

COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-11

For the meeting of September 23, 2014

Date: September 2, 2014

To: Board of Supervisors

From: Thomas K. Mattson, Director of Public Works

Subject: **RED CAP ROAD SHOULDER WIDENING, PM 0.0-0.3 (PHASE 1),
PROJECT NO.: RPSTPLE 5904(128), CONTRACT NO.: 321606**

RECOMMENDATION(S):

That the Board of Supervisors:

- 1) Approve the plans and specifications,
- 2) Direct the Clerk to advertise the above-mentioned project as required by Section 22037 of the California Public Contract Code with Bids to be opened on Tuesday, October 28, 2014 at 2:00 PM.

SOURCE OF FUNDING:

Road Fund –Federal Highway Administration (RPSTPLE) Bicycle and pedestrian funds

DISCUSSION:

This project consists of a paving overlay, widening shoulders and constructing bike lanes on Red Cap Road (PM 0.0 to 0.3) as the first phase of a project that would provide bike lanes and widening to PM 1.56. The Karuk Tribe is expected to provide the major funding for future phases of the project. This project will complete the portion between State Highway 96 and Big Gulch Bridge, which is currently scheduled for replacement in the near future.

Prepared by Robert L. Burnett

CAO Approval

REVIEW:

Auditor _____ County Counsel Sm

Human Resources _____ Other _____

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Bass Seconded by Supervisor Sundberg
Ayes Sundberg, Lovelace, Bohn, Fennell, Bass
Nays _____
Abstain _____
Absent _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: Sept. 23, 2014

By:

Kathy Hayes, Clerk of the Board

FINANCIAL IMPACT:

The requested action has no significant financial impact. There is no financial commitment until the project is awarded. This project is being funded through Federal Highway Administration, which will provide 100% of the construction costs. The Engineer's Estimate for the construction contract is \$384,000. Construction costs were included in the FY 2014-15 Road Fund Budget.

This project conforms to the Board of Supervisors' Core Role of providing and maintaining infrastructure as identified in the Board's Strategic Framework for 2014.

OTHER AGENCY INVOLVEMENT:

California Department of Transportation (Caltrans)
Federal Highway Administration (FHWA)

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Not approve the project; however, staff does not recommend this alternative as this project will improve the road using funds that would not otherwise be available to the County.

ATTACHMENTS:

Attachment #1 Plans and Specifications

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



SPECIAL PROVISIONS

**NOTICE TO CONTRACTORS,
PROPOSAL AND CONTRACT**

FOR

**RED CAP ROAD (8Q100) SHOULDER WIDENING
P.M. 0.0 TO 0.3 (PHASE 1)**

**PROJECT NO.: RPSTPLE-5904(128)
CONTRACT NO.: 321606**

40 WORKING DAYS

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

BIDS OPEN: OCTOBER 28, 2014

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

SPECIAL PROVISIONS

NOTICE TO CONTRACTORS,
PROPOSAL AND CONTRACT

FOR

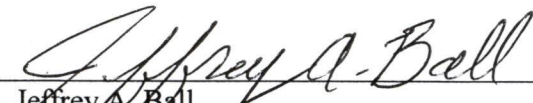
RED CAP ROAD (8Q100) SHOULDER WIDENING
P.M. 0.0 TO 0.3 (PHASE 1)

PROJECT NO.: RPSTPLE-5904(128)
CONTRACT NO.: 321606

Prepared by

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

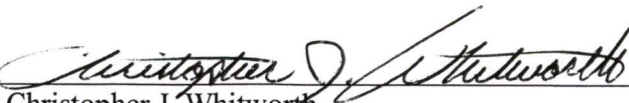
Recommended:


Jeffrey A. Ball
RCE No. 70631, Expires 06/30/2015

9/3/2014
Date



Approved:


