 12-4.02A(3)(c):***

Submit a contingency plan for each of the following activities:

1. Tree Removal

***Add the following to the end of section 12-4.02C(1):***

Keep the full width of the traveled way open to traffic when no active construction activities are occurring in the traveled way or within 6 feet of the traveled way.

*Replace section 12-4.02C(3)(f) with:*

**12-4.02C(3)(f) Closure Restrictions for Designated Holidays and Special Days**

Closure restrictions for designated holidays and special days are shown in the following table:

<b>Lane Closure Restrictions For Designated Holidays And Special Days</b>											
Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun	Mon
xx	<b>H</b> xx	xx	xx								
	<b>SD</b> xx										
xx	xx	<b>H</b> xx	xx								
		<b>SD</b> xx									
	xx	xx	<b>H</b> xx								
			<b>SD</b> xx								
		xx	xx	<b>H</b> xx	xx						
				<b>SD</b> xx							
				xx	<b>H</b> xx						
					xx	<b>H</b> xx					
							<b>H</b> xx	xx	xx	xx	
							<b>SD</b> xx				

Legend:

	Refer to lane requirement charts.
xx	The full width of the traveled way must be open for use by traffic.
<b>H</b>	Designated holiday
<b>SD</b>	Special day

*Replace section 12-4.02C(3)(g) with:*

**12-4.02C(3)(g) Freeway or Expressway Lane Requirement Charts**

Expressway lane closures must comply with the requirements shown in the following chart:

Chart No. G1 Expressway Lane Requirements																									
County: Humboldt							Route/Direction: 101/SB							Post Mile: 81.16/82.4											
Closure limits:																									
Hour	00	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon– Thu	1	1	1	1	1	1	1				1	1	1	1	1							1	1	1	1
Fri	1	1	1	1	1	1	1				1	1	1	1	1							1	1	1	1
Sat	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Sun	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Legend:																									
1	Provide at least one 11-foot wide through lane with an adjacent 6-foot-wide shoulder open in the direction of travel.																								
	No lane or shoulder closures allowed.																								
REMARKS: none																									

*Add the following to the end of section 12-4.02C(7)(b):*

Not more than 1 stationary closure is allowed in the direction of travel at one time.

*Replace section 12-4.02C(12) with:*

**12-4.02C(12) Construction Work Zone Speed Limit Reduction**

**12-4.02C(12)(a) General**

Section 12-4.02C(12) includes specifications for providing, installing, maintaining, and removing traffic control devices for reducing the speed limit for the construction work zones.

Speed limit reduction is limited to 10 mph from the posted speed limit in construction work zones unless a greater speed limit reduction is specified. Construction work zone speed limit reduction can either be required when construction activities are active in a closure as a temporary condition or 24 hours a day, 7 days a week based on the roadway conditions when specified.

Construction work zone speed limit reduction is required for lane closures when construction activities require workers to be present within the lane closures. Construction work zone speed limit reduction is not required for closures of 1 hour or less.

Construction work zone speed limit reduction is required when construction activities require lane closures for the locations shown in the following table:

Lane requirement chart no.
G1

**12-4.02C(12)(b) Materials**

PCMS must comply with section 12-3.32.

Portable radar speed feedback sign system must comply with section 12-3.37.

**12-4.02C(12)(c) Construction**

Cover all existing speed limit signs while the construction work zone speed limit reduction is in effect. Remove covers when construction work zone speed limit reduction is no longer in effect.

For expressways, place a R2-1 sign with G20-5aP "WORK ZONE" plaque approximately 500 feet downstream from intersections within the limits of a construction work zone speed limit reduction.

You may use variable speed limit signs where R2-1 signs are described.

**12-4.02C(12)(d) Payment**

Payment for portable changeable message sign and portable radar speed feedback sign system is included in the payment for traffic control system.

^^

**13 WATER POLLUTION CONTROL**

***Insert into section 13-1.01:***

Preliminary calculations by the Engineer indicate that the project’s disturbed soil area is 18 acres including stockpile and/or Contractor’s staging area. Use the information in the following table when developing the stormwater pollution prevention plan for the State Water Resources Control Board:

**SWPPP Information**

Project Size	22 Acres
Latitude and Longitude	40.817149, -124.100441
Total Disturbed Soil Area	18 Acres
Impervious Area Before Construction	0.1 Acres
Impervious Area After Construction	5.5 Acres

Manage work activities in a way that reduces the discharge of pollutants to surface waters, groundwater and separate municipal storm sewer systems.

***Add to the end of section 13-2.03:***

Following completion of construction or prior to the onset of precipitation capable of generating runoff, whichever comes first, all disturbed soil areas shall be treated with appropriate erosion control devices (e.g., seeding, straw mulch, wood mulch, matting, etc.).

***Add to the end of section 13-3.01A:***

The Contractor or SWPPP provider shall enter all required data to complete the Notice of Intent (NOI), including reports, changes of information, and Notice of termination with the RWQCB in the Stormwater Multiple Application and Report Tracking System (SMARTS).

This project’s risk level is 2.

***Add between the 4th and 5th paragraphs of section 13-2.01C(2)a:***

The following RWQCBs will review the authorized SWPPP:

1. North Coast RWQCB Region 1.

***Add to the end of section 13-3.03:***

Within 10 days of completion of construction in those areas where subsequent ground disturbance will not occur for 10 calendar days or more, disturbed areas shall be temporarily stabilized to reduce the potential for short-term erosion. Prior to a rain event or when there is a greater than 50 percent possibility of rain within the next 24 hours, as forecasted by the National Weather Service, appropriate BMPs will be installed upon completion of the day's activities to control erosion and prevent sediment laden stormwater from leaving the construction area.

Suitable perimeter control BMPs, such as silt fences, or straw wattles shall be placed below all construction activities at the edge of surface water features to intercept sediment before it reaches the waterway. These BMPs shall be installed prior to any clearing or grading activities.

If spoil or stockpile sites are used, they shall be located such that they do not drain directly into a surface water feature, if possible. If a spoil site drains into a surface water feature, swales shall be constructed to intercept sediment before it reaches the feature. Spoil sites shall be graded and vegetated to reduce the potential for erosion.

If necessary, containment berms shall be constructed to prevent spilled materials from reaching surface water features.

Sediment control measures shall be in place prior to the onset of the rainy season and shall be monitored and maintained in good working condition until disturbed areas have been revegetated.

Equipment and hazardous materials shall be stored 50 feet away from surface water features and ESA's.

***Add to the end of section 13-4.03B(1):***

Prepare and implement a site-specific spill prevention plan for potentially hazardous materials. The plan shall include the proper handling and storage of all potentially hazardous materials, as well as the proper procedures for cleaning up and reporting any spills. Submit the plan to the Department at least 15 days before the start of construction activity.

The spill prevention plan shall include the following requirements:

1. If necessary, containment berms shall be constructed to prevent spilled materials from reaching surface water features.
1. Equipment shall use non-toxic vegetable oil for operating hydraulic equipment instead of conventional hydraulic fluids.
2. Place plastic materials under asphaltic concrete paving equipment, while not in use to catch and/or contain drips and leaks.
3. Minimize sand and gravel from any new asphalt from getting into storm drains, streets, and creeks by sweeping. Old or spilled asphalt must be recycled or disposed as approved by the Resident Engineer.
4. During any and sweeping operations, petroleum or petroleum covered aggregate must not be allowed to enter any storm drain or water courses. Use silt fence until installation is complete.
5. Use only non-petroleum based substances to coat asphalt transport trucks and asphalt spreading

equipment.

6. Drainage inlet structures and manholes shall be covered with filter fabric during application of seal coat, tack coat, slurry seal, and/or fog seal.
7. Seal coat, tack coat, slurry seal, or fog seal shall not be applied if rainfall is predicted to occur during the application or curing period.

If dewatering is not required for other purposes, removal of seepage water in the coffered work areas may be ceased after new abutment concrete is poured and is curing (for at least 72 hours after pour) within the form structures, provided that pH of the water inside the cofferdam enclosures and in contact with the concrete forms does not exceed a difference of 0.5 pH units from that of ambient water quality in main slough channel outside of the cofferdams (e.g., 50 ft. upstream and downstream of the new bridge alignment). If the difference in pH within the cofferdam exceeds 0.5 units, water levels within the coffered area shall be kept below the level of the concrete abutment forms and pumped to temporary retention basins or Baker tanks and treated as above for erosion and sediment control.

***Add to the end of section 13-4.03C(3):***

Staging and stockpile areas shall be located at least 50 feet from coastal waters and drainage courses and all other wetlands and silt fencing shall be installed around all temporary staging and stockpile areas to prevent sediment- and pollutant-laden runoff from exiting the site(s).

Following construction, as appropriate staging area shall be ripped or disked for decompaction, and post-construction erosion control measures shall be implemented, including spreading weed-free straw mulch over bare soils.

***Add to the end of section 13-4.03E(4):***

Fueling and maintenance of construction equipment and vehicles shall be conducted off site if feasible. Any fueling and maintenance of equipment required on site shall take place only at designated staging areas located in upland areas at least 50 feet from coastal waters, drainage courses, and storm drain inlets, if feasible (unless those inlets are blocked to protect against fuel spills). All fueling and maintenance areas shall be designed to fully contain any spills of fuel, oil, or other contaminants. Equipment that cannot be feasibly relocated to a designated fueling and maintenance area may be fueled and maintained in other areas of the site, provided that procedures are implemented to fully contain any potential spill.

Heavy equipment used in project construction shall be in good condition, shall be inspected for leakage of coolant and petroleum products, and shall be repaired offsite, if necessary, prior to entering the property. If equipment must be washed, washing shall occur offsite only.

Equipment operators shall be trained in the procedures to be taken should an accidental spill occur. Absorbent materials designed for spill containment and cleanup shall be kept onsite during construction for use in the event of an accidental spill.

***Replace the 1<sup>st</sup> paragraph of section 13-4.03G with:***

Dewatering consists of discharging accumulated stormwater, groundwater, or surface water from excavations or temporary containment facilities, or from channels, ditches or other depressions that are to received fill material.

In order to minimize potential turbidity impacts, temporary channel check dams, coffer dams, or other temporary plugs shall be removed from upstream to downstream with the downstream-most plug removed during a rising tide to minimize turbidity impacts related to channel connection.

***Add to the end of section 13-5.02C:***

Straw mulch shall be certified weed-free.

***Add to the end of section 13-10.03A:***

During construction, silt fencing or similar runoff and sediment control BMPs shall be used to isolate work areas from surrounding channels and other sensitive areas and to capture any sediment-laden runoff that might flow from the site.

^^

**14 ENVIRONMENTAL STEWARDSHIP**

***Replace the 1<sup>st</sup> paragraph of section 14-1.02 with:***

ESA are boundaries are shown the plans. The Department will mark some ESA boundaries on the ground. If requested, the Department may mark additional ESA boundaries at their discretion.

***Add the following to section 14-1.02:***

More than one ESA exists on the job site. Use the management measures for the corresponding ESA shown in the following table:

Identification	Location	Management Measures
Station “M” 75+25 to “M” 76+25	CRC South Bridge	Temporary impacts to ESA allowed in accordance to these specifications and the project permit conditions. Notify the Engineer 5 days before entering.
Station “M” 129+75 to “M” 132+00	CRC North Bridge	Temporary impacts to ESA allowed in accordance to these specifications and the project permit conditions. Notify the Engineer 5 days before entering.
ESA limits as shown (all ESA areas except those listed above)	ESA limits as shown (all ESA areas except those listed above)	Limited foot and equipment access only. Notify the Engineer 5 days before entering.

The discharge of water, disturbance of vegetation and placement of fill is strictly prohibited in ESA’s. Any unauthorized damage to ESA’s shall be restored at Contractors expense and Contractor shall be liable for all penalties.

Submit a work plan for work that is proposed to occur adjacent to, within or over ESA's, in-channel areas, and in-bay areas. The work plan must include methods, procedures, sequences, and durations for:

1. Controlling water, dewatering working area, minimizing discharges to ESA's.
2. Containment of work area, construction material and equipment.
3. Method for restoring disturbed ESA's.

***Replace the 2<sup>nd</sup> paragraph of section 14-2.03A with:***

If archeological or cultural resources such as chipped or ground stone, historic debris, building foundations, or bone are discovered during ground-disturbance activities, stop work within a 66-foot radius of the discovery, per the requirements of CEQA (January 1999 Revised Guidelines, Title 14 CCR 15064.5 (f)). Notify the Engineer immediately.

Work near the archaeological finds shall not resume until a professional archaeologist, who meets the Secretary of the Interior's Standards and Guidelines, has evaluated the materials and offered recommendations for further action.

If the find is determined to constitute either an historical resource or a unique archaeological resource per CEQA Guidelines sections 15064.5, the archaeologist will develop appropriate mitigation to protect the integrity of the resource and ensure that no additional resources are affected. Mitigation could include but would not necessarily be limited to avoidance, preservation in place, archival research, subsurface testing, or excavation and data recovery.

If suspected human remains, associated grave goods, or items of cultural patrimony are encountered during project construction, stop all work within a 66-foot radius of the discovery location, and any nearby area reasonably suspected to overlie adjacent to human remains (Public Resources Code, Section 7050.5). Notify the engineer immediately.

The Humboldt County coroner will be contacted to determine if the cause of death must be investigated. If the coroner determines that the remains are of Native American origin, it is necessary to comply with state laws relating to the disposition of Native American burials, which fall within the jurisdiction of the NAHC (Public Resources Code, Section 5097).

The coroner will contact the NAHC. The descendants or most likely descendants of the deceased will be contacted, and work will not resume until they have made a recommendation to the landowner or the person responsible for the excavation work for means of treatment and disposition, with appropriate dignity, of the human remains and any associated grave goods, as provided in Public Resources Code, Section 5097.98.

Do not move archaeological resources or take them from the job site. Do not resume work within the radius of discovery until authorized.

If ordered, furnish resources to assist in the investigation or recovery of archaeological resources. This work is change order work.

***Replace the first and second paragraph of section 14-2.03B with the following:***

The project includes archaeological monitoring areas at the locations identified in the following table:



Identification	Location
Station "N" 157+50 to "N" 224+41	Segment 8 & 9

The Department will provide an archaeological monitor to observe work activities within the archaeological monitoring area. Do not work within the area unless the archaeological monitor is present.

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

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

**Regulated Species**

- |   |
|---|
| <ol style="list-style-type: none"> <li>1. Migratory Birds</li> <li>2. White-Tailed Kite/Raptor</li> <li>3. Tidewater Goby</li> <li>4. Coho and Chinook Salmon</li> <li>5. Steelhead</li> <li>6. Northern Red Legged Frog</li> </ol> |
|---|

***Add to section 14-6.03B:***

Contractor shall notify the County two weeks prior to start of clearing and grubbing activities.

The bird nesting season is from March 15<sup>th</sup> through August 15<sup>th</sup>. If vegetation removal or ground disturbance cannot be confined to work during the non-breeding season, the County will have a qualified biologist conduct preconstruction surveys within the vicinity of the impact area, to check for nesting activity of native birds and to evaluate the site for presence of raptors and special-status bird species. The biologist will conduct a preconstruction survey within the seven-day period prior to vegetation removal and ground-disturbing activities. If ground disturbance and vegetation removal work lapses for seven days or longer during the breeding season, a supplemental avian survey will be required before project work is reinitiated.

If an active nest is found, the biologist will determine the extent of an appropriate construction free buffer zone to be established around the nest and/or operational restrictions in consultation with the California Department of Fish and Wildlife. Buffer zones will be delineated with flagging and maintained until the nests have fledged or nesting activity has ceased.

***Add to section 14-6.03C:***

To protect the most vulnerable life stages of sensitive fish species that occur within the project area, all pile driving, tidal channel, in-water and in-bay work shall be restricted to the period between July 1 and September 31.

The driving of piles shall occur out of the water. The driving of piles (including vibratory and impact) placed in-water and in-bay areas shall occur during minus tides, based on the tidal station 9418767 (North Spit CA, NAVD88).

Piles shall be installed using a vibratory driver. Only the last 5 feet of piles can be driven using an impact hammer achieve design tip elevation and to verify load capacity.

Clear water diversions (e.g., cofferdams) shall be installed as necessary to ensure cast-in-place concrete elements of the CRC North and Brainard Slough bridges are isolated from coastal waters until cured and thus minimize the transport of sediment and concrete pollution to coastal waters. Clear water diversions shall be installed and removed during periods of minus tides based on the tidal station 9418767 (North Spit CA, NAVD88).

Implement the following protection measures prior to any in-water or in-bay work:

1. Install exclusionary material, a cofferdam, or a combination of both.

Any fish remaining inside the coffer dams or barriers will be carefully removed by a qualified biologist provided by the County. Any fish that cannot be herded by seines from the work areas and must be physically handled shall be immediately released in suitable habitat away from the action area, with comparable habitat and water quality conditions. Immediately following completion of in-water or in-bay work, any cofferdams or block nets shall be removed allowing free fish passage through the project area during the remainder of the construction period.

Handle regulated fish to minimize stress by:

1. Keeping the fish in water to the maximum extent possible during relocation
2. Keeping the fish in cool, shaded, and aerated water while in captivity
3. Protecting the fish from excessive noise, handling, temperature variation, jostling, or overcrowding while in captivity
4. Removing the fish from water only when releasing them
5. Segregating young-of-year salmonids into separate containers from older salmonids and other aquatic predators

Exclusion material must be 3/32-inch stretched mesh, or as required by the permits.

Exclude fish from the work area in the following sequence:

1. Install exclusion materials and remove as many fish as possible
2. Install a cofferdam or water bypass
3. Gradually dewater the work area
4. Remove the remaining fish using one or a combination of seining, baited minnow traps, and dip net and hand removal

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

The pump screen's approach velocity must not exceed 0.33 feet per second, or as required by the permits.

***Replace section 14-6.05 with:***

**14-6.05 INVASIVE SPECIES CONTROL**

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

Contractor shall be required to take necessary measures to prevent the spread of invasive plant species, including but not limited to, inspecting equipment for soil, seeds and vegetative matter, cleaning equipment, utilizing weed-free materials and native seed mixes for revegetation, and proper disposal of soil and vegetation.

Comply with section 13-4.03E(3).

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

1. List of the vehicles and equipment with identifying numbers
2. Date of cleaning for each vehicle and piece of equipment
3. Description of the cleaning process
4. Measures to be taken to ensure the vehicles and equipment remain clean until operation at the job site
5. Verification that the equipment has not been operated in waters known to be infested by aquatic invasive species

Update the list of vehicles and equipment as needed.

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

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

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

**Sensitive Habitat**

<ol style="list-style-type: none"><li>1. Brainard Slough</li><li>2. Eureka Slough</li><li>3. Humboldt Bay</li><li>4. Humboldt Bay Owl's Clover</li><li>5. Point Reyes Bird Beak</li><li>6. Western Sand Spurrey</li></ol>
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Do not clean vehicles, equipment, or tools at locations near sensitive habitat or waterways at the job site. Clean vehicles and equipment every time before it enters or leaves a sensitive habitat. Within Sensitive Habitat, implement the following protection measures:

1. Before entering or exiting, pressure wash your vehicles and equipment:
  - 1.1. At a temperature of 140 degrees F
  - 1.2. With a minimum nozzle pressure of 2,500 psi
  - 1.3. With a minimum fan tip angle of 45 degrees
2. Thoroughly scrub personal work equipment and tools, such as boots, waders, hand tools, and any other equipment used in water at the job site, using a stiff-bristled brush to remove any organisms. Decontaminate the equipment by one of the following methods:
  - 2.1. Immerse the equipment in water at a temperature of 140 degrees F for at least 5 minutes. If necessary, weigh down the equipment to keep it immersed in the water.
  - 2.2 Freeze the equipment to a temperature of 32 degrees F or colder for at least 8 hours.
  - 2.3 Thoroughly dry the equipment in a weed-free area for at least 48 hours.

3. Clean personal work equipment, and tools over drip pans or containment mats at the job site. Collect and contain the wastewater. Dispose of the wastewater at a waste management facility.

***Replace section 14-6.06 with:***

**14-6.06 NORTHERN RED-LEGGED FROG**

The Department will arrange for a qualified biologist to conduct a pre-construction survey of suitable northern red-legged frog habitat within the work zone and adjacent areas no more than one week prior to the initiation of ground disturbance. The biologist will relocate any northern red-legged frogs found to occur within the work-impact zone to nearby suitable habitat.

Construction within areas of standing water that represent habitat for northern red-legged frogs shall be limited to the period of the year between July 1<sup>st</sup> and October 30<sup>th</sup> to avoid disturbance.

If you find an injured or red-legged frog that may be adversely affected by construction activities, immediately:

1. Stop all work within a 100-foot radius of the discovery
2. Notify the Engineer

The Department investigates the discovery. Do not resume work within the radius of the discovery until authorized.

***Add the following to the end of section 14-11.01:***

Comply with the requirements of the Soil and Groundwater Management Plan (see section 2-1.06B).

Refer to the Caltrans encroachment permit issued for the project for additional requirements related to aerially deposited lead in the State right of way.

***Add the following to the end of section 14-11.02:***

**Definitions**

**RCRA Hazardous Waste (RCRA-Haz Waste):** Soil containing constituents of concern that exceed the Federal Hazardous waste thresholds. This soil must be disposed of at a Class I disposal facility.

**California Hazardous Waste (Cal-Haz Waste):** Soil containing constituents of concern that are below the Federal Hazardous waste thresholds but exceed the Cal-Haz waste thresholds. This soil must be disposed of at a Class I disposal facility.

**Site Conditions**

Concentration data and sample location maps for hazardous contaminated material are included in the *Information Handout*.

RCRA-Haz Waste is not expected to exist in the project work areas.

Cal-Haz Waste is expected to exist in the locations shown and listed in the following table:

Location	Constituent of Concern	Elements of work	Description
Sta "S" 9+04 to "S" 27+50	Arsenic	All Excavation <u>except for RSP</u> Excavation and Ditch Excavation (Tidal Channel)	Segment 3
Sta "S" 27+50 to "S" 74+94 – between trail centerline alignment and Humboldt Bay	Arsenic	All Excavation	Segment 4
Sta "M" 131+20 to "M" 132+28 and Sta "N" 132+43 to "N" 157+88	Lead	All Excavation	Segment 7
Sta "N" 157+88 to "N" 198+35 – between trail centerline alignment and Humboldt Bay	Lead	All Excavation	Segment 8

***Add the following to the end of section 14-11.02:***

In the event any hazardous, toxic, noxious, objectionable, or unknown chemicals are encountered during construction, construction shall be halted by the construction crew on duty and reported to the general contractor for the project and the County. Do not resume work in the area until authorized to do so by the Department.

***Replace section 14-11.03 with:***

Handle, store, and dispose of hazardous waste under 22 CA Code of Regs Div 4.5, and in accordance with the Soil and Groundwater Management Plan (see section 2-1.06B).

Cal-Haz material that is stockpiled or transported must not be incorporated into the work and shall be disposed of in accordance with State and Federal regulations at a Class I land fill appropriately permitted to receive the material.

Dispose of all surplus Cal-Haz material in accordance with State and Federal regulations at a Class I land fill appropriately permitted to receive the material.

You are responsible for identifying the appropriately permitted landfill to receive the material and for all associated trucking and disposal costs, including any additional sampling and analysis required by the receiving landfill.

The Department does not pay for additional sampling and analysis required by disposal facilities.

***Add the following to the end of section 14-11.05A:***

The stockpiling of Cal-Haz material originating from within Caltrans right-of-way is not allowed.

***Replace Reserved in section 14-11.05B with:***

Store stockpiled material containing hazardous waste on a liner. Liner must be new and undamaged impervious 30 mils minimum thickness plastic sheeting or an equivalent impermeable barrier. For stockpiles on a paved surface, you may reduce the thickness of the barrier to 20 mils. The dimensions of

the impermeable barrier must extend a minimum of 3 feet beyond the perimeter of the stockpile. Overlap edges of the liner a minimum of 2 feet and seal the entire length of the seam with duct tape to prevent leakage.

#### **14-11.11 DEPARTMENT-GENERATED CONTAMINATED SOIL**

##### **14-11.11A General**

Section 14-11.11 includes specifications for management of non-hazardous material contaminated with heavy metals, and other constituents. Management of the material includes:

1. Excavating
2. Loading and unloading containers or trucks
3. Stockpiling
4. Transporting

Excavate and place contaminated soil under the rules and regulations of the following agencies

1. US Department of Transportation
2. US EPA
3. California Environmental Protection Agency
4. CDPH
5. DTSC
6. Cal/OSHA
7. California Department of Recycling and Recovery
8. California Air Resources Board
9. RWQCB, Region 1, North Coast
10. North Coast Unified AQMD
11. CA Coastal Commission

Laws and regulations that govern this work include:

1. North Coast Air Quality Management District Rule 1166 Permit and Rule 403
2. Water Code, Division 7 (Porter-Cologne Water Quality Control Act)
3. 22 CA Code of Regs 4. 8 CA Code of Regs

Comply with the requirements of the Soil and Groundwater Management Plan (see section 2-1.06B).

##### **14-11.11B Definitions**

**Non-Hazardous Soil Unfit for Reuse (Unfit Material):** Soil containing constituents of concern below RCRA-Haz and Cal-Haz waste thresholds but exceed human health screening criteria (DTSC Human Health Risk Assessment Note 3, June 2020) protective of commercial/industrial property and reported background soil levels for California. This soil must be disposed of at a Class II disposal facility.

**Non-hazardous Soil Fit for Restricted Reuse (Restricted Material):** Soil containing constituents of concern that are below RCRA-Haz and Cal-Haz waste thresholds and below the human health screening criteria (DTSC Human Health Risk Assessment Note 3, June 2020) protective of commercial/industrial property or within reported background soil levels for California. This soil can be reused on-site, released to the contractor to be used on other commercial/industrial property, or can be disposed of at an appropriate disposal facility, such as a Class II or Class III disposal facility.

**Non-Hazardous Soil Fit for Unrestricted Reuse (Unrestricted Material):** Soil containing constituents of concern that are below RCRA-Haz and Cal-Haz waste thresholds and below the human health screening criteria protective of residential property. This soil can be reused on-site or released to the contractor for unrestricted use.

**Commercial/Industrial Property:** Property that is not and will not be used for any type of housing, including but not limited to, apartment, motel, hotel, farm, ranch, or any other type of property, including but not limited to, daycare, park, school, hospital, university, which could allow occupants to reside on the property now or in the future or would lead to daily, repeated, long term exposure to the material.

**Residential Property:** Property that is or may be used for any type of housing, including but not limited to, apartment, motel, hotel, farm, ranch, or any other type of property, including but not limited to, daycare, park, school, hospital, university, which could allow occupants to reside on the property now or in the future or would lead to daily, repeated, long term exposure to the material.

**14-11.11C Site Conditions**

Unfit materials is expected to exist in the locations shown and listed in the following table:

Location	Elements of work	Description
Sta “N” 200+00 to “N” 218+00	All Excavation	Segment 9

Restricted material is expected to exist in the locations shown and listed in the following table:

Location	Elements of work	Description
Sta “EWT” 207+25 to “EWT” 209+22	All Excavation	Eureka Waterfront Trail
Sta “S” 0+85 to “S” 1+81	All Excavation	Segment 2
Sta “S” 9+04 to “S” 27+50	RSP Excavation and Ditch Excavation (Tidal Channel)	Segment 3
Sta “S” 27+50 to “S” 74+94 – between trail centerline alignment and US 101 pavement	All Excavation	Segment 4
Sta “M” 74+94 to “M” 131+50	All Excavation	Portion of Segment 5
Sta “N” 157+88 to “N” 198+35 – between trail centerline alignment and US 101 pavement	All Excavation	Segment 8
“N” 198+35 to “N” 200+00	All Excavation	Segment 9
“N” 218+00 to “N” 224+41	All Excavation	Segment 9
“HBTN” 224+41 to “HBTN” 227+00	All Excavation	Humboldt Bay Trail North

Unrestricted material is not expected to exist in the project work areas.

**14-11.11D Submittals**

**14-11.11D(1) Health and Safety Plan**

Prepare and submit a Health and Safety Plan in accordance with Cal/OSHA requirements.

Submit the Health and Safety Plan as an informational item at least 15 days before beginning work.

**14-11.11D(2) Bill of Lading**

Submit copies of the bills of lading used to transport unfit and restricted material for disposal within 5 business days of disposal.

**14-11.11D(3) Disposal Documentation**

Submit documentation from the receiving property owner or disposal facility confirming appropriate disposal within 5 business days of transporting unfit and restricted material from the job site.

**14-11.11E Excavation**

Prevent the flow of surface water runoff from entering the unfit and restricted material excavation areas.

**14-11.11F Dust Control**

Prevent visible dust migration under section 14-11.04 during management of unfit and restricted material.

**14-11.11G Stockpiling**

Stockpile unfit and restricted material under section 14-11.05 for no more than 90 days. The Department does not pay for stockpiling. Manage stockpiles throughout construction.

**14-11.11H Material Transportation**

Before traveling on public roads outside the controlled access construction zone, remove loose and extraneous unfit and restricted material from outside surfaces of containers and the cargo areas of trucks. Place tarpaulins or other cover over the cargo. You are responsible for costs due to spillage of unfit and restricted material during transport.

**14-11.11K Disposal****14-11.11K(1) General**

Comply with all laws and regulations that govern disposal of unfit and restricted material.

The Department does not pay for additional sampling and analysis required by disposal facilities.

**14-11.11K(2) Unfit Material**

Dispose of all unfit material at a Class II land fill appropriately permitted to receive the material.

You are responsible for identifying the appropriately permitted landfill to receive the material and for all associated trucking and disposal costs, including any additional sampling and analysis required by the receiving landfill.

**14-11.11K(3) Restricted Material**

Dispose of surplus restricted material.

Restricted material should not be disposed of where it may cause deterioration to the environment, including groundwater, and shall not be placed on properties situated in the California Coastal Zone.

Submit at least 15 days before disposal, a letter which discloses the constituent concentration of the material to the receiving property owner and obtains authorization for disposal on the property. Give a copy of the signed letter to the property owner and the Department. The letter shall stipulate that all required permits for disposal have been obtained. You are responsible for any additional sampling and analysis required by the receiving property owner.



If you choose to dispose of restricted material at a commercial landfill:

1. Transport it to a Class III or Class II landfill appropriately permitted to receive the material
2. You are responsible for identifying the appropriately permitted landfill to receive the material and for all associated trucking and disposal costs, including any additional sampling and analysis required by the receiving landfill.

***Replace section 14-11.14 with:***

## **14-11.14 TREATED WOOD WASTE**

### **14-11.14A General**

Section 14-11.14 includes specifications for handling, storing, transporting, and disposing of treated wood waste. Manage treated wood waste under Health & Safety Code §25230 et seq.

Unless identified to be salvaged, wood removed from railroad ties, railroad piles, railroad beams, railroad bridge outriggers, and roadside sign posts is treated wood waste.

### **14-11.14B Submittals**

Within 5 business days of disposing of treated wood waste, submit as an informational submittal a copy of each completed shipping record and weight receipt.

### **14-11.14C Training**

Provide training to personnel who handle or may come in contact with treated wood waste. Training must include:

1. Requirements of 8 CA Code of Regs
2. Procedures for identifying and segregating treated wood waste
3. Safe handling practices
4. Requirements of Health & Safety Code §25230 et seq
5. Proper disposal methods

Maintain training records for 3 years after contract acceptance.

### **14-11.14D Storage of Treated Wood Waste**

Treated wood waste that is identified to be salvaged shall be stored at the jobsite until collection by the Department. Other treated wood waste shall be stored at the jobsite until transport to the CA permitted disposal site.

Until disposal, store treated wood waste using the following methods:

1. Raise the waste on blocks above a foreseeable run-on elevation and protect it from precipitation for no more than 90 days.
2. Place the waste on a containment surface or pad protected from run-on and precipitation for no more than 180 days.
3. Place the waste in water-resistant containers designed for shipping or solid waste collection for no more than 180 days.
4. Place the waste in a storage building as defined in Health & Safety Code §25230 et seq.

Treated wood waste that is to be salvaged shall be stored using the following method:

1. Raise the waste on blocks above a foreseeable run-on elevation and protect it from precipitation for no more than 90 days.

Prevent unauthorized access to treated wood waste using a secure enclosure such as a locked chain-link-fenced area or a lockable shipping container located within the job site.

Resize and segregate treated wood waste at a location where debris including sawdust and chips can be contained. Collect and manage the debris as treated wood waste.

Identify treated wood waste and accumulation areas using water-resistant labels that comply with Health & Safety Code §25230 et seq. Labels must include:

1. The words *TREATED WOOD WASTE Do not burn or scavenge*
2. The words *Caltrans District* and the district number
3. The words *Construction Contract* and the contract number
4. District office address
5. Engineer's name, address, and telephone number
6. Contractor's contact name, address, and telephone number
7. Date placed in storage

#### **14-11.14E Transport and Disposal of Treated Wood Waste**

Dispose of treated wood waste within:

1. 90 days of generation if stored on blocks
2. 180 days of generation if stored on a containment surface or pad
3. 1 year of generation if stored in a water-resistant container or within 90 days after the container is full, whichever is shorter
4. 1 year of generation if stored in a storage building as defined in Health & Safety Code §25230 et seq

Before transporting treated wood waste, obtain agreement from the receiving facility that it will accept the waste. Protect shipments of the waste from loss and exposure to precipitation. For projects generating 10,000 lbs or more of treated wood waste, request a generator's EPA Identification Number from the Engineer at least 5 business days before the 1<sup>st</sup> shipment. Each shipment must be accompanied by a shipping record such as a bill of lading or invoice that includes:

1. The words *Humboldt County Department of Public Works*
2. The words *Construction Contract* and the contract number
3. District office address
4. Engineer's name, address, and telephone number
5. Contractor's name, contact person, and telephone number
6. Receiving facility's name and address
7. Description of the waste (e.g., treated wood waste with preservative type if known or unknown/mixture)
8. Project location
9. Estimated weight or volume of the shipment
10. Date accumulation begins
11. Date of transport
12. Name of transporter
13. Date of receipt by the treated wood waste facility
14. Weight of shipment measured by the receiving facility
15. Generator's US EPA Identification Number for projects generating 10,000 lbs or more of treated wood waste

The shipping record must be 8-1/2 by 11 inches and a 4-part carbon or carbonless form to provide copies for the Engineer, transporter, and treated wood waste facility.