Christopher J. Whitworth
RCE 51931, Expires 06/30/2016

8/3/2014
Date



TABLE OF CONTENTS

NOTICE TO BIDDERS	3
SPECIAL PROVISIONS	5
DIVISION I GENERAL PROVISIONS	5
1 GENERAL	5
2 BIDDING	6
3 CONTRACT AWARD AND EXECUTION	9
5 CONTROL OF WORK	11
6 CONTROL OF MATERIALS	13
7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC	13
8 PROSECUTION AND PROGRESS	32
9 PAYMENT	32
DIVISION II GENERAL CONSTRUCTION	33
12 TEMPORARY TRAFFIC CONTROL	33
13 WATER POLLUTION CONTROL	35
14 ENVIRONMENTAL STEWARDSHIP	35
15 EXISTING FACILITIES	37
DIVISION III GRADING	39
19 EARTHWORK	39
21 EROSION CONTROL	39
DIVISION IV SUBBASES AND BASES	40
26 AGGREGATE BASES	40
DIVISION V SURFACINGS AND PAVEMENTS	40
39 HOT MIX ASPHALT	41
DIVISION VI STRUCTURES	41
47 EARTH RETAINING SYSTEMS	41
DIVISION VIII MISCELLANEOUS CONSTRUCTION	42
72 SLOPE PROTECTION	42
DIVISION IX TRAFFIC CONTROL FACILITIES	42
83 RAILINGS AND BARRIERS	42
84 TRAFFIC STRIPES AND PAVEMENT MARKINGS	44
PROPOSAL	46
BID FORM (EXHIBIT A) (PAGE 1)	48
PROPOSAL SIGNATURE PAGE	49
BIDDER'S BOND	50
CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION	51
LIST OF SUBCONTRACTORS (DBE AND NON-DBE)- PART I	52
LIST OF SUBCONTRACTORS (DBE AND NON-DBE)- PART II	53
EXHIBIT 15-G1 LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)	54
EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS	56
PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT	58
PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE	58
PUBLIC CONTRACT CODE SECTION 10232 STATEMENT	58
DEBARMENT AND SUSPENSION CERTIFICATION	59

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	60
NONCOLLUSION AFFIDAVIT	61
CERTIFICATION FOR FEDERAL AID CONTRACTS (LOBBYING ACTIVITIES).....	62
DISCLOSURE OF LOBBYING ACTIVITIES.....	63
FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES	65
EXHIBIT 17-O: DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE	66
AGREEMENT	67
PAYMENT BOND	71
PERFORMANCE BOND	72

Standard Plans List

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

	ABBREVIATIONS, LINES, SYMBOLS AND LEGEND
A10A	Abbreviations (Sheet 1 of 2)
A10B	Abbreviations (Sheet 2 of 2)
A10C	Lines and Symbols (Sheet 1 of 3)
A10D	Lines and Symbols (Sheet 2 of 3)
A10E	Lines and Symbols (Sheet 3 of 3)
	PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS
A20A	Pavement Markers and Traffic Lines, Typical Details
A20B	Pavement Markers and Traffic Lines, Typical Details
	EXCAVATION AND BACKFILL
A62A	Excavation and Backfill - Miscellaneous Details
	OBJECT MARKERS, DELINEATORS, CHANNELIZERS AND BARRICADES
A73C	Delineators, Channelizers and Barricades
	METAL BEAM GUARD RAILING - STANDARD RAILING SECTIONS
A77A2	Metal Beam Guard Railing - Standard Railing Section (Steel Post with Notched Wood or Notched Recycled Plastic Block)
A77B1	Metal Beam Guard Railing - Standard Hardware
A77C2	Metal Beam Guard Railing - Steel Post and Notched Wood Block Details
A77C3	Metal Beam Guard Railing - Typical Line Post Embedment and Hinge Point Offset Details
A77C4	Metal Beam Guard Railing - Typical Railing Delineation and Dike Positioning Details
	METAL BEAM GUARD RAILING - TYPICAL LAYOUTS FOR EMBANKMENTS
A77E1	Metal Beam Guard Railing - Typical Layouts for Embankments
A77E2	Metal Beam Guard Railing - Typical Layouts for Embankments
	CURBS, DRIVEWAYS, DIKES, CURB RAMPS AND ACCESSIBLE PARKING
A87B	Hot Mix Asphalt Dikes
	DRAINAGE INLETS, PIPE INLETS AND GRATES
D74B	Drainage Inlets
D74C	Drainage Inlet Details
D77A	Grate Details
D77B	Bicycle Proof Grate Details
	PIPE DOWNDRAINS, ANCHORAGE SYSTEMS AND OVERSIDE DRAINS
D87A	Corrugated Metal Pipe Downdrain Details
	PIPE COUPLING AND JOINT DETAILS
D97A	Corrugated Metal Pipe Coupling Details No. 1 - Annular Coupling Band Bar and Strap and Angle Connections
D97C	Corrugated Metal Pipe Coupling Details No. 3 - Helical and Universal Couplers
D97D	Corrugated Metal Pipe Coupling Details No. 4 - Hugger Coupling Bands
D97E	Corrugated Metal Pipe Coupling Details No. 5 - Standard Joint
D97F	Corrugated Metal Pipe Coupling Details No. 6 - Positive Joint
D97G	Corrugated Metal Pipe Coupling Details No. 7 - Downdrain
	LANDSCAPE AND EROSION CONTROL
H51	Erosion Control Details - Fiber Roll and Compost Sock

TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN

T1A	Temporary Crash Cushion, Sand Filled (Unidirectional)
T1B	Temporary Crash Cushion, Sand Filled (Bidirectional)
T2	Temporary Crash Cushion, Sand Filled (Shoulder Installations)
T3A	Temporary Railing (Type K)
T3B	Temporary Railing (Type K)
T13	Traffic Control System for Lane Closure on Two Lane Conventional Highways

TEMPORARY WATER POLLUTION CONTROL

T51	Temporary Water Pollution Control Details (Temporary Silt Fence)
T52	Temporary Water Pollution Control Details (Temporary Straw Bale Barrier)
T53	Temporary Water Pollution Control Details (Temporary Cover)
T54	Temporary Water Pollution Control Details (Temporary Erosion Control Blanket)
T55	Temporary Water Pollution Control Details (Temporary Erosion Control Blanket)
T56	Temporary Water Pollution Control Details (Temporary Fiber Roll)
T57	Temporary Water Pollution Control Details (Temporary Check Dam)
T65	Temporary Water Pollution Control Details [Temporary Fence (Type ESA)]



COUNTY OF HUMBOLDT
DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS

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

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

until 2:00 PM, **TUESDAY, OCTOBER 28, 2014**, at which time they will be publicly opened by the Clerk of the Board of the County of Humboldt at a public meeting in the Office of the Clerk of the Board of Supervisors, Humboldt County Courthouse, Eureka, California, for performing work as follows:

RED CAP ROAD (8Q100) SHOULDER WIDENING
P.M. 0.0 TO 0.3 (PHASE 1)
PROJECT NO.: RPSTPLE-5904(128)
CONTRACT NO.: 321606

Bids are required for the entire work as described herein:

The road work to be done consists, in general, of, traffic control, cultural monitoring, clearing, detours, earthwork to construct widening and mechanically stabilized embankments (wire wall), placing aggregate base and hot mix asphalt paving and dikes, shoulder backing, replacing culverts, adding drainage inlets, placing rock slope protection, metal beam guard railing, thermoplastic pavement striping, delineator guide markers and signs. This work also consists of temporary water pollution control, as needed and installation of erosion control for permanent soil stabilization. Bidders are advised that the work must be completed within **40 working days**. The Engineer's Estimate for this work is: **\$384,000**.

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

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

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

The successful Bidder shall furnish a Payment Bond and a Performance Bond. The Contractor shall possess a **CLASS "A"** Contractors License at the time this contract is awarded. No pre-bid meeting is scheduled for this project.

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

For this contract, the County has included a Disadvantaged Business Enterprises (DBE) goal of 2.7 Percent. Bidders need not achieve the percentage stated as a condition of award.

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

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at County of Humboldt, 1106 2nd Street, Eureka, CA. 95501 and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are available on the web home page of the Department of Labor at <http://www.gpo.gov/davisbacon/> and copies may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Special Provisions, Notice to Bidder's, Proposal and Contract" books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

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

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

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

KATHY HAYES

Clerk of the Board of Supervisors

County of Humboldt, State of California

DATED: _____

2 BIDDING

Add to section 2-1.06A:

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

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

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

Replace section 2-1.12 with:

2-1.12 DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49 CFR 26.13(b):

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

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

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

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

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

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

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

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

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

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

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

DBE Commitment Submittal

Submit DBE information on the Caltrans Bidder - DBE - Commitment form included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to Office Engineer. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

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

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

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

Good Faith Efforts Submittal

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

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

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

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

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

AA

Add to section 2-1.33C:

The Bidder shall also list the subcontractor's state contractors license number on the *Subcontractor List*. The form "Subcontractor List" is included in the Proposal Section of these special provisions.

Add to section 2-1.34:

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

3 CONTRACT AWARD AND EXECUTION

Add to section 3-1.04:

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

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

2. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.

3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

4. The protested bidder may submit a written response to the protest, provided the response is received by the Department Director before 5:00 p.m., within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested bidder if different from the protested bidder.

5. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings. Any addenda or bulletins issued during the time of bidding, or forming a part of the documents issued to the Bidder for the preparation of his bid, shall be covered in the bid, and shall become a part of the Agreement.