Transport treated wood waste directly to the CA permitted disposal site after leaving the jobsite. Do not mix treated wood waste from the job site with waste from any other generator.

Dispose of treated wood waste at one of the following:

- 1. An approved California disposal site operating under a RWQCB permit that includes acceptance of treated wood waste
- 2. California disposal site operating under a DTSC permit that includes acceptance of treated wood waste

Treated wood waste may be disposed as a hazardous waste at any of the following Resource Conservation and Recovery Act (RCRA) Subtitle C disposal facilities:

- 1. US Ecology, Beatty, Nevada
- 2. US Ecology, Grandview, Idaho
- 3. Chemical Waste Management of the Northwest, Arlington, Oregon

^^

**15 EXISTING FACILITES**

*Add to the end of section 15-1.03C:*

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

Salvaged material shall be stockpile at one or both of the following locations identified on the plans: "M" 125+00 (±) or "N" 200+00 (±).

Salvaged material shall be stockpiled in a neat and orderly manner subject to approval of the Engineer.

Store treated wood waste in accordance to section 14-11.14.

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

**15-1.03D(1) Remove Railroad Track Materials**

The work of this Section includes the removal of existing track including rail, crossties, steel grating, and other track material, the disposal of scrap track materials, and the salvage of reusable track materials. In addition, this section includes the transport and stockpiling of salvaged track materials to a storage site designated by the Department.

All required measures, protective regulatory devices and personnel shall be in place before demolition commences.

Where an abutting structure or a part of a structure is to be left in place, clean, smooth, vertical cuts shall be made with a saw or other approved cutting device to lines established or as directed. No torch cutting of steel material allowed.

The Contractor shall not use the salvaged materials for use in temporary facilities or in the Work unless approved in writing by the Engineer for each specific case.

Items to remain which are damaged during demolition shall be repaired or replaced as directed by the Engineer at the Contractor's expense.

The existing track shall be removed in the locations indicated on the Plans at the closest rail joint. If the location of limits of track are within continuous welded rail (CWR), the rail shall be cut with a rail saw at that location.

Replace existing timber crossties as directed by the Engineer. Refer to section 79-4 for additional information on crosstie replacement.

Track and track structure shall not be dismantled until approval to do so is received from the Engineer.

All track components that are removed by the Contractor and temporarily stockpiled on site, shall be done so in an organized, tidy and safe fashion. Tie plates and rail joint bars shall be stacked and secured on wood pallets.

The Contractor shall remove all track material using proper measures to ensure the safety of all employees and the general public and the method causes no damage to track components to be salvaged or other tracks and structures which are indicated to remain in place. Methods of removal of existing tracks and pavement shall not cause damage to adjacent roadways and ESA's. Damage caused by the Contractor to facilities not destined for demolition or salvage shall be restored to the satisfaction of the Engineer at the Contractor's expense.

Except for salvageable track materials, or unless otherwise stipulated, all other materials removed, including defective rail, ballast, subballast, crossties, crossing fasteners, as identified by the Engineer, shall become the property of the Contractor, and shall be removed from the job site disposed of conformance with all laws, regulations and rules legally imposed on such activities.

The Contractor shall also be responsible for conforming to federal, state and local regulations with regard to storage and/or disposal of removed noncombustible material.

Non-combustible material and rubbish shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. Local regulations regarding hauling and disposal shall apply.

***Replace section 15-1.04 with:***

The removal of existing track (including rail, crossties and other track material) will be paid on the linear foot basis measured along the centerline of the track.

The salvaging of steel grating will be paid on a lump sum basis.

Removing crossties will not be paid separately but will be included in the payment of other items.

^^

**16 TEMPORARY FACILITIES**

*Replace Reserved in section 16-2.05B with:*

**16-2.05B(1) General**

**16-2.05B(1)(a) Summary**

Section 16-2.05B includes specifications for using a water-filled cofferdam to dewater a work area.

**16-2.05B(1)(b) Definitions**

Not Used

**16-2.05B(1)(c) Submittals**

Submit 2 sets of shop drawings for your dewatering system, including the cofferdams and any pump equipment. Include construction methods and calculations with the shop drawings. Shop drawings and calculations must be sealed and signed by an engineer who is registered as a civil or structural engineer in the State.

**16-2.05B(1)(d) Quality Assurance**

Not Used

**16-2.05B(2) Materials**

The cofferdam must (1) be able to stand alone without additional external mechanical or gravitational stabilization devices, (2) not degrade the aquatic environment by siltation or other means or harm native wildlife, and (3) be as watertight as practicable to provide a reasonably dry working area suitable for construction activities.

The cofferdam must consist of a system of at least 1 pair of water-filled inner tubes in a side-by-side position contained by 1 outer tube that forms a stable, nonrolling wall of water.

The inner tube fabric must be impervious. The outer tube fabric must be UV and puncture resistant.

Each cofferdam unit must have (1) threaded fill and drain ports and (2) lifting loops for the installation and removal of the cofferdam.

**16-2.05B(3) Construction**

Comply with the manufacturer’s instructions for the cofferdam’s installation and for dewatering the work area. Maintain the cofferdam to provide complete enclosure of the work area and prevent outside water from entering the work area. Overlap individual units at each end to produce a watertight connection under the manufacturer’s instructions except you may use another type of connection if you demonstrate to the Engineer that it is watertight.

Immediately repair or replace any cofferdam damaged during the work. Reposition or relocate portions of the cofferdam to accommodate changing phases of the work.

Maintain a minimum cofferdam freeboard of the greater of 25 percent of the cofferdam height or 1 foot. Remove the cofferdam when it is no longer needed. Repair depressions and other ground disturbances caused by the removal of the cofferdam. Return disturbed soil to its original condition. If no suitable backfill material is available, you may use washed Class 1 permeable material, Type B, if authorized.

**16-2.05B(4) Payment**

Not Used

^^

**DIVISION III EARTHWORK AND LANDSCAPE**

**17 GENERAL**

*Replace the 5<sup>th</sup> paragraph of section 17-2.01 with:*

3. Roads, road approaches, streets, trails, paths, and overlooks.

*Add the following to the end of section 17-2.01:*

The removal of the trees with a 6-inch or greater diameter at breast height (DBH) shall be completed by a contractor that possesses a D-61 (Specialty Contractor) and D-49 (Tree Service Contractor) Contractors License.

The Department will clear shrubs and trees less than 15 feet tall prior to the issuance of the Notice to Proceed.

*Replace section 17-2.03A with:*

Clear and grub before performing earthwork in an area.

Do not injure standing trees, plants, and improvements shown to be protected.

Clear and grub vegetation only within the excavation and embankment slope lines. Where it is necessary for the Contractor to work outside these limits (e.g. for the installation of silt fencing), existing vegetation shall be carefully trimmed as required for the Contractor's operations as approved by the Engineer.

All existing vegetation outside the clearing and grubbing limits and outside of areas that are absolutely required for the Contractor's operations shall be protected from injury or damage resulting from the Contractor's operations. Certain mature trees on the edge of the clearing limits are not to be removed. The Contractor shall check with the Engineer before removing trees of this nature.

*Add the following to the end of section 17-2.03B:*

Where subgrade enhancement geogrid is shown to be placed on the original ground surface, the vegetation shall be cleared to ground surface using hand tools, string trimmers, or mowers, while leaving intact the below surface vegetated “soil mat.” Minimize ground disturbance and soil compaction during clearing operations. Do not track heavy equipment over construction areas until subgrade enhancement geogrid and a layer of embankment is placed.

Separate vegetation from soil. Any soil generated from clearing operations shall be handled in accordance to section 14-11.

***Replace section 17-2.03C with:***

Minimize ground disturbance and soil compaction during grubbing operations. Do not track heavy equipment over construction areas that are to receive subgrade enhancement geogrid until the subgrade enhancement geogrid and a layer of embankment is placed.

Grub all construction areas to a depth necessary to remove all trees, existing stumps, roots, buried logs, and other objectionable material, except as follows:

1. Root matter from grass (excluding bunchgrass), weeds, and ground cover shall remain in place (below ground level) in areas where subgrade enhancement geogrid is shown on the plans to be placed on the original ground surface.
2. Roots from the mature eucalyptus tree stand are to be cut below grade in accordance with the plans.

Separate vegetation from soil. Any soil generated from clearing operations shall be handled in accordance to section 14-11.

***Replace to section 17-2.04:***

The lump sum price paid for “Clearing and Grubbing” includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the clearing and grubbing of the construction areas (including tree removal and stump grinding), including wood waste management, and disposal of material outside of Caltrans and County right of way.

^^

**19 EARTHWORK**

***Add to section 19-1.01A:***

Earthwork activities include developing a water supply for earthwork activities and finishing the trail. Comply with sections 10-6, and 22.

***Add to section 19-1.03A:***

Manage material in accordance to section 14-11.11.

***Replace section 19-2.04 with:***

The payment quantity for roadway excavation is the volume of roadway excavation material, including volume of material involved in trail excavation.

The payment quantity for ditch excavation is the volume of excavated material for construction of the tidal channel/drainage ditch between Station “S” 14+44 and “S” 23+04.

***Add to the end of section 19-6.02A with:***

Excavation material used as embankment within 3 feet of finished grade must have the following:

1. Plasticity Index of less than 15
2. R-value of 20 or more
3. 100% passing the 3-inch sieve
4. Free of organic or other unsatisfactory material

Excavation material in the location shown below may only be used as embankment in the same location. Excavation material from locations other than shown below, may not be used in the area shown below.

Location	Notes
“M” 76+00 to “M” 130+00 (APN 017-081-001 and 404-141-004)	Excavation material from location may be used as embankment within the same location. Excavation materials from other locations may not be used in this location.

***Add to the end of section 19-6.02B with:***

Uniaxial geogrid shall be per section 96-1.02S.

Biaxial geogrid shall be per section 96-1.02P.

***Replace paragraph 4 of section 19-6.03A with:***

If you construct an embankment against a slope, prepare the original ground or embankment by cutting into it at least 4 feet horizontally, every 3 feet vertically, as you place the new embankment in layers. Compact the cut material along with the new embankment material.

***Add to the end of section 19-6.03E with:***

The slope face should be overbuilt by a minimum of 2 feet and trimmed back to finished grade.

Where fence or sign posts foundations will be placed at the top crest of a geosynthetic-reinforced embankment and the geosynthetic reinforcement interferes with the placement of posts, you may pre-cut the affected layers if the reinforcement into cross-shaped patterns in accordance to manufactures instructions. The recutting dimensions must not exceed the foundation dimensions by more than 2 inches.

***Add to section 19-7.02C:***

Imported borrow shall have 100% passing the 3-inch sieve and a Plasticity Index of less than 15. Imported borrow used within 2 feet of the trail finished subgrade level should have an R-value of 20 or greater. Imported borrow must be free of organic or other unsatisfactory material. Strip and separate materials that adversely affect the imported borrow properties.

Structure backfill and Class 3 aggregate subbase are acceptable for imported borrow.

***Replace section 19-7.04 with***

Imported borrow will not be paid for separately.

***Replace section 19-10.02 with:***



Subgrade enhancement geogrid must be biaxial geogrid per section 96-1.02P or triaxial geogrid per section 96-1.02T.

Subgrade enhancement geotextile must be Class B2 or B3 per Section 96-1.02O.

***Add to section 19-10.03A:***

Before placing subgrade enhancement geosynthetic, fill localized holes and depressions with embankment material.

^^

**21 EROSION CONTROL**

***Add to Section 21-2.02F:***

Seed shall consist of the following native species or equivalent approved by Engineer:

<b>Botanical Name (Common Name)</b>	<b>Percentage Live Seed (PLS) (minimum)</b>	<b>Lbs. Per Acre</b>
Bromus Carinatus (California Brome)	90	35
Vulpia microstachys (Small Fescue or Three Weeks Fescue)	83	6
Trifolium wildenovii (Tomcat Clover)	78	4

Seed shall be mixed on the project site in the presence of the Engineer.

Straw shall be certified weed free and applied at 2 ton/acre.

Install fiber rolls in accordance with Section 21-2.02P and 21-2.03P.

***Replace Section 21-2.02G with:***

Fertilizer must comply with the material specifications for fertilizer in section 20-3.01B(4)(d).

***Add to section 21-2.02H:***

Straw must be certified weed free from the harvest site by the local County Agricultural Commission or the Department of Food and Agriculture.

***Add to Section 21-2.02O with:***

RECP shall be Type B or Type C Netting in accordance to Section 21-2.02O(3).

*Add to Section 21-2.03D:*

Hydroseed shall be mixed and applied in the following proportions:

<b><u>Material</u></b>	<b><u>Lbs. per Acre (Slope Measurement)</u></b>
Fiber	500
Seed	45
Fertilizer	300
Tackier	150

^^

**26 AGGREGATE BASES**

*Add to section 26-1.02B:*

The aggregate shall have at least 50% crushed particles with at least one fractured face.

*Add the following to the end of the first paragraph of section 26-1.04:*

The payment quantity does not include the volume of aggregate base used under minor concrete items or concrete collars.

^^

*Replaced Reserved section 26-2 with:*

**26-2 BALLAST**

**26-2.01 General**

**26-2.01A General**

The work of this Section shall consist of the cleaning existing ballast and furnishing and installation of new ballast in accordance with the Plans and Specifications. Ballast will be used for surfacing work in order to restore proper line and surface and restore the proper roadbed in reasonably close conformity with the typical section indicated on the Plans.

**26-2.01B References**

The publications listed below form a part of specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION (AREMA)

- Manual for Railway Engineering (AREMA Manual), Chapter 1, Roadway and Ballast

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- ASTM D 75 Sampling Aggregates
- ASTM C 88 Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
- ASTM C 117 Material Finer Than No. 200 Sieve in Mineral Aggregates by Washing
- ASTM C 127 Specific Gravity and Absorption of Coarse Aggregate
- ASTM C 131 Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
- ASTM C 136 Seve Analysis of Fine and Coarse Aggregates
- ASTM C 142 Clay Lumps and Friable Particles in Aggregates
- ASTM C 535 Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
- ASTM C 702 Reducing Field Samples of Aggregates to Testing Size
- ASTM D 1557 Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lb/cu. ft.)
- ASTM D 4318 Evaluation of Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
- ASTM D 4791 Flat or Elongated Particles in Coarse Aggregate
- ASTM E 11 Wire-Cloth Sieves for Testing Purposes

CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)

- California Department of Transportation Standard Specifications, 2022.

**26-2.01C Submittals**

Submit Certificates of Compliance for ballast material to be installed in this Project. The Certificates of Compliance shall certify that the ballast material meets the requirements specified herein.

Submit the ballast source with representative test data to the Engineer for approval at least 7 days prior to placement of ballast.

**26-2.02 Materials**

**26-2.02A Ballast**

Provide and install AREMA No. 4 main line ballast conforming to the AREMA Manual, Chapter 1, Part 2 for quality, soundness, and gradation. Ballast material shall meet the property requirements shown in the following table:

**TABLE 1. MINIMUM PROPERTY REQUIREMENTS - BALLAST**

Property	Maximum	Minimum	Test Method
Percent passing No. 200 sieve	1.0 percent	--	ASTM C 136 ASTM C 117
Bulk specific gravity- Rock	--	2.60	ASTM C 127
Absorption – Rock	1.0 percent	--	ASTM C 127
Clay lumps and friable particles	0.5 percent	--	ASTM C 142
Degradation	35 percent	--	ASTM C 535
Soundness - Sodium Sulfate - 5 cycles	5 percent	--	ASTM C 88
Flat or elongated particles	5 percent	--	ASTM D 4791

Material shall be washed and free from organic matter, fines, and other debris. Slag material from any source will not be acceptable.

**26-2.03 Construction**

Before placing ballast rock where called for on the plans, clean existing ballast by removing vegetation and other organic matter to a minimum depth of 6-inch below bottom of crosstie based on final track grade. Existing ballast may be reused as long as it is removed from the trackbed, cleaned, and the gradation meets the property requirements listed above.

Ballast shall be placed so that track can be surfaced and lined to restore proper line and surface and restore the ballast section. Ballast shall be placed to follow the existing track centerline alignment along with the grades established for the proposed trail as indicated on the Plans.

Ballast shall not be placed on soft, muddy, or frozen subgrade areas. Where the prepared subgrade is soft, muddy, rutted, exhibits severe depressions, or is otherwise damaged, ballast shall not be placed until the damaged subgrade has been repaired and the subgrade area has been approved by the Engineer.

Ballast shall not be distributed on the track until the track has been constructed on prepared roadbed cap. Rail anchors are to be applied only after the track has been brought to final line and grade. Ballast distribution shall be confined to the limits referenced in the Plans, and sufficient ballast shall be placed to meet the requirements of the typical section.

Where existing track is being surfaced and lined, sufficient ballast shall be used so that the Contractor may tamp and surface the track to its final top of rail elevation and conform to the typical roadbed section.

Main line tracks rehabilitated with bolt jointed rail or CWR shall have a minimum ballast shoulder width of 12” on the outside of curves and 6” on the inside of curves and in tangent track the ballast within aerial or confined (bridge) spaces shall be placed per the plans.

Ballast may be distributed by rail car, hy-rail dump truck, backhoe, or front-end loader. Care shall be taken when distributing ballast from trucks and off-track equipment to prevent forming of ruts that would impair proper drainage of the subgrade surface. Any ruts formed that would impair drainage shall be leveled and

graded to drain. Geotextile fabric damaged during the placement of ballast shall be repaired at the Contractor's expense.

Ballast shall be unloaded as close as possible to the point of use so that unnecessary handling is prevented. Excess ballast shall be picked up and redistributed or removed at the Contractor's expense. Ballast that is mixed with soil or fouled during distribution shall be removed, disposed of, and replaced at the Contractor's expense.

Track surfacing, lining, tamping, and dressing shall be performed in accordance with the provisions of Section 79-4, Track Crosstie Replacement.

**26-2.04 Payment**

The cleaning of existing ballast rock to the depth specified on the plans, as directed by the engineer, and placed back in track, will be paid on a lump sum basis.

New ballast rock placed will be paid by the ton.

^^

**DIVISION V SURFACINGS AND PAVEMENTS**

**39 ASPHALT CONCRETE**

*Replace Reserved in section 39-2.02B(3) with:*

The grade of asphalt binder for Type A HMA must be PG 64-16.

The aggregate gradation for Type A HMA must be 1/2 inch.

For Type A HMA using RAP substitution of greater than 15 percent of the aggregate blend, the virgin binder grade must comply with the PG binder grade specified above with 6 degrees C reduction in the upper and lower temperature classification.

For Type A HMA using RAP substitution of 15 percent or less of the aggregate blend, the grade of the virgin binder must comply with the PG binder grade specified above.

*Add to the beginning of section 39-2.02C:*

Use a material transfer vehicle when placing Type A HMA if:

- 1. Quantity of HMA to be paved is greater than 1,000 tons.
- 2. Any of the following exists:
  - 2.1. Paving is allowed and the ambient air temperature is below 70 degrees F.
  - 2.2. Time from discharge to truck at the HMA plant until transfer to the paver's hopper is 90 minutes or greater.

Replace Table in Section 39-2.02B(2) with:

**Type A HMA Mix Design Requirements**

Quality characteristic	Test method	Requirement
Air voids content (%)	AASHTO T 269 <sup>a</sup>	$N_{\text{initial}} > 8.0$ $N_{\text{design}} = 4.0 (\pm 2.0\%)$ ( $N_{\text{design}} = 5.0$ for 1-inch aggregate) $N_{\text{max}} > 2.0$
Gyrations compaction (no. of gyrations)	AASHTO T 312	$N_{\text{initial}} = 8$ $N_{\text{design}} = 85.0$ $N_{\text{max}} = 130$
Voids in mineral aggregate (min, %) <sup>b</sup> Gradation: No. 4 3/8-inch 1/2-inch 3/4-inch 1-inch with NMAS = 1-inch with NMAS = 3/4-inch	MS-2 Asphalt Mixture Volumetrics	16.5–19.5 15.5–18.5 14.5–17.5 13.5–16.5  13.5–16.5 14.5–17.5
Dust proportion	MS-2 Asphalt Mixture Volumetrics	0.6–1.3
Hamburg wheel track (min number of passes at 0.55-inch rut depth) Binder grade: PG 58 PG 64 PG 70 PG 76 or higher	AASHTO T 324 (Modified) <sup>c</sup>	10,000 15,000 20,000 25,000

<sup>a</sup>Calculate the air voids content of each specimen using AASHTO T 275, Method A, to determine bulk specific gravity. Use AASHTO T 209, Method A, to determine theoretical maximum specific gravity. Use a digital manometer and pycnometer when performing AASHTO T 209.

<sup>b</sup>Measure bulk specific gravity using AASHTO T 275, Method A.

<sup>c</sup>Test plant-produced Type A HMA.



If piles do not attain the nominal driving resistance at the specified tip elevation shown, you may allow them to stand for a set period without driving. The set period must be at least 24 hours.

After the set period has elapsed, redrive the “soft” pile after the “set period” has elapsed. If there is more than one “soft” pile, the Engineer designates which pile(s) is/are to be re-driven. Do not use “cold” hammer for re-driving. Re-driving should consist of operating the driving hammer at full rated energy on the pile and calculating the nominal driving resistance of the pile.

If the nominal driving resistance is attained for each pile designated to be redriven, the remaining piles in that footing are considered satisfactory and further driving is not required. If redriving the designated piles demonstrates that the nominal driving resistance has not been attained, redrive all piles in the footing until the nominal driving resistance is attained.

^^

**51 CONCRETE STRUCTURES**

*Add to section 51-1.02B:*

For the portions of structures shown in the following table, concrete must contain at least 675 pounds of cementitious material per cubic yard and have air entrainment of  $6 \pm 1.5$  percent:

Bridge name and no.	Portion of structure
All Bridges	All cast-in-place concrete

Use a water-reducing chemical admixture with all concrete. Chemical admixtures must not cause an increase in drying shrinkage exceeding the limits specified in ASTM C494.

*Add to section 51-4.02D(3):*

Coefficient of friction requirements do not apply for PC concrete slabs.

^^

**52 REINFORCEMENT**

*Add to section 52-2.01A(3):*

**52-2.01A(3)(c) Certificates**

Submit a certificate of compliance for each shipment of dual-coated bar reinforcing steel. Include the following with the submittal:

1. Certification that the reinforcement complies with ASTM A1055
2. All certifications specified in ASTM A1055



**Add to section 52-2.01B:**

You may use dual-coated bar reinforcing steel complying with ASTM A1055 as an alternative to epoxy-coated reinforcement or epoxy-coated prefabricated reinforcement. Bar reinforcing steel to be dual-coated must be deformed, Grade 60 bars complying with ASTM A706.

Dual-coated bar reinforcement must be the same bar size and must be placed at the same spacing as described for epoxy-coated reinforcement and epoxy-coated prefabricated reinforcement.

**Add to section 52-2.01C:**

Do not bend bar reinforcing steel complying with ASTM A1055 after coating application if used as an alternative to epoxy coated prefabricated reinforcement.

Job site and PC plant practices for substituted bar reinforcement must comply with appendix X1 of ASTM A1055, except replace "should" with "must."

^^

**55 STEEL STRUCTURES**

**Replace Reserved in section 55-1.02E(7)(b) with:**

For welds subject to computed stresses, backing for welds that is left in place in the completed structure must be (1) a single length and (2) the same material as the structural steel being welded.

Single length backing may be either a continuous strip or multiple lengths joined by complete joint penetration butt welds before being installed as backing.

Butt welds in backing material are subject to the same type and frequency of testing as specified for the type of joint in the material being joined. Grind butt welds in backing material flush as necessary to obtain proper inspection and fit-up in the welded joint where backing is used.

^^

**57 WOOD AND PLASTIC LUMBER STRUCTURES**

**Add to section 57-1.04:**

Payment for fabricating, treating, providing, and installing all materials including all galvanized and stainless steel hardware and structural metal, used to assemble, anchor, and attach wood structures, is included in the pay quantities for Treated Timber and no separate payment will be considered.

**Add to section 57-2.01C(3)(a):**

Creosote-treated timber shall not be utilized, except for timber crossies.

The cutting or drilling of treated wood shall occur at least 100 feet away from coastal waters and wetlands, and any sawdust, drill shavings, and wood scraps shall be contained and collected to prevent the discharge of treated wood to the marine environment.

Treated wood materials shall be stored during construction in a contained, covered area to minimize exposure to precipitation.

***Replace Reserved in section 57-2.06 with:***

**57-2.06A General**

Section 57-2.06 includes specifications for constructing treated timber pedestrian railing.

**57-2.06B Materials**

Glued laminated and sawn lumber materials shall be the sizes, species, grade, and combinations as shown on the plans. Preservative treatment shall be as shown on the plans, including treatment for any field cuts and bores.

Bolts, hardware, screws, framing anchors, stainless steel pickets, and stainless steel cables, sockets, and turnbuckles shall be as shown on the plans.

**57-2.06C Construction**

Verify all controlling field dimensions before ordering or fabricating any materials. Provide stainless steel cable system shop drawings to the Engineer for approval prior to ordering.

Align posts and rails and post struts prior to drilling holes in existing bridge concrete or outrigger timber ties.

**57-2.06D Payment**

Payment for field dimension verification, drilling holes in concrete walkway and outrigger ties, providing and installing all railing materials including all galvanized and stainless steel hardware, shapes, struts, cables, and all related work and materials is included in the pay quantity for Treated Timber Pedestrian Railing and no separate payment will be considered



**59 STRUCTURAL STEEL COATINGS**

***Add to section 59-1.03B:***

Do not apply moisture-cured polyurethane coating if any of the following atmospheric conditions exist:

- 1. Relative humidity is less than 10 percent
- 2. Relative humidity is more than 95 percent

The atmospheric and surface temperatures must remain from 36 to 100 degrees F during application and curing time until the film is considered dry-hard under ASTM D1640. The surface shall be dry.

**Add to section 59-2.01A(1):**

Clean and paint the top 20 feet of exterior shell length of each 24-inch Cast-in-Steel Shell Concrete Pile as shown in the following table with the coating system specified:

Bridge name and number	Work description	Coating system
North CRC Bridge	Clean, blast clean to bare metal, and paint exterior steel surfaces of the upper 20 feet of each pile at Bents 2 & 3	Moisture-cured Polyurethane

**Replace Reserved in section 59-2.01A(3)(b) with:**

Submit proof of each required SSPC-QP certification as specified in section 8-1.04C. Required certifications are:

1. SSPC-QP 1
2. AISC-420-10/SSPC-QP 3, enclosed shop

Instead of submitting proof of SSPC-QP 1 certification, you may submit documentation with your painting quality work plan showing compliance with the requirements in section 3 of SSPC-QP 1. Regardless of the option you select, submit proof of CAS certifications as specified in section 59-2.01A(3)(c).

**Replace Reserved in section 59-2.01C(4)(d) with:**

Moisture-cured polyurethane coating systems must comply with the requirements shown in the following table:

**Moisture-Cured Polyurethane Coating System Requirements**

Surface	Description	Coating	Dry film thickness (mils)
Surfaces cleaned to bare metal <sup>a</sup>	1st undercoat	Single-component, zinc-rich moisture-cured polyurethane	3–5
	2nd undercoat	Single-component, micaceous iron oxide and refined tar resin-filled moisture-cured polyurethane	5–7
	Finish coat	Single-component, micaceous iron oxide and refined tar resin-filled moisture-cured polyurethane	5–7
	Total thickness, all coats		13–19

<sup>a</sup> Includes locations of spot blast cleaning

The undercoats and finish coat must be from the same manufacturer.

You may thin moisture-cured polyurethane under the manufacturer's instructions.

Moisture-cured polyurethane may entrap bubbles within the coating film when applied at excessive film thicknesses. Repair or remove and replace coating that exhibits bubbling.

The finish coat sheen shall be Flat and color shall be Flat Black.

***Add to section 59-3.01:***

Clean and paint the galvanized metal pedestrian railings for the bridges as shown in the following table with the coating system specified:

Bridge name and number	Work description	Coating system
North CRC Bridge South CRC Bridge Brainard Slough Bridge	Clean and prepare surface to SSPC – SP 16 Brush-Off Blast Cleaning Specification ; and paint the steel surfaces of all rails, posts, baseplates, and bolts.	Moisture-cured Polyurethane

***Add to section 59-3.02:***

Moisture-cured polyurethane coating system for the galvanized metal pedestrian railings must comply with the requirements shown in the following table:

**Moisture-Cured Polyurethane Coating System Requirements**

Surface	Description	Coating	Dry film thickness (mils)
Surfaces brush-off blast cleaned according to SSPC SP-16	undercoat	Single-component, micaceous iron oxide and refined tar resin-filled moisture-cured polyurethane	3–5
	Finish coat	Single-component, Single-component, semi-gloss, aliphatic, moisture-cured polyurethane	2–4
	Total thickness, all coats		5–9

The undercoat and finish coat must be from the same manufacturer.

You may thin moisture-cured polyurethane under the manufacturer's instructions.

Moisture-cured polyurethane may entrap bubbles within the coating film when applied at excessive film thicknesses. Repair or remove and replace coating that exhibits bubbling.

***Add to section 59-3.03:***

For metal pedestrian railing the finish coat sheen shall be semi-gloss and color shall match color no. 34058 AMS STD 595A. (Sea Blue).

^^

## DIVISION VII DRAINAGE FACILITIES

### 64 PLASTIC PIPE

*Add to Section 64-2.02A:*

18” plastic pipe shall be Type S, corrugated high-density polyethylene (HDPE) with smooth interior.

*Add to Section 64-2.04*

Excavation and backfill for plastic culverts is included in the various bid items for Plastic Pipe.

^^

### 70 MISCELLANEOUS DRAINAGE FACILITIES

*Replace Reserved in section 70-5.03B(2)(b) with:*

A drainage gate for low pressure head must be designed to operate at 4-inches of head and up to 10 feet of head face pressure. The head face pressure is measured from the center of the gate cover to the highest water level.

The drainage gate includes the cover, spigot-back seat, gate links, bushings, bolts, and nuts.

The drainage gate cover and seat must be manufactured from polyethylene. The raw material must have a carbon cack content of not less than 2% in weight.

The drainage gate cover must be ribbed or domed and of ample section to withstand the face pressure. The seating surfaces of the cover and spigot-back seat must be machined or ground to fit together within a tolerance of not more than 0.004-inch throughout the circumference of the seating surfaces.

The drainage gate cover must be hinged from the spigot-back seat by 2 supporting links with 1 on each side of the gate. The links must be pivotally connected at the top of the seat and at the bottom to the cover above the center of gravity. Bushings of suitable length and diameter must be provided at the 4 hinge points.

The cover of the installed drainage gate must fit tight against the seat when there is no pressure on the cover face.

The cover must be equipped with an eye bolt at the bottom for opening the gate under pressure.



Bollard pipe shall be Schedule 40 carbon steel. Anchor sleeve, grade flange and cover shall be stainless steel. Base shall be per details in the plans and as directed by the Owner's Representative.

Bollards shall be removable for emergency and maintenance access and must leave a flush surface when removed.

Concrete shall be minor concrete conforming to the provisions of section 90-2.

**75-9.03 Construction**

Install in accordance to the details in the plans and the manufacturer's installation instructions.

**75-9.04 Payment**

Payment for removable bollards shall be made on a per unit basis.



**77 LOCAL INFRASTRUCTURE**

***Replace reserved section 77-1 with***

**77-1 SOLAR LIGHTING**

**77-1.01 General**

**77-1.01A Summary**

Section 77-1.01 includes specifications for installing the solar powered light system.

Solar Lighting including:

- 1. Photovoltaic (PV) Module(s) and mounting structure
- 2. Charge Controller/LED Driver
- 3. LED Luminaire
- 4. Battery
- 5. Battery Box
- 6. Battery Box Vault (Christy Box)
- 7. Quick Connect Wire Harnessing with Fuse
- 8. Conduit and Conductor
- 9. Pole and arm
- 10. Foundation

The components of solar lighting are shown on the project plans.

**77-1.01B Submittals**

Submit the following:

- 11. Warranty documentation before installation.
- 12. Product data including catalog cut sheets with performance specifications demonstrating compliance with specified requirements.
- 13. IES electronic files of lamp output or Photometric Plots on a surface from a defined lamp height compliant with IES LM-79.
- 14. Calculation of Effective Projected Area (EPA) and weight of the solar lighting system.

15. Days of battery back-up must be based on an assumption of no sun and battery cycle life taking into account temperature impact on cycle life.
16. PV sizing based on worst-case average insolation data from an accredited source (e.g. NREL TMY2), with an additional safety factor to account for worst-case conditions.
17. Line drawing or photograph of lighting system(s).
18. Wiring diagram(s).
19. Installation Instructions.

#### **77-1.01C Reference**

American National Standards Institute / Institute of Electrical and Electronic Engineers (ANSI/IEEE)

1. ANSI/ESD S20.20-2007 Development of an Electrostatic Discharge Control Program

International Electrotechnical Commission

1. (IEC) 801-2 Electrostatic Discharge Testing Standard

International Organization for Standardization (ISO)

1. 9001-2008 – Quality Management Systems

National Electrical Manufacturers Association (NEMA)

1. ANSI/IEC 60529-2004 – Degrees of Protection Provided by Enclosures

#### **77-1.01D Warranty**

Provide manufacturer's warranty covering 5 years on solar lighting system from date of purchase.

Solar panels covered by a 20-year power output warranty: 5 years/95%, 10 years/90%, 20 years/80%.

Mounting hardware, arms & brackets covered for a minimum of 5 years.

Pole and associated components covered for a minimum of 5 years.

LED light engine, lamps and fixtures covered for a minimum of 5 years.

Wire harnessing, connectors and terminals covered for a minimum of 5 years.

Electronics: LED driver, charge controller, communications covered for a minimum of 5 years.

Batteries must have a minimum 2 years replacement warranty and an additional pro-rated warranty to cover five (5) years.

#### **77-1.01E Quality Assurance**

Perform full-function testing on 100% of all lighting systems at the factory.

Manufacturer must have a minimum 10 years of experience in manufacture of solar powered lighting systems.

Manufacturer must be registered to ISO 9001:2008 Quality Standards including in-house engineering for product design activities.