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

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

Replace section 3-1.05:

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

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

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

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

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

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

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

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

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

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

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

D. Contractor shall furnish County with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by County. The endorsements shall be on forms as approved by the County's Risk Manager or County Counsel. Any deductible or self-insured retention over

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

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

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

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

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

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

Replace paragraph 3, section 5-1.36D:

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

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

conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

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

[illegible]

6 CONTROL OF MATERIALS

Add to section 6-2.03:

The Contractor shall notify the Engineer not less than 48 hours before County-furnished material is to be picked up by the Contractor. A full description of the material and the time the material will be picked up shall be provided.

[illegible]

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to section 7-1.02K(2) paragraph 2:

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the Humboldt County Department of Public Works, 1106 Second Street, Eureka CA 95501. These wage rates are not included in the Special Provision, Notice to Bidder's, Proposal and Contract Book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

Add to section 7-1.02L:

7-1.02L(3) Noncollusion

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

Add to section 7-1.02M(3):

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

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

Add to section 7-1.11A:

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

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

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

Add to section 7-1.11A:

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

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

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

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

FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

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

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

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

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

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

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

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

1. Name of joint venture _____
2. Address of joint venture _____
3. Phone number of joint venture _____
4. Identify the firms which comprise the joint venture. (The DBE partner must complete Schedule A.) _____
- a. Describe the role of the DBE firm in the joint venture. _____
- b. Describe very briefly the experience and business qualifications of each non-DBE joint venturer: _____
5. Nature of the joint venture's business _____
6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of DBE ownership? _____
8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).
 - a. Profit and loss sharing.
 - b. Capital contributions, including equipment.
 - c. Other applicable ownership interests.

Revised 3-95
08-07-95

FR-1

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

a. Financial decisions _____

b. Management decisions, such as:

1. Estimating _____

2. Marketing and sales _____

3. Hiring and firing of management personnel _____

4. Purchasing of major items or supplies _____

c. Supervision of field operations _____

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

Affidavit

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

Revised 3-95
08-07-95

FR-2

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

Date _____

State of _____

County of _____

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

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

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

Notary Public _____

Commission expires _____

[Seal]

Replace section 7-1.11B with:

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier

subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3 A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA

4 Selection of Labor During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27, and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have

the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27, and 23 CFR Parts 200, 230, and 633

The following provision is adopted from 23 CFR 230, Appendix

A, with appropriate revisions to conform to the U S

Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment

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

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

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

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

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

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

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

and explained. The meetings will be conducted by the EEO Officer.

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Female and Minority Goals

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

The nationwide goal for female utilization is 6.9 percent.

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

Minority Utilization Goals

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

1.2. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period

2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts

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

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

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

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

3. If you comply with this section.

Each apprentice or trainee must:

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

Furnish the apprentice or trainee:

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

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

^^

8 PROSECUTION AND PROGRESS

Replace section 8-1.04B, paragraph 1:

The Contractor shall begin work within fifteen calendar days after the contract has been executed 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.

Replace section 8-1.05, paragraph 2:

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

40 WORKING DAYS

Tabulation of working days shall begin on the fifteenth calendar day after execution of the contract by the Board of Supervisors of the County of Humboldt. If said fifteenth 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 except as specified in sections 8-1.10B and 8-1.10C.

Liquidated damages amount per day for this contract is: **\$1,900.00** per section 8-1.10A.

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.

[illegible]

9 PAYMENT

Add to section 9-1.03:

A prime contractor or subcontractor shall pay to any subcontractor not later 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Replace section 9-1.16F:

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

Replace section 9-1.17B:

After Contract acceptance by the Board of Supervisors of the County of Humboldt, the Department pays you based on the Engineer-prepared estimate that includes withholds and the balance due after deduction of previous payments.

[illegible]

DIVISION II GENERAL CONSTRUCTION

12 TEMPORARY TRAFFIC CONTROL

Replace section 12-5:

12-5 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

12-5.01 GENERAL

Section 12-5 includes specifications for closing traffic lanes with stationary lane closures on 2-lane, 2-way highways. The traffic control system for a lane closure must comply with the details shown.

Traffic control system includes signs and detours utilizing portions of the existing road and ditch area.

12-5.03 CONSTRUCTION

12-5.03A General

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

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

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

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

12-5.03B Stationary Lane Closures

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

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

12-5.03C Temporary Detours

Temporary detours that utilize the existing road and roadside ditch or shoulder area are included as a part of traffic control system. You will be responsible for maintaining an adequate road for the passage of public traffic, including appropriate signage for traffic control, and for restoring the ditch or shoulder area as shown on the plans or as directed by the Engineer.