#### **77-1.02 MATERIALS**



### **77-1.02A General**

Material for a solar powered lighting must comply with section 86 and these special provisions.

### **77-1.02B Photovoltaic (PV) Modules**

Photovoltaic (PV) modules must be:

1. Mono-Crystalline silicon solar cells
2. Framed in an all-aluminum structure
3. Sealed behind UV stabilized tempered glass
4. Meet or exceed IEC61215 (if required)
5. 180 watt minimum rated output each
6. Harnessing and cabling is 12 AWG THHN stranded wire with over molded insulation with UV stabilized polymer rated for exterior usage
7. Photovoltaic panel rated to withstand hailstone impact described in ASTM E1038-93 and surface Cut Susceptibility tests (UL 1703-24)
8. Water-tight wire junction box on PV module

PV must generate an adequate power to fully recharge system batteries within two and one-half (2.5) days at the installation location given that minimum insolation is available on those days as defined by NREL (National Renewable Energy Laboratories).

PV must be fastened to support system at a minimum of four locations.

### **77-1.02C Charge Controller/LED Driver**

The charge controller/LED driver must be:

1. Enclosed within the light system with touch-proof covers to prevent damage
2. Fully resin potted design and suitable for wet locations.
3. The device complies with Part 15 of the FCC Rules. Operation is subject to the condition that this device does not cause harmful interference.
4. Approved by a Nationally Recognized Testing Laboratory -TÜV listed to UL 60950 1:2007 and CSA C22.2.60950-1:2007.
5. Charge controller/ LED driver is designed without electrolytic capacitors.
6. All other capacitor devices are de-rated by at least 20° C below the capacitor's maximum temperature rating under fully-loaded conditions and ambient temperature of 30° C.
7. Charge controller/ LED driver must be capable of controlling and dimming one or two outdoor LED light systems.
8. Complies with FCC part 15 noise threshold requirements
9. Ten day/night memory averaging to ensure accurate turn on and turn off lights to prevent false response due to weather variations.
10. Over Voltage Protection.
11. LED Short Circuit Protection.
12. Internal PV Disconnect (no external Diodes required).
13. Test button and diagnostic LEDs.
14. Self Test mode.
15. Reverse battery polarity protection.
16. Self calibrating load, timing, and charging circuitry.
17. Minimum 10 year operational life when operating at minimum or maximum rated system environmental specifications (10° C to 50° C at 0 – 100% relative humidity, non-condensing).
18. Designed and tested to withstand electrostatic discharges up to 15,000 V without impairment per IEC 801-2.

19. Withstand up to a 6,000 Volt surge without impairment of performance as defined by ANSI C62.41 Category A.
20. Manufactured in a facility that employ ESD reduction practices in compliance with ANSI/ESD S20.20. 22. Connects to all system components via a quick-connect – latching connector.

Operates in the following mode: full brightness all night.

Perform Power Management to increase a system's run-time even with inclement weather conditions. Charge Controller operates with temperature compensated limits ensuring battery charging algorithm protects battery (ies) from over and under voltage stress a) Charge controller adapts maximum (charged) voltage based on temperature (14V maximum at 21° C).

Charge controller prevents discharge below temperature compensated battery Low Voltage Disconnect (LVD) limit (11.5V at 21° C).

Operate the light for a minimum of at least five (5) nights without adequate insolation during the day to charge the batteries.

Charge controller never discharges more than 20% depth of discharge per night.

Charge Controller differentiates between actual sunlight and solar panel illumination from the system's own LED light.

#### **77-1.02D LED Luminaire**

The LED Luminaire must be:

1. UV stabilized powder coating (black) thickness of a minimum of 3 Mils to match pole and arm precisely.
2. 5mm toughened glass, optical grade PMMA lens.
3. IP 65 sealed and rain-proof LED chamber.
4. Wet location listed.
5. Designed and factory-installed LED light source only.
6. High pressure die-cast aluminum.
7. Class I insulation.

LED source designed for 65,000 hour performance with over 70% initial lumen maintenance.

LED chamber of the luminaire provides IP65 protection.

Use of reflectors or lenses to produce high efficacy lighting patterns.

Type III photometric distribution.

LED junction temperature does not exceed 100 °C in worst-case site temperature conditions.

High brightness LEDs only rated at a typical minimum of 136 delivered lumens/watt by manufacturer). 5 mm type LEDs are not acceptable.

40 watt, bright white LEDs with a color temperature of 4000K.

Manufacturer provides relevant .IES files to indicate light dispersion and intensity of LED source.

IES file is measured using the IESNA LM-79 testing method for LED luminaires by a laboratory approved by the US DOE's CALiPER program. Scaled photometric testing files are not acceptable.

IDA approved- Dark Sky Compliant

#### **77-1.02E Batteries**

Batteries must be:

1. EL deep cycle battery with a 12 year floating design life is especially designed for frequent cyclic discharge under extreme temperature.
2. Maintenance free.
3. Air shippable.
4. Battery shall be rated "non-spillable" by ICAO/IATA/DOT.
5. 99% recyclable.
6. Capable of over 2000 cycles.
7. Maintains over 80% of charge after 2 months if left disconnected.
8. Expected life of 5 to 7 years.

Batteries must provide no less than 5 days of back up in no-sun conditions.

#### **77-1.02F Battery Box**

The battery enclosure must be:

1. PVC sealed box enclosure suitable for underground installations.
2. Holds up to 2 large-size (150 Ah) batteries to a maximum enclosure weight of 300 lbs.

Wire harness is 12AWG THHN wire and finished to prevent accidental shorts.

Terminal covers, ring washers, terminals, etc. are non-corrosive non-rusting.

#### **77-1.02G Wire Harnessing & Fuse**

The wire-harnesses must be:

1. All UV stabilized jacketed wiring and connectors.
2. Quick disconnect connector plugs have latch to ensure secure connection.
3. Provided with in-line fuse and holder in water tight enclosures.
4. Provided in variable lengths to eliminate all field wiring.
5. Color coded connectors make circuit purpose identification simple.
6. Individually matched quick disconnect plugs for battery, PV and luminaire to charge controller/LED driver.

Sealed gasket connectors prevent dust intrusion IP 66.

All wire gauges exceed NEC 2009 wire gauge and maximum current draw by 25%.

#### **77-1.02H Solar Lighting Pole, PV Structure**

The lighting pole and arm must be:

1. All galvanized, hot-dipped, steel round pole.
2. Stainless steel or zinc plated steel hardware for rust-proof and corrosion resistant mounting equipment.





## **79-2 TRAIL COUNTERS**

### **79-2.01 General**

This work shall consist of installing trail counters where called for in the plans and these Special Provisions. Work also includes furnishing specific components as described on the plans and in this section.

### **79-2.02 Material**

Post and sensor: wooden post, counter, pyro sensor, and stabilizer bar to be provided by the Department.

Inductive loop – Zelt multi-directional inductive loop to be provided by the Department.

Utility boxes shall be B125 square plastic with two anti-vandalism screws, or equal.

Drain rock shall be Class 1 permeable material per section 68-2.02F(2).

Geotextile fabric shall be Class C filter fabric per section 96-1.02B.

Conduit and fittings shall be schedule 40 PVC, solvent weld, or liquid tight non-metallic flexible.

Sealant shall be micro-cement, Sika Fastfix-138tp, Parex-Lanko 714 Lankoroad Scellflash Black, or equal.

### **79-2.03 Construction**

Install in accordance to the details in the plans and the manufacturer's installation instructions.

Sawcut pavement and install loop detectors in accordance to manufacturers requirements.

Trail counter to be located at a straight and flag segment of trail.

Each loop diamond shall be placed 4" clear of each other.

Seal pavement sawcuts with black mico-sealant.

### **79-2.04 Payment**

Payment for trail counter system shall be made on a per unit basis. Filter fabric, drain rock, utility boxes, conduit, sealant and other incidental items included in the payment for trail counter system.

## **79-3 FLANGWAY FILLER SYSTEM**

### **79-3.01 General**

This work shall consist of furnishing and installing flangeway filler system where called for in the plans and these Special Provisions.

### **79-3.02 Material**

Flangeway filler system shall be RAILSEAL by Performance Polymers Innovations Inc. (PPI). Flangeway filler shall be sized for the specific rail product it is to be used on. Staples and slider clamps shall be by PPI. Slider clamps shall be sized to securely attach the rubber flangeway filler to the rail without gaps or deformation.

Filter fabric shall be Class C complying with section 96-1.02B.

### **79-3.03 Construction**

Install in accordance to the details in the plans and the manufacturer's installation instructions.

Grind welds flush, sweep rail and tops of ties free of any debris, and ensure spikes are fully seated onto rail base and tie plates.

Use one slider clamp between each tie for each rail. Ensure that each slider clamp securely attaches the rubber flangeway fill to the rail. Loose fitting slide clamps or rubber flangeway filler will be rejected.

The top of the flangeway fill system shall be set flush with the top of rail.

#### **79-3.04 Payment**

Payment for flangeway filler system shall be made on a linear foot basis measured along each rail. Filter fabric, staples, and slider clamps are included in the payment for flangeway filler system.

### **79-4 TRACK CROSSTIE REPLACEMENT**

#### **79-4.01 General**

The Work of this Section consists of the installation of new timber crossties, tie plates, track spikes, joint bars, compromise joint bars & track bolts and rail anchors on at-grade (open track) and aerial ballasted railroad track. The Contractor is responsible for purchasing, loading, transporting, distributing, and installing said material to complete the track work indicated on the Plans and Specifications.

The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall be responsible to see that the finished work complies accurately with the Plans and Specifications herein.

#### **79-4.01A References**

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to in the text by basic designation only.

- AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION (AREMA) Manual for Railway Engineering (AREMA Manual), current edition.
- Portfolio of Trackwork Plans (AREMA Manual)
- American Society for Testing and Materials (ASTM), most recent guidelines

#### **79-4.01B Submittals**

The following shall be submitted for review:

- The Contractor shall submit Certificates of Compliance for Contractor furnished materials incorporated in the Work as specified in the related Sections.
- The Contractor shall submit detailed information concerning the type, model, age and condition of equipment to be used for the work, including but not limited to the ballast tamper and the ballast regulator. This submittal is for the information of the Engineer.
- Designation of line and profile rail.
- The Contractor shall submit material sources and test data reports.
- Detailed explanation of methods proposed for tie replacement including any interfaces with construction staging and how existing track infrastructure shall be protected.

If requested by the Department, the Contractor shall submit samples of track materials that are proposed for use on this Project.

### **79-4.01C Quality Control**

Obtain the approval from the Engineer and verify that the track to be worked is out of service and protected by spiked and blocked switches and/or track barricades prior to commencing tie replacement.

### **79-4.02 Materials**

#### **79-4.02A General**

Use new material conforming to this specification unless otherwise designated in the plans or as approved by the Engineer. New material must be free from defects, rust, or damage and conform to the requirements of AREMA standards unless otherwise shown on the plans, these specifications, or as required by the Department. Provide new material in an unblemished condition, free from defects, rust, or damage.

The Contractor shall furnish the necessary joint bars, anchors, spikes, bolts, nuts, securements, welding, and any other materials necessary to complete the work. In the event any existing rail should break during tie removal, installation, surfacing, or any other portion of the project; the Engineer will determine whether the rail should be replaced or spliced by welding or the installation of joint bars. The Contractor shall furnish the necessary joint bars, anchors, spikes, bolts, nuts, securements, welding, and any other materials necessary for the rail installation of the same rail section size as the break.

All material shall be carefully handled to avoid damage. Protection of crossties from loss or damage shall be the responsibility of the Contractor.

#### **79-4.02B Crossties**

Track crosstie dimensions shall be as shown on the plans (7" x 9" x 8-1/2') and must conform to the current AREMA Specifications, Chapter 30, "Ties."

All new crossties shall be treated Select Douglas Fir conforming to the most recent AREMA Guidelines and Recommendations and Specification U1-20 of the American Wood Protection Association (AWPA). Contractor may choose to use AREMA excepted species of hardwood crossties if so desired and at no extra cost the owner.

All crossties shall be treated per AREMA Manual Chapter 3, Part 9 and as further described in this Specification. Timber crossties shall be dried to the oven dry moisture content as specified in Section C.1 of AWPA T1-20 or less prior to preservative treatment. The wood may be air dried, vapor dried, or boultonized.

1. Crossties which are to be dried by artificial means shall be conditioned and treated as soon as possible after sawing but in no case more than 30 days later.
2. The temperature used for boultonizing shall be as high as possible but in no case less than 94°C (200°F).
3. Vapor dried ties shall be transferred from drying cylinders to treatment cylinders as quickly as possible to avoid loss of heat from the seasoned ties.

Timber crossties shall be incised on all four sides in the pattern specified in the AREMA Manual, Chapter 3, Part 6, "Wood Preserving" prior to treatment. Splits shall not be longer than 4 in. and not wider than ¼ in. at either end. Splits longer than 4 in., but no longer than the width of the face in which the split appears, will be acceptable if specified anti-splitting devices are installed in accordance with the AREMA Manual, Chapter 3, Part 1, Section 1.6 and Section 1.7.



Timber cross ties shall be pre-treated with SBX AWP A Preservative Standard P25 to a minimum retention of 0.17 (lbs./cu ft) of wood and then pressure treated in accordance with the AREMA Manual, Chapter 3, Part 6, "Wood Preserving" by the empty cell process with a 60/40 creosote/coal tar solution (Grade C) in accordance with AWP A Preservative Standard P2 to a minimum retention of 7 (lbs./cu ft) of wood or refusal.

Ties must be inspected and certified by an approved commercial testing laboratory stating that the ties to be used meet the specifications in accordance with AWP A Standard M2 "Standard for Inspection of Treated Wood Products." Results of test and inspections must be furnished to the Department. Ties may be rejected for excessive checking, warp, twist, or other defects as determined by the Department.

#### **79-4.02C Tie Plates**

The Contractor is responsible for furnishing and installing all tie plates required for this project, conforming to the rail section used by the Contractor.

For 5-1/2" or 6" base rail, tie plates shall be hot worked, high carbon, double shoulder, flat bottom tie plates must conform to the AREMA specifications, Chapter 5, "Track," with punched A-8 square spike holes. Where necessary on curves, use 16 in. tie plates in accordance with AREMA specifications, Chapter 5, "Track."

For rail that is smaller than 5-1/2" base, the Contractor shall use No.1 relay or better tie plates sized for the rail section used and submitted to the engineer for approval.

#### **79-4.02D Track Spikes**

Supply new high carbon steel track spikes conforming to the requirements of AREMA Chapter 5, Part 2 of the AREMA Manual. Track spikes shall be 5/8" square by 6" long and shall conform to the appropriate pattern detail as shown in these Specifications.

#### **79-4.02E Joint Bars, Compromise Joint Bars and Track Bolts**

The Contractor shall furnish any permanent joints needed to replace existing joint bars, when and if needed. Joint bars for track construction shall be new relay toeless forged bars, conforming to the rail section and bolt hole pattern of the rail being used. Joint bars shall have six holes per bar, and end holes shall be bolted using at least 2 bolts per end. Wrap around bars, full toe bars, and slotted bars are not acceptable. Individual bars shall be inspected for cracks prior to installation. Field welds, if tested, and compromise welds, if tested, are acceptable substitutions for rail joint bars. Material shall conform to AREMA guidelines and recommendations.

The Contractor is responsible for furnishing and installing all compromise joint bar pairs required for the completion of the project. Material shall be new, forged bars, meeting AREMA guidelines. The Contractor shall ensure that the bars are ordered properly, LH or RH, for the proper drilling and rail sections.

New track bolts, nuts, and spring washers shall be utilized throughout the project for relay rail. The various rail, joint bars, and rail drillings require various lengths and diameters of bolt assemblies. The Contractor shall determine the number of bolt assemblies of each size required. All bolt diameters shall be the largest possible for a given rail drilling and joint bar punching. Bolts shall be of sufficient length for the joint bar as to allow at least one full bolt thread to extend past the outside of the nut, before tightening. Track bolts and nuts shall conform to Chapter 4, Part 2 of the AREMA Manual. Track bolts shall be long enough to leave at least two threads exposed after the nut is tightened.

Spring washers and nuts shall be so sized as to ensure that the spring washer develops its full reactive force and does not jam into the joint bar hole. Spring washers shall be of such size as to fit the bolt and nut used, and shall conform to Chapter 4, Part 2 of AREMA MRE, and Section M 12 of the AREMA Portfolio.

#### **79-4.02F Rail Anchors**

The Contractor shall furnish and install new rail anchors conforming to the rail section being used and to the "Specifications for Rail Anchors" in Chapter 5, Part 7 of the AREMA Manual. Anchors may be either drive-on or spring type.

Where special tools are required to install or remove anchors, furnish a minimum of one tool for each 5,000 anchors, or fraction thereof, not to exceed 2 tools per job.

#### **79-4.02G Ballast**

Ballast shall conform to section 26-2 of these special provisions.

#### **79-4.03 Construction**

##### **79-4.03A General**

Before starting work, the Contractor must fully inform the Department of the proposed construction methods, the adequacy of which are subject to the approval of the Department.

Concurrence on the part of the Department of any proposed construction methods or approval of equipment does not relieve the Contractor of the responsibility for the safety or correctness of the methods, the adequacy of his equipment or from carrying out the work in full accordance with the contract.

The following codes, regulations, reference standards, and specifications apply to work included in this section:

- AREMA, Manual for Railway Engineering, Chapter 1 "Roadway and Ballast," Chapter 4 "Rail" and Chapter 5 "Track"
- American Welding Society (AWS): D1.1
- Applicable referenced ASTM Specifications
- Track Safety Standards of the Federal Railroad Administration (FRA)
- Standard drawings provided by the Department

Any Items not covered specifically must be in accordance with AREMA Standards and recommended practices subject to the approval of the Department.

The Contractor shall coordinate all track work with the Department, the Great Redwood Trail Authority (GRTA), and other contractors working in or adjacent to the Project area.

The Contractor shall conduct trackwork operations to avoid damage to existing ballast, conduits, drain pipes, geotextile, ditches, drainage structures, fences, utilities, signal equipment, buildings, billboards, and other structures (except where designated for removal or modification). All damages to existing facilities shall be repaired by the Contractor at the Contractor's expense.

Remove existing crossties as directed by the Engineer and in accordance to Section 15-1.03D(1).

##### **79-4.03B Track Alignment and Geometry**

General: The final track alignment will conform to the lines and grades shown in the existing track charts.

Profile Rail: The Contractor shall designate right or left rail, while facing in the direction of increasing engineering stationing, to control the grade of all tangent tracks on a contract-wide basis. Horizontal realignment of curved track, if required, will be established by the Contractor using manual or mechanical means as described in the AREMA Manual Chapter 5, Part 3.

Track Gage: Gage will indicate standard track gage (4' 8-1/2"), to be measured at a point 5/8" below the top of rail, on both rails, between the inside (gage side) of each rail. The rail will be held to gage while spikes are being driven. Rail will be properly seated in the tie plates, with the outside edge of the rail base and the field shoulder of the tie plate aligned and in contact.

A minimum of four rail-holding spikes (per tie) is required per the requirements outlined in the specifications for spiking pattern in curves. The rail and tie plates will be spiked to each tie in accordance with the standard of the railway, or in accordance with the track spiking chart, attached, as directed by the Engineer.

Gage will be checked prior to tie installation. Where gage does not vary from standard gage by more than 1/2", crossties will be installed at the existing gage. Where existing gage exceeds 1/2" open or tight gage, the gage will be restored to standard gage throughout the full length of the curve or tangent prior to the installation of new crossties.

Surface and Alignment Tolerances:

1. Deviation from uniform PROFILE on either rail at the midordinate of an 62-foot chord may not exceed: 1/8"
2. Deviation from zero CROSS LEVEL at any point may not exceed: 1/8"
3. Deviation from uniform ALIGNMENT between any two points less than 62-feet apart may not exceed: 1/8"

Ballast shall be installed prior to constructing track in accordance with Section 26-2 Ballast.

#### **79-4.03C Crosstie Distribution and Installation**

Except as modified herein, timber crossties shall be handled, transported and stored in accordance with the current AREMA standards.

1. Only approved lifting devices that will not damage the crosstie shall be used.
2. Crossties shall be transported in a horizontal position and braced to prevent any movement that could cause damage.

All crossties shall be lifted and supported during storage, transportation, and placing in such a manner as to prevent damage. Crossties damaged, as a result of improper handling by the Contractor will be rejected by the Department and removed and replaced by the Contractor with undamaged crossties.

Crossties shall be distributed on the base ballast layer in such a way as to minimize rutting and plowing of the ballast.

Replace crossties as directed by the Engineer. Ties on ballast must be placed on 21.0 inch centers, unless noted otherwise on the plans. Ties must be laid with the heart wood side down. Individually replaced ties must be centered in the gap and not skewed. All ties must be laid at right angles to the rail with the ends lined uniformly. A tolerance of  $\pm 1$  inch shall apply to individual crosstie spacing.

The ends of the crossties on one side of the track shall be parallel to the rail so that the center of crosstie is on the approximate centerline of track. The top surface of crossties shall provide full bearing for the tie plates. Adzing should be restricted to that necessary to provide sound, firm bearing for the tie plate. Adzing shall not exceed 0.2 inch; where adzing is necessary, Contractor shall completely saturate the cut surface with creosote or other approved preservative.

Crosstie position at joints shall result in a "suspended joint" arrangement unless otherwise directed by the Department.

#### **79-4.03D Rail Fastening and Anchoring**

Standard spike, plate and anchor fastenings shall be used in all areas of this project.

Ties must be placed and maintained square to the line of rail on straight track and radially on curves. The right-hand end of ties (direction determined by facing away from initial point of the line) must be lined parallel with the rail.

Contractor shall be required to replace only missing or damaged tie plates encountered during crossties replacement work. Tie plates must set squarely on the tie and must be of the dimensions to fit the base of rail used. All tracks must be fully tie plated and spiked in accordance AREMA requirements. Tie plates must be centered and have full bearing on ties. Rail must be properly seated in the tie plates and not riding on the shoulder of the tie plate. Tie plates and rail must be cleaned before being laid. Tie plates must be placed with slope of plate towards center of track.

All rail must be gauged when laid and when replacement ties are spiked. All gauges used by the Contractor will be checked by the Department. If found to be more than 1/16 in. in variance from the master gauge, those gauges must immediately be removed from the job.

All track spikes are to be the proper size. Care must be taken to make sure that the base of rail is not riding on the shoulder of the tie plate when spikes are driven. Spikes must be started, driven vertically, and square when driven into the spike holes of the tie plate. Crooked or bent spikes must be removed and replaced. Straightening with maul of spikes started crooked will not be permitted. When spikes are pulled, the hole must be plugged with a standard treated tie plug. In driving the spikes, the last few blows of the hammers must be such that the spike head will not be bent or broken, and the hammer must not be permitted to strike directly upon the rail.

All rail must be spiked to ties with not less than four spikes per tie on tangents and curves less than two degrees, one spike in contact with gauge side and one in contact with field side of each rail. Spikes must be staggered so that the outside spikes must be on the same side of the tie and the inside spikes on the opposite side. Ties must be spiked through the tie plates with two rail holding spikes in each tie plate on tangent track; the rail gauge side and rail field side spikes in each tie plate being driven diagonally across from each other.

Ties must be spiked through the tie plates with three rail-holding spikes in each tie plate on curved track. The rail gauge side of the tie plate must be spiked through the tie plates with two rail-holding spikes on curved track. The rail field side of the tie plate must be spiked through the tie plates with one rail-holding spike on curved track.

Rail shall be spiked promptly after being laid. Spikes shall be started and driven vertically and square with the rail. In no case shall spikes be overdriven or straightened while being driven. Spikes shall not be

installed through the slots in skirted-type, slotted joint bars (angle bars). No spikes shall be driven against the ends of joint bars. Spikes started crooked shall be pulled, the holes plugged, and spikes re-driven. Spikes shall be driven with the underside of the head of the spike contacting the top of the base of the rail with a minimum of pressure.

Rail must not be struck with maul or heavy tool when spiking, gauging or lining.

Immediately after completion of track surfacing, spikes must be settled in place with the underside of the head of the spike contacting the top of base of rail with a minimum of pressure.

Tie plugs, where required, must fill holes from which spikes are drawn. The plugs must conform to the current AREMA Specifications for Tie Plugs.

Rail anchors shall be removed before installing cross ties.

Grip type rail anchors must be applied in the approved manner for the particular type of anchor furnished and as directed by the Engineer. Rail anchors must be installed on every other tie after the ballast operation and the track is raised, lined and ties re-spaced or as directed by the Engineer. On ballast deck bridges and within 100 ft. of a ballast deck bridge, all ties must be fully box-anchored. All ties must be fully boxed anchored within 200 ft. of an open deck bridge.

Rail anchors shall be applied immediately after the rail has been laid and adjusted for temperature. Anchors may later require removal and replacement to de-stress the welded rail. Calculate the range of local temperature to install anchors using the AREMA formula (chapter 5).

Box anchoring is defined as installing opposing anchors to bear against each side of the tie on each rail for a total of four anchors per cross tie.

Under no circumstances must rail anchors be installed on ties under or immediately adjacent to rail joints, within 1-inch or over the top of an existing weld, nor must anchors be installed on one side of the tie under one rail and on the opposite side of the tie under the other rail.

Care must be taken to avoid overdriving or damaging anchors. Anchors must not be driven along the rail. Sufficient rail anchors must be applied and maintained to effectively control longitudinal rail movement. Anchors must be installed on the same side(s) of the tie on both rails. Anchors must not be applied to one rail only, but must be applied to both rails in a uniform pattern. For continuous welded rail, anchors must not be applied on the opposite rail directly across from the joints or straps.

Rail anchors which are dislodged or removed during work, including surfacing, are to be replaced in box pattern. To avoid tie skewing, the anchors must be applied against the same tie on opposite rails. Rail anchors when applied must have full bearing against a sound tie.

Rail saws must be used when necessary to cut rail. The use of a torch or track chisel will not be permitted. All necessary new bolt holes must be marked, using an approved rail drilling template and the drilling operation must be carefully performed. Both cutting and drilling must use proper lubrication. Cut rails must be drilled and fully bolted. There must be no extra holes in the rail. The burred edges on bolt holes drilled in the field must be carefully removed by grinding. When necessary to cut secondhand rail, the cut end must be beveled. When necessary to cut new standard carbon rail, the cut end must be end hardened and beveled.

The Contractor must record the number of crossties replaced between each whole-number milepost and provide a report of that information to the Department daily.

The Contractor must record the number of crossties replaced by location and provide a report of that information to the Department daily.

#### **79-4.03E Surfacing and Lining (Aligning)**

Track shall be surfaced and lined to restore proper line and surface, and ballast regulated as needed prior to and following surfacing and lining to restore the proper ballast section and sweep ballast from the tops of ties and base of rail.

Tampers shall not engage in tamping track unless all tamper vibrator motors are operational. Each tamping foot shall have at least 4 square inches of surface area on each side. Each tamping foot/vibrator motor shall be operational and in good working order at any time the tamper is in operation

The objective of this work is to restore the surface, line, and proper ballast section to the track. Track shall be lined and surfaced to provide proper, uniform line and surface. The full bodies of curves shall have uniform superelevation throughout. If the bridge is located within a curve, the curve shall be plotted and lined so that the line of the curve matches the line of the bridge. A smooth transition shall be made into and out of the bridge. After all surfacing work is completed, all tie cribs are to be filled with ballast and the ballast shoulder section restored behind the surfacing work. Ballast shall not be windrowed or piled at the ends of the ties.

Track shall be broomed (swept) with a mechanical sweeper, with all sweeper hoses in good condition. No ballast is to be left on top of the ties or on the base of the rail. Hand dressing may be required if the Contractor's equipment does not perform satisfactorily.

Tamper shall make at least three tamper foot insertions and squeezes per tie. Tamping machine should be capable of lining and surfacing track in one operation. The operator shall be experienced in plotting and lining curves.

The cost of regulating ballast before and after tamping is to be included within the unit price for crossties. Regulating ballast includes transferring ballast from one side of the track to the other prior to surfacing, moving ballast up or down the track as necessary, plowing and sweeping, and shaping the ballast section to restore the ballast section to the standards herein specified.

The Contractor shall be responsible for readjusting downed crossties after the track is surfaced. When ties are down, the spikes will be pulled, tie plate removed, spike holes plugged, and the tie nipped and respiked. Additional ballast shall then be placed, as necessary, and the tie retamped. Any ballast disturbed during this process shall be redressed. No spike heads, tie plate shoulders or ballast shall be left under the base of rail. Repair defects before the surfacing work is inspected for completeness.

For superelevation, curves shall be superelevated as shown on the track chart drawings unless otherwise directed by the Department. Superelevation shall be obtained by raising the outside rail of the curve. The inside rail shall be maintained at grade. The maximum superelevation will be 1". Full superelevation shall be carried throughout the body of each curve, unless otherwise directed or shown on the track chart drawings. Superelevation runoff must be at a uniform rate and must extend at least the full length of the

spirals. The normal rate of superelevation runoff will be ½-inch in 31 feet, unless otherwise approved by the Department.

For preliminary surfacing, the preliminary alignment and surfacing gangs shall follow the unloading of the ballast. Rail and tie renewal, bolt tightening, and ballast placement shall be completed prior to commencement of surfacing and alignment work.

For track lifts, the track once its aligned will be brought to grade and surfaced in lifts not to exceed 3 inches. After each lift, the ballast will be tamped. When using track jacks, placement of jacks will be such that undue bending or stressing of rail or joints is prevented. Both rails will be raised at one time and as uniformly as possible, except where superelevation is required. Initial track lifts will be made such that, after the passage of not less than five (5) train operations, a final lift of no more than 2 inches is required.

Lifting and tamping of track shall be performed with an automatic, vibratory, squeeze-type power tamper with 16 tamping heads, capable of raising both rails simultaneously and maintaining cross level. The equipment to be used for surfacing operations will be subject to approval by the Department. Every tie in the track shall receive three or more full insertions of the tamping heads and shall be tamped from a point 12 inches inside each rail on both sides of 8' ties to the end of the ties. Tamping shall not be permitted in the center of the tie between the above stated limits. Where raising the track has resulted in a void under the center of the tie, the center space shall be filled lightly. Both ends of a tie, inside and outside of the rail, shall be tamped simultaneously.

Regardless of the kind of ballast or the kind of power tamper used, tamping tools shall be worked opposite each other on the same tie. All ties shall be tamped to provide solid bearing against the base of the rail after the track is raised to grade at final surfacing. All downed ties shall be brought up to the base of rail and machine tamped. The resultant track surface and alignment shall be both uniform and smooth. Tamping of track in snow or frozen ballast conditions will not be permitted.

The runoff at the end of a track raise shall not exceed a uniform rate of 1/2-inch in 31 feet of track unless otherwise approved by the Department. For the respiking of ties, all downed ties shall be returned to their original position, respiked and retamped to provide full bearing against the rail. Ensure that no spike heads, ballast, or tie plate shoulders are left under the base of rail.

For final surfacing, grade and line stakes will be checked, and the track brought to grade and alignment after preliminary surfacing has been completed.

For final tamping, bring track to grade and the ballast tamped in the manner described for preliminary surfacing except that the tamping distance inside the rail will be decreased from 15 to 13 inches.

For final dressing, ballast shall be dressed to the section indicated and will be level with the tops off the ties. The portion of the sub-grade outside the ballast line will be left with a full, even surface, and the shoulder of the sub-grade properly dressed to the indicated section, so as to provide proper drainage away from the track.

Equipment and vehicles shall not operate on ballast shoulders after dressing and consolidation (compaction). Any damage to shoulders by the Contractor's forces shall be dressed and reconsolidated at the Contractor's expense.

Upon completion of surfacing and lining operations, existing track shall have been fully ballasted, tamped, surfaced, lined, consolidated, and dressed to adequately support and restrain the track under load.

**79-4.04 Payment**

Replacing timber crossies will be paid on the unit basis for each crossie replaced.



**80 FENCES**

*Add the following to the end of section 80-1-.03:*

Expect difficult fence post installation and hard drilling conditions due the presence of buried rocks, logs, and other debris.

*Add the following to the end of first paragraph of section 80-3.02B:*

Posts, braces and other fittings shall have a black, Class A Polyvinyl Chloride (PVC) protective coating over the galvanized steel.

*Replace the first paragraph of section 80-3.02C with:*

Chain link fabric must comply with AASHTO M181 for Type IV fabric and shall have a black Class A PVC coating over galvanized steel. PVC coating shall be black Class A coating.

*Replace Reserved section 80-5 with:*

**80-5 WELDED WIRE FENCE**

**80-5.01 General**

This work shall consist of furnishing and installing welded wire fencing where called for in the plans and these Special Provisions.

The contractor shall provide all labor, materials, and appurtenances necessary for installation of the commercial welded wire architectural fence system defined herein.

**80-5.01A Submittals**

The manufacturer's submittal package shall be provided prior to installation.

**80-5.01B Quality Assurance**

The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

**80-5.01C References**

- ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process
- ASTM B117 - Practice for Operating Salt-Spray (Fog) Apparatus



- ASTM D523 - Test Method for Specular Gloss
- ASTM D714 - Test Method for Evaluating Degree of Blistering in Paint
- ASTM D1654 - Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments
- ASTM D2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates
- ASTM D2794 - Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact)
- ASTM D3359 - Test Method for Measuring Adhesion by Tape Test
- ASTM D6695 – Standard Practice for Xenon-Arc Exposures of Paint and Related Coatings
- ASTM F2453/F 2453M – Standard Specification for Welded Wire Mesh Fence Fabric

**80-5.01D Product Handling and Storage**

Upon receipt at the job site, all materials shall be checked to ensure that no damages occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism, and theft.

**80-5.02 Materials**

**80-5.02A Manufacturer**

The manufacturer shall supply a total commercial welded wire architectural fence system of the Ameristar® WireWorks Plus® design. The system shall include all components (i.e., panels, brackets, posts, and hardware) required. The fence system shall conform to Ameristar WireWorks Plus design by Ameristar Fence Products, Inc. in Tulsa, Oklahoma.

Steel material for fence posts shall be galvanized prior to forming in accordance with the requirements of ASTM A653/A653M, with minimum yield strength of 45,000 psi (310 MPa). The steel shall be hot-dip galvanized to meet the requirements of ASTM A653/A653M with a minimum zinc coating weight of 0.60 oz/ft<sup>2</sup>, Coating Designation G-60. Fence posts shall meet the minimum size requirements of following table.

<b>Minimum Sizes for WireWorks Plus Posts</b>	
<b>Fence Posts</b>	<b>Panel Height</b>
2” Sq. x 16 Ga.	Up to 6’ Height

Steel wire mesh fence panels shall be welded by resistance welding per ASTM A185 using 6 gauge (0.192 inch) pre-galvanized steel wire, welded at each crossing to form rectangles. Vertical 6ga. (0.192) wires shall be spaced at 2 inches; horizontal 6ga. (0.192) wires shall be spaced at 6 inches. The cold rolled wire shall have a tensile strength of at least 70,000 PSI and 74,000 PSI weld shear strength. Wire strand shall be galvanized before welded (GBW), 0.050 ounces per square foot zinc coating conforming to the ASTM A641.

**80-5.02B Fabrication**

Panels and posts shall be precut to specified lengths. Panels shall have 3 horizontal panel folds.

The manufactured panels and posts shall be subjected to the PermaCoat® thermal stratification coating process (high-temperature, in-line, multi-stage, multi-layer) including, as a minimum, a six-stage pretreatment/wash, an electrostatic spray application of an epoxy base, and a separate electrostatic spray application of a polyester finish. The base coat shall be a thermosetting epoxy powder coating (gray in color) with a minimum thickness of 2 mils (0.0508mm). The topcoat shall be a “no-mar” TGIC polyester powder coat finish with a minimum thickness of 2 mils (0.0508mm). The color shall be Black. The

stratification-coated framework shall be capable of meeting the performance requirements for each quality characteristic shown in the following table.

<b>Coating Performance Requirements</b>		
Quality Characteristics	ASTM Test Method	Performance Requirements
Adhesion	D3359 – Method B	Adhesion (Retention of Coating) over 90% of test area (Tape and knife test).
Corrosion Resistance	B117, D714 & D1654	Corrosion Resistance over 1,000 hours (Scribed per D1654; failure mode is accumulation of 1/8” coating loss from scribe or medium #8 blisters).
Impact Resistance	D2794	Impact Resistance over 60 inch lb. (Forward impact using 0.625” ball).
Weathering Resistance	D822 D2244, D523 (60° Method)	Weathering Resistance over 1,000 hours (Failure mode is 60% loss of gloss or color variance of more than 3 delta-E color units).

**80-5.03 Construction**

**80-5.03A Preparation**

All new installation shall be laid out by the contractor in accordance with the construction plans.

**80-5.03B Fence Installation**

Fence post shall be spaced according to Table 3, plus or minus 1/4”.

<b>WireWorks Plus – Post Spacing</b>		
Span	WireWorks Plus	
Post Size	2”	2-1/2”
Post Settings ± 1/4” O.C.	96-1/2”	96-1/2”

Fence panels shall be attached to posts with brackets supplied by the manufacturer. Posts shall be set in concrete footers having a minimum depth of 36”. Concrete shall be minor concrete conforming to the provisions of section 90-2.

The contractor shall clean the jobsite of excess materials; post-hole excavations shall be scattered uniformly away from posts.

**80-5.03B Fence Installation Maintenance**

When cutting/drilling rails or posts adhere to the following steps to seal the exposed steel surfaces:

1. Remove all metal shavings from cut area.
2. Apply zinc-rich primer to thoroughly cover cut edge and/or drilled hole; let dry.
3. Apply 2 coats of custom finish paint matching fence color. Failure to seal exposed surfaces per steps 1-3 above will negate warranty. Ameristar spray cans or paint pens shall be used to prime and finish exposed surfaces; it is recommended that paint pens be used to prevent overspray. Use of non-Ameristar parts or components will negate the manufactures’ warranty.

**80-5.04 Payment**

Note used



## 90 CONCRETE

***Add the following to the end of the first paragraph of section 90-2.02B:***

All minor concrete incorporated into the work shall have a coloring agent. Liquid lamp black shall be added to the minor concrete mix at a rate of 2 lbs per CY. The coloring agent must be integral to the concrete mix and added at the concrete plant.

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## 91 PAINT

***Replace Reserved in section 91-2.02C with:***

Single-component, zinc-rich, moisture-cured polyurethane coating must comply with the requirements shown in the following table:

Quality characteristic	Test method	Requirement
Metallic zinc in dry film (min, percent)	ASTM D521	83
Density (min, lb/gal)	ASTM D1475	23.3
Nonvolatile content (min, percent)	ASTM D2369	88
VOC content (max, g/L)	ASTM D3960	100
Dry times: Set to touch (max, minutes)	ASTM D1640	30
Dry hard (max, hours)	ASTM D1640	6

Single-component, micaceous iron oxide-filled, moisture-cured polyurethane coating must comply with the requirements shown in the following table:

Quality characteristic	Test method	Requirement
Nonvolatile content (min, percent)	ASTM D2369	80
VOC content (max, g/L)	ASTM D3960	100
Dry times: Set to touch (max, hours)	ASTM D1640	1
Dry hard (max, hours)	ASTM D1640	8

Single-component, semi-gloss, aliphatic, moisture-cured polyurethane coating must comply with the requirements shown in the following table:

Quality characteristic	Test method	Requirement
Nonvolatile content (min, percent)	ASTM D2369	72
VOC content (max, g/L)	ASTM D3960	100
Dry times: Set to touch (max, hours) Dry hard (max, hours)	ASTM D1640 ASTM D1640	2 16

Single-component, micaceous iron oxide and refined tar resin moisture-cured urethane coating must comply with the requirements shown in the following table:

Quality characteristic	Test method	Requirement
Density (min, lb/gal)	ASTM D1475	14
Pigment Type		Coal Tar Pitch & Micaceous Iron Oxide
Volume Solids(min, percent)		62
VOC content (max, g/L)	ASTM D3960	100
Dry times: Set to touch (max, minutes) Dry hard (max, hours)	ASTM D1640 ASTM D1640	30 6

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**96 GEOSYNTHETICS**

*Replace reserved section 96-1.02S with:*

**96-1.02S Uniaxial Geogrid**

Geosynthetics used for uniaxial geogrid must be punched and drawn continuous polymer sheets, or welded straps of polypropylene or polyester.

Uniaxial geogrid must comply with the requirements shown in the following table:

### Uniaxial Geogrid

Quality characteristic	Test method	Requirement
Tensile strength, 5% strain, (min, lb/ft)	ASTM D6637	1,740
Tensile strength at ultimate, (min, lb/ft)	ASTM D6637	3,970
Long Term Design Strength (LTDS) (lb/ft)		1,450

The uniaxial geogrid shall be delivered to the jobsite in roll form with each roll individually identified and nominally measuring at least 4.00 feet in width and 200.0 feet in length.

*Replace reserved section 96-1.02T with:*

### 96-1.02S Triaxial Geogrid

Geosynthetics used for triaxial geogrid must be from a punched polypropylene sheet, which is then oriented in three substantially equilateral directions so that the resulting ribs shall have a high degree of molecular orientation, which continues at least in part through the mass of the integral node.

Triaxial geogrid must comply with the requirements shown in the following table:

#### Triaxial Geogrid

Quality characteristic	Longitudinal/ Transverse	Diagonal	General
Rib pitch (in)	1.60	1.60	
Mid-rib depth (in)	0.06	0.06	
Mid-rib with (in)	0.05	0.04	
Rib shape			Rectangular
Aperture shape			Triangular
Junction efficiency, %			93
Isotropic Stiffness Ratio			0.6
Radial stiffness at low strain (lb/ft @ 0.5% strain)			20,580
Resistance to chemical degradation			100%
Resistance to ultra-violet light and weathering			70%

The triaxial geogrid shall be delivered to the jobsite in roll form with each roll individually identified and nominally measuring at least 13.1 feet in width and 246 feet in length.



**PROPOSAL**  
TO  
THE COUNTY OF HUMBOLDT  
FOR

**HUMBOLDT BAY TRAIL SOUTH PROJECT**  
**PROJECT NO.: RPSTPL-5904(143), RPL-5904(180), & ATPL-**  
**5904(182)**  
**CONTRACT NO.: 715036**

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 2022, the Standard Specifications dated 2022, 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 base bid plus the additive option if the additive option is awarded.**

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.

All bid proposals and materials submitted in response to this Notice to Bidders shall become the County of Humboldt's property and are subject to disclosure under the Public Records Act, California Government Code Sections 6250, et seq. All bid proposals submitted in response hereto, are considered public information, except for specifically identified trade secrets, which will be handled according to any and all applicable local, state and federal laws and regulations. Any portion of a bid proposal that is deemed to be a trade secret by the bidder shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") letters. Specifically identified proprietary information will not be released, if the bidder agrees to indemnify and defend the County of Humboldt in any action brought to disclose such information. By submitting a bid proposal in response to this Notice to Bidders, the bidder agrees that the County of Humboldt's failure to contact the bidder prior to the release of any proprietary information contained therein will not be a basis for liability by the County of Humboldt or any employee thereof. Items considered public information will be available for review after the bid opening.

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)**  
**HUMBOLDT BAY TRAIL SOUTH PROJECT**  
**PROJECT NO.: RPSTPL-5904(143), RPL-5904(180), & ATPL-**  
**5904(182)**  
**CONTRACT NO.: 715036**

**BASE BID SCHEDULE**

ITEM NO.	ITEM CODE		ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	050000		Construction Surveys	LS	1		
2	120100		Traffic Control System	LS	1		
3	130100		Job Site Management	LS	1		
4	130300		Prepare Storm Water Pollution Prevention Plan	LS	1		
5	130310		Rain Event Action Plan	EA	20		
6	130320		Storm Water Sampling and Analysis Day	EA	10		
7	130330		Storm Water Annual Report	EA	2		
8	130610		Temporary Check Dam	LF	510		
9	130640		Temporary Fiber Roll	LF	21532		
10	130680		Temporary Silt Fence	LF	3817		
11	130900		Temporary Concrete Washout	LS	1		
12	141001		Health and Safety Plan	LS	1		
13	153125		Remove Concrete (Driveway)	LS	1		
14	155000		Remove Railroad Track	LF	6589		
15	157000		Salvage Steel Grating	LS	1		
16	170103		Clearing and Grubbing (LS)	LS	1		
17	190101		Roadway Excavation	CY	4298		
18	190102		Roadway Excavation (Unfit Material)	CY	815		
19	192003	F	Structure Excavation (Bridge)	CY	153		
20	193003	F	Structure Backfill (Bridge)	CY	98		
21	194002	F	Ditch Excavation (Tidal Channel)	CY	274		
22	198050	F	Embankment	CY	34177		
23	198205		Subgrade Enhancement Geotextile	SQYD	13579		
24	198215		Subgrade Enhancement Geogrid	SQYD	36532		
25	198251		Geosynthetic Reinforcement (Uniaxial Geogrid)	SQYD	1332		
26	198252		Geosynthetic Reinforcement (Biaxial Geogrid)	SQYD	964		
27	210271		Rolled Erosion Control Product (Netting, Type B)	SQFT	136546		
28	210272		Rolled Erosion Control Product (Netting, Type C)	SQFT	11591		
29	210350		Fiber Rolls	LF	19767		
30	210430		Hydroseed	SQFT	306623		
31	260203		Class 2 Aggregate Base (CY)	CY	6518		
32	260400		Clean Ballast Rock	LS	1		
33	260450		Ballast Rock	TON	331		
34	390095		Replace Asphalt Concrete Surfacing	CY	43		
35	390132		Hot Mix Asphalt (Type A)	TON	4799		
36	490740	P	Furnish Piling (Class 90) (Alternative V)	LF	2540		
37	490741		Drive Piling (Class 90) (Alternative V)	EA	42		

38	495115	P	Furnish 24" Cast-In-Steel Shell Concrete Piling	LF	494		
39	495116		Drive 24" Cast-In-Steel Shell Concrete Piling	EA	6		
40	510051	F	Structural Concrete, Bridge Footing	CY	33		
41	510053	F	Structural Concrete, Bridge	CY	119		
42	511112		Drill and Bond Dowel (Chemical Adhesive)	EA	414		
43	512355	P	Furnish Precast Prestressed Slab (15 in)	SQFT	576		
44	512356	P	Furnish Precast Prestressed Slab (21 in)	SQFT	2004		
45	512357	P	Furnish Precast Prestressed Slab (30 in)	SQFT	960		
46	512515		Erect Precast Prestressed Concrete Slab	EA	15		
47	520110		Bar Reinforcing Steel (Epoxy Coated) (Bridge)	LB	34707		
48	540100	F	Deck Seal	SQFT	2980		
49	570121	F	Treated Lumber and Timber (Bridge) (Trail Surface)	MFBM	17		
50	570122		Treated Lumber (Wooden Retaining Border)	LF	147		
51	575045		Treated Timber Pedestrian Railing	LF	1476		
52	590122		Clean and Paint Steel Piling Shell	LS	1		
53	590124		Clean and Paint Galvanized Pedestrian Railing	LS	1		
54	600013		Repair Spalled Surface Area	SQFT	2		
55	600014		Repair Girder End Side Anchorage	EA	84		
56	600131		Remove Bridge Cable Railing and Posts	LS	1		
57	600132		Clean and Cover Expansion Joint	EA	21		
58	641107		18" Plastic Pipe	LF	176		
59	705311		18" Alternative Flared End Section	EA	6		
60	705518		18" Automatic Drainage Gate (HDPE)	EA	3		
61	710131		Remove Culvert (18") (EA)	EA	4		
62	710133		Remove Culvert (60") (EA)	EA	2		
63	720110	F	Small-Rock Slope Protection	CY	1103		
64	723055		Rock Slope Protection (1/4 T, Class V, Method B) (TON)	TON	3403		
65	723075		Rock Slope Protection (150 lb, Class III, Method B) (TON)	TON	1825		
66	723100		Rock Slope Protection (20 lb, Class I, Method B) (TON)	TON	10642		
67	730015		Minor Concrete (Flush Curb, Type A) (LF)	LF	3383		
68	730016		Minor Concrete (Flush Curb, Type B) (LF)	LF	1995		
69	730070		Detectable Warning Surface	SQFT	260		
70	731517		Minor Concrete (Driveway)	SQFT	102		
71	731525		Minor Concrete (Trail)	SQFT	301		
72	750501	F	Miscellaneous Metal (Bridge)	LB	5900		
73	750503		Removable Metal Bollard	EA	2		
74	770095		Lighting System (Solar)	LS	1		
75	780210		Survey Monument (Type A)	EA	5		
76	782125		Relocate Ladder	LS	1		
77	791000		Bench	EA	4		
78	792000		Trail Counter System	EA	2		
79	793000		Flangeway Filler System	LF	1856		
80	794008		Replace Treated Timber Crosstie (8" x 8" x 8')	EA	125		
81	794010		Replace Treated Timber Crosstie (8" x 10" x 10')	EA	74		

82	800305		Chain Link Fence (Type CL-3.5, Vinyl-Clad)	LF	5092		
83	800361		Chain Link Fence (Type CL-6, Vinyl-Clad)	LF	569		
84	800405		6' Welded Wire Fence	LF	1958		
85	803020		Remove Fence	LF	1755		
86	820230		Remove Sign	EA	5		
87	820590		Relocate Roadside Sign - One Post	EA	7		
88	820840		Roadside Sign - One-Post	EA	6		
89	820845		Trail Sign - One-Post	EA	18		
90	820855		Interpretive Sign - Two-Post	EA	3		
91	833092	F	Metal Pedestrian Railing	LF	755		
92	840504		4" Thermoplastic Traffic Stripe	LF	29076		
93	840505		6" Thermoplastic Traffic Stripe	LF	284		
94	840515		Thermoplastic Pavement Marking	SQFT	976		
95	999990		Mobilization	LS	1		

**BASE BID TOTAL**

**ADDITIVE BID SCHEDULE**

ITEM NO.	ITEM CODE		ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
94	794008		Replace Treated Timber Crosstie (8" x 8" x 8')	EA	353		

**ADDITIVE BID TOTAL**

NOTE: ITEM CODE LETTER DESIGNATION; F=FINAL PAY QUANTITY

**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

**HUMBOLDT BAY TRAIL SOUTH PROJECT  
PROJECT NO.: RPSTPL-5904(143), RPL-5904(180), & ATPL-5904(182)  
CONTRACT NO.: 715036**

for which bids are to be opened on **TUESDAY, February 28, 2023**, at 2:00 PM, at the Department of Public Works, 1106 Second Street, Eureka 95501, 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.



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(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. )

**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**

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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

YES  NO

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



## **PUBLIC CONTRACT CODE SECTION 10232 STATEMENT**

In conformance 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 are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

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

## **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 conformance 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 not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of 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.

## **NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

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

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

<p><b>1. Type of Federal Action:</b></p> <p><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</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial  <input type="checkbox"/> b. material change</p> <p><b>For Material Change Only:</b>  year _____ quarter _____  date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity</b></p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee  Tier _____, if known</p> <p style="text-align: center;">Congressional District, if known</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p style="text-align: center;">Congressional District, if known</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p style="text-align: right;">CFDA Number, if applicable _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p>	
<p><b>10. a. Name and Address of Lobby Entity</b>  (If individual, last name, first name, MI)</p>	<p><b>b. Individuals Performing Services</b> (including address if different from No. 10a)  (last name, first name, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p><b>11. Amount of Payment (check all that apply)</b></p> <p>\$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment (check all that apply)</b></p> <p><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 _____</p>	
<p><b>12. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify: nature _____  value _____</p>		
<p><b>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b></p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p><b>15. Continuation Sheet(s) attached:</b>                      Yes <input type="checkbox"/>    No <input type="checkbox"/></p>		
<p><b>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.</b></p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p><b>Federal Use Only:</b></p>		

Authorized for Local Reproduction  
Standard Form - LLL

## 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.

**EXHIBIT 12-B: BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) PART 1**

**PROJECT NO.: RPSTPL-5904(143), RPL-5904(180), & ATPL-5904(182) CONTRACT NO.: 715036**

As of March 1, 2015, Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.** Federal Project Number:

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number				
Name:								<\$1 million
City, State:								<\$5 million
								<\$10 million
								<\$15 million
							Age of Firm: ___ yrs.	
Name:							<\$1 million	
City, State:								<\$5 million
								<\$10 million
								<\$15 million
							Age of Firm: ___ yrs.	
Name:							<\$1 million	
City, State:								<\$5 million
								<\$10 million
								<\$15 million
							Age of Firm: ___ yrs.	
Name:							<\$1 million	
City, State:								<\$5 million
								<\$10 million
								<\$15 million
							Age of Firm: ___ yrs.	
Name:							<\$1 million	
City, State:								<\$5 million
								<\$10 million
								<\$15 million
							Age of Firm: ___ yrs.	
Name:							<\$1 million	
City, State:								<\$5 million
								<\$10 million
								<\$15 million
							Age of Firm: ___ yrs.	

Distribution: Original-Local Agency File



**EXHIBIT 12-B: BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) PART 2**  
**PROJECT NO.: RPSTPL-5904(143), RPL-5904(180), & ATPL-5904(182)      CONTRACT NO.: 715036**

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

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor		DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				License Number	DIR Reg Number				
Name:									<\$1 million
City, State:									<\$5 million
									<\$10 million
									<\$15 million
									Age of Firm: ___ yrs.
Name:									<\$1 million
City, State:									<\$5 million
									<\$10 million
									<\$15 million
									Age of Firm: ___ yrs.
Name:									<\$1 million
City, State:									<\$5 million
									<\$10 million
									<\$15 million
									Age of Firm: ___ yrs.
Name:									<\$1 million
City, State:									<\$5 million
									<\$10 million
									<\$15 million
									Age of Firm: ___ yrs.
Name:									<\$1 million
City, State:									<\$5 million
									<\$10 million
									<\$15 million
									Age of Firm: ___ yrs.
Name:									<\$1 million
City, State:									<\$5 million
									<\$10 million
									<\$15 million
									Age of Firm: ___ yrs.

Distribution: Original-Local Agency File

## 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
<b>Local Agency to Complete this Section upon Execution of Award</b>				
21. Local Agency Contract Number: _____				<b>15. TOTAL CLAIMED DBE PARTICIPATION</b>
22. Federal-Aid Project Number: _____				
23. Bid Opening Date: _____				\$
24. Contract Award Date: _____				%
25. Award Amount: _____				<p><b>IMPORTANT:</b> 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.</p> <p>_____ 16. Preparer's Signature _____ 17. Date _____</p> <p>_____ 18. Preparer's Name _____ 19. Phone _____</p> <p>_____ 20. Preparer's Title _____</p>
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				
_____ 26. Local Agency Representative's Signature		_____ 27. Date		
_____ 28. Local Agency Representative's Name		_____ 29. Phone		
_____ 30. Local Agency Representative's Title				

- DISTRIBUTION:**
1. Original – Local Agency Updated January 2019
  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.
  3. 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 agency that is administering 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(s) 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(s).
23. **Bid Opening Date** - Enter the date contract bids were opened.
24. **Contract Award Date** - Enter the date the contract was executed.
25. **Award Amount** – Enter the contract award amount as stated in the executed contract.

**26. 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.

**27. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.

**28. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.

**29. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.

**30. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

**EXHIBIT 15-H: CONTRACTOR GOOD FAITH EFFORTS**

Federal-aid Project No. **PROJECT NO.: RPSTPL-5904(143), RPL-5904(180), & ATPL-5904(182)**  
Bid Opening Date **February 28, 2023**

The \_\_\_\_\_ County of Humboldt \_\_\_\_\_ established a Disadvantaged Business Enterprise (DBE) goal of **22%** for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Bidders submit the following information to document their good faith efforts within five (5) business days from bid opening. Bidders are recommended to submit the following information even if the Exhibit 15-G: Construction Contract DBE Commitment indicate that the bidder has met the DBE goal. This form protects 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.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions, **please attach additional sheets as needed:**

- 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 made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

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

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

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E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

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F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, 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:

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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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H. Any additional data to support a demonstration of good faith efforts:

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## EXHIBIT 9-F: DISADVANTAGED BUSINESS ENTERPRISE (DBE) RUNNING TALLY OF PAYMENTS

Save this form using the following naming convention, [yyyymm]-[Prime's DUNS Number]-[ss].xlsx. [ss] is two digit sequential numbering, applicable when consultant or contractor has more than one 9-F form to complete per pay period. For example, a valid saved file could read: 202001-123456789-01.xlsx. Prime contractors/consultants are required to submit this form no later than the 10<sup>th</sup> of the following month, after submitting an invoice for reimbursement that includes a payment to a DBE. If no payments have been made, do not submit the form. Email this form to [Business.Support.Unit@dot.ca.gov](mailto:Business.Support.Unit@dot.ca.gov) with a copy to their local administering agencies.

**Do not submit this form with the invoice, it will not be processed.**

(1) Reporting Period (mm-yyyy)	(2) Federal Aid Project Number	(3) Caltrans District			(4) Local Agency		
(5) Contract Number	(6) Total Contract Award Amount (\$)	(7) DBE Goal Percentage (%)			(8) DBE Committed Percentage (%)		
(9) Prime Contractor/Consultant DUNS Number	(10) Business Name	(11) Amount Prime Invoiced This Period (\$)			(12) Amount Paid to Prime To Date (\$)		
					(13) Prime Certified DBE?		
(14) DBE Subcontractor/Subconsultant Name	(15) DBE Cert. Number	(16) Contract Type	(17) Date of Payment	(18) Amount of This Payment	(19) Amount Paid To Date	(20) Amount Committed To This DBE	(21) Comments
			Totals	\$0	\$0	\$0	
<p>List all DBEs regardless of tier, whether or not the firms were originally listed in Exhibit 10-Q2 or 15-G as a DBE commitment. If the actual DBE utilization was different than that approved at the time of award, provide comments in box (21). All payments reported, including payments to contractor/consultant, are for the date listed. Select the most appropriate contract type (Agent, Consultant, Joint Venture, Manufacturer, Prime, Regular Dealer, Subcontractor, Truck/Haul, Service Provider) for the DBE from dropdown list.</p> <p>By executing this 9-F, Contractor/Consultant represents and warrants, under penalty of perjury, that:  Contractor/Consultant contracted with the Disadvantaged Business Enterprise companies (DBEs) as set forth in their awarded bid on Contract number _____  Contractor/Consultant paid the full amounts listed on their 9-F to the DBEs set forth in Contractor's awarded bid, without reduction or offset.</p>							
(22) Prime Contractor/Consultant Manager's Name (Print)			(23) Business Phone Number			(24) Date	
<p>COPY DISTRIBUTION: Original - Prime Contractor/Consultant, Copy - E-mail: <a href="mailto:Business.Support.Unit@dot.ca.gov">Business.Support.Unit@dot.ca.gov</a>; Copy: Local Administering Agency</p>							

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 95814.



## Exhibit 9-F Instructions

### I. Purpose:

Title 49 of the Code of Federal Regulations (CFR), Part 26.37(c) requires recipients of federal-aid funding to “provide a running tally of actual attainments, including a means of comparing these attainments to commitments.” This requirement does not apply to projects that do not have any federal funding.

### II. Policy:

A. To comply with 49 CFR 26.37(c), the prime contractors/consultants must complete the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments and email it to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) and their local administering agencies after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month. Submission of this Exhibit is required until all DBE subcontracting or material supply activity on the entire project is completed.

B. Save this form using the following naming convention, [yyyymm]-[Prime's DUNS Number]-[ss].xlsx. [ss] is two digit sequential numbering, applicable when consultant or contractor has more than one 9-F form to complete per pay period. For example, a valid saved file could read: 202001-123456789-01.xlsx

### III. Instructions:

- (1) **Reporting Period (mm-yyyy):** Indicate the month and year of payments being reported.
  - (2) **Federal Aid Project Number:** Enter the 7 digit federal-aid project number of the lead project on the contract. E.g. 5002(123) is a valid Federal-Aid Project Number.
  - (3) **Caltrans District:** Enter the appropriate Caltrans District number as 1 through 12.
  - (4) **Local Agency:** List the local agency's name.
  - (5) **Contract Number:** List the local agency assigned contract agreement number.
  - (6) **Total Contract Award Amount (\$):** Enter the total current contract award amount of the project.
  - (7) **DBE Goal Percentage (%):** Enter the contract DBE goal percentage as it appears on the project advertisement.
  - (8) **DBE Committed Percentage (%):** Enter percentage of the Prime contract committed to DBE firms.
  - (9) **Prime Contractor/Consultant DUNS Number:** Enter the unique nine-digit Data Universal Numbering System (DUNS) that Contractors/Consultants should have in order to participate in Federally-funded contracts.
  - (10) **Business Name:** List the name for the prime contractor/consultant as identified in Procedure 9 above.
  - (11) **Amount Prime's Invoice This Period (\$):** Enter the total invoice amount that prime submitted for reimbursement this period.
  - (12) **Amount Paid to Prime To Date (\$):** Enter the total payment that is paid to the Prime to date.
  - (13) **Prime certified DBE:** Enter "Yes" if Prime Contractor/Consultant is certified DBE and "No" otherwise.  
DBE Prime contractor needs to fill in from procedure (14) to (21) for payments to DBE Subcontractors and DBE Prime's self-performing.
- Note:** For Procedures (14) through (21) below, insert rows as needed to list all DBEs included on Exhibits 10-O2 or 15-G, and any other DBEs that were utilized regardless of tier.
- (14) **DBE Firm name:** List the DBE's firm name.
  - (15) **DBE Cert. Number:** List the DBE's certification number as listed in the California Unified Certification Program (CUCP) database.
  - (16) **Contract Type:** Select the most appropriate Subcontractor's contract type (Agent, Consultant, Joint Venture, Manufacturer, Prime, Regular Dealer, Subcontractor, Truck/Haul, Service Provider from dropdown list.)
  - (17) **Date of Payment:** List current check date when a check is issued to the DBE for work performed by the DBE.
  - (18) **Amount of This Payment:** List the total amount paid to the DBE this period.
  - (19) **Amount Paid to Date:** List the total amount paid to this DBE to date. This should be a total of past payments plus payment for the current work just invoiced to the Local Agency.
  - (20) **Amount Committed to This DBE Firm:** Copy the information from the agency signed Exhibit 10-O2 or 15-G. If the listed DBE was not originally committed to, type "0."
  - (21) **Comments:** Add appropriate notes if a DBE subcontract was terminated, a DBE subcontract was added, if change orders impacted the DBE's payments (include good faith efforts the prime contractor/consultant implemented), if task orders weren't issued, etc.
  - (22) **Prime Contractor/Consultant Manager's Name:** Enter the manager's name of the prime contractor/consultant of the project.
  - (23) **Business Phone Number:** Enter the manager's business phone number of the prime contractor/consultant.
  - (24) **Date:** Provide the date this form was prepared.
  - (25) **Copy Distribution:** The prime contractor/consultant will need to maintain a copy with the contract file (electronic and/or paper). The prime contractor/consultant will need to e-mail this form as provided in the Section II. Policy, paragraphs A as stated above. Local agency will need to keep a copy with the contract file.

**EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DBE AND FIRST-TIER SUBCONTRACTORS**

1. Local Agency <b>CONTRACT NO.: 715036</b>		2. Federal-Aid <b>PROJECT NO.: RPSTPL-5904(143), RPL-5904(180), &amp; ATPL-5904(182)</b>		3. Local Agency <b>HUMBOLDT COUNTY</b>		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.

<b>I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>			
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
<b>I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED</b>			
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 95814.

## INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
2. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
3. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
4. **Contract Completion Date** - Enter the date the contract was completed.
5. **Contractor/Consultant** - Enter the contractor/consultant's firm name.
6. **Business Address** - Enter the contractor/consultant's business address.
7. **Final Contract Amount** - Enter the total final amount for the contract.
8. **Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant'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.
10. **Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
12. **Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
13. **Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
14. **Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
15. **Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
16. **Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
17. **Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
18. **Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
19. **Phone** - Enter the area code and telephone number of the person signing the form.
20. **Date** - Enter the date the form is signed by the contractor's preparer.
21. **Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
22. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
23. **Phone** - Enter the area code and telephone number of the person signing the form.
24. **Date** - Enter the date the form is signed by the Local Agency Representative.

**EXHIBIT 17-O: DBE CERTIFICATION STATUS CHANGE**

1. Local Agency <b>CONTRACT NO.: 715036</b>		2. Federal-Aid <b>PROJECT NO.: RPSTPL-5904(143), RPL-5904(180), &amp; ATPL-5904(182)</b>		3. Local Agency <b>HUMBOLDT COUNTY</b>		4. Contract Completion Date
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount
8. Contract Item Number	9. DBE Contact Information	10. DBE Certification Number	11. Amount Paid While Certified	12. Certification/Decertification Date (Letter Attached)	13. Comments	

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

<b>I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT</b>			
14. Contractor/Consultant Representative's Signature	15. Contractor/Consultant Representative's Name	16. Phone	17. Date
<b>I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED</b>			
18. Local Agency Representative's Signature	19. Local Agency Representative's Name	20. Phone	21. 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 95814.

**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)  
CERTIFICATION STATUS CHANGE**

1. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
2. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
3. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
4. **Contract Completion Date** - Enter the date the contract was completed.
5. **Contractor/Consultant** - Enter the contractor/consultant's firm name.
6. **Business Address** - Enter the contractor/consultant's business address.
7. **Final Contract Amount** - Enter the total final amount for the contract.
8. **Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
10. **DBE Certification Number** - Enter the DBE's Certification Identification Number.
11. **Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
12. **Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
13. **Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
14. **Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
15. **Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
16. **Phone** - Enter the area code and telephone number of the person signing the form.
17. **Date** - Enter the date the form is signed by the contractor's preparer.
18. **Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
19. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
20. **Phone** - Enter the area code and telephone number of the person signing the form.
21. **Date** - Enter the date the form is signed by the Local Agency Representative.

## 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 \_\_\_\_\_;  
a partnership consisting of \_\_\_\_\_  
\_\_\_\_\_  
an individual doing business as \_\_\_\_\_  
\_\_\_\_\_ in the State of California,  
hereinafter referred to as "CONTRACTOR".

### Section 1 - SCOPE OF WORK

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

**HUMBOLDT BAY TRAIL SOUTH PROJECT  
PROJECT NO.: RPSTPL-5904(143), RPL-5904(180), &  
ATPL-5904(182)  
CONTRACT NO.: 715036**

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 Bidders
- Plans and Drawings
- Bid Form
- Bidder's Bond
- Supplemental Project Information
- 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 2022
- Revised Standard Plans - dated 10-21-22
- Standard Specifications - dated 2022
- 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 55 days of receipt of Notice to Proceed by COUNTY and shall be fully completed within a period of 160 working days beginning on the 55 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:

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

COUNTY OF HUMBOLDT

(SEAL) BY \_\_\_\_\_  
Chair, 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:

**HUMBOLDT BAY TRAIL SOUTH PROJECT**

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 way 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**

COUNTY OF HUMBOLDT, DEPARTMENT OF PUBLIC WORKS

Bond No. \_\_\_\_\_

**WHEREAS**, the County of Humboldt, acting by and through the Department of Public Works, has awarded to Contractor \_\_\_\_\_, hereafter designated as the "Contractor", a contract for the work described as follows:

**HUMBOLDT BAY TRAIL SOUTH PROJECT**

**AND WHEREAS**, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

**NOW, THEREFORE**, we the undersigned Contractor and Surety are held firmly bound to the County of Humboldt in the sum of \$ \_\_\_\_\_ dollars (\$ \_\_\_\_\_), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Humboldt, its officers and agents, as therein stipulated, then this obligation shall become and 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\_\_.

Correspondence or claim relating to this bond should be sent to the surety at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor

Name of Surety (**SEAL**)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

**CERTIFICATE OF ACKNOWLEDGEMENT**

State of California, City / County of \_\_\_\_\_ SS

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me \_\_\_\_\_, a  
Notary public in and for the City / County of \_\_\_\_\_, personally appeared  
\_\_\_\_\_, known to me to be the person whose name is subscribed to this  
*Attorney-in-fact*  
instrument and known to me to be the attorney-in-fact of \_\_\_\_\_ and acknowledge to  
me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-  
fact.

(SEAL)

\_\_\_\_\_  
**NOTARY PUBLIC**