12-5.04 PAYMENT

The contract lump sum price paid for Traffic Control System includes full compensation for furnishing all labor (including all flagging costs), materials, tools, equipment and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system, and constructing, maintaining, and removing temporary detour, as shown on the plans, as specified in 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.

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.

Insert into section 13-1.01:

Preliminary calculations by the Engineer indicate that the project's disturbed soil area is 0.5 acres not including stockpile or Contractor's staging area.

[illegible]

Insert into section 14-1.02A:

The following mitigation measures will be incorporated to protect the environmentally sensitive area (ESA) along both sides of the road between State Route 96 and 670 linear feet southerly.

- Exclusionary fencing will be placed between the sensitive areas and the road to ensure equipment and materials are restricted to the road prism work area.
- Exclusionary fencing will be removed upon completion of the project.
- All necessary BMP measures will be utilized during construction to insure that the project has no effect upon the ESA.
- ESA Action Plan is for the Panamnik World Renewal Ceremonial District, CA-HUM-360 and CA-HUM-888. An agreement between Humboldt County Department of Public Works, Caltrans and the Karuk Tribe requires that a project work closure be expected during the month of September for approximately 1-2 weeks. Dates will be verified with the Tribe once they are available. Specific dates, when known, will become part of the contract for the project.

Insert into section 14-2.02A:

The following cultural mitigation measures will be incorporated in this project.

- A cultural monitor will conduct monitoring of construction activities to ensure protection of known sensitive areas and aid in identification of any suspected inadvertent discoveries.
- Should artifacts or archaeological features be exposed during project construction, work shall be immediately halted within a minimum 50-foot-radius of the discovery location (but may continue in other project areas) and the designated points of contact for Humboldt County Public Works and the Karuk Tribe shall be notified. The circumstances of the discovery shall be documented in part, by relying on witnesses including the construction foreman, who shall be held directly accountable for enforcing the stop work order and notifying the points of contact.
- Discovery of known or suspected Native American skeletal remains shall be handled in accordance with applicable laws.

The Contractor's operations are subject to the following constraints and mitigations:

The project site is located in an area that is known to have historical, cultural, and archaeological significance. As such cultural monitors employed by the contractor must be onsite whenever any ground disturbing activities are taking place. During the course of the work the Contractor must accommodate the cultural monitors including providing access, stopping work when inspections are necessary and protecting resources when directed.

SITE CONDITIONS

A. Coordination with the Inspector:

1. Contact the Inspector at least five (5) days in advance of any planned removal of historic fabric, demolition, or ground disturbance work. The Inspector will in turn notify the Karuk Tribe Cultural Monitor when such work is planned.
2. Contractor shall coordinate directly with the Inspector regarding Cultural monitoring. Any ensuing directives from the Karuk Tribe Cultural Monitor in relation to need for interruption of specific contractor work will be made through the Inspector.

B. Limit of Work

1. Contractor shall layout all planned removal, demolition, or ground disturbance work for review and approval prior to such work commencing.
2. Contractor shall avoid all removal, demolition, ground disturbance, and other destructive activities that may disturb historic fabric, artifacts, archaeological, cultural or natural resources until the Inspector gives approval to proceed.

C. Role of Karuk Tribe Cultural Monitor

1. Prior to the construction start date, but during the submittal period, Cultural Monitor will attempt to mark or identify, where certain historical fabric, cultural resources are to be documented, salvaged, or left in place on the building/structure/feature/site as identified in the construction documents. This by no means is meant to indicate that during the course of demolition, ground disturbance, or destructive activities, that the contractor is free to move forward without first obtaining permission to proceed from the Inspector, or that during the course of such actions, new or previously unknown areas will not be marked or identified by the archaeologist/cultural specialist.
2. During construction, Cultural Monitor will monitor all demolition, ground disturbance, or destructive activities.
3. Cultural Monitor will determine whether appropriate treatments such as handwork, will be necessary for certain demolition, ground disturbance, or destructive activities. Directives in relation to need for alteration of technique or interruption of specific contractor work will be given by the Inspector.

D. Down Time

1. If unforeseen cultural/natural resources are uncovered during execution of the work, the Inspector will put work on hold at that specific location, and the Contractor will be redirected to other tasks. The Cultural Monitor will record and evaluate the find and implement avoidance, preservation, or recovery measures as appropriate compliance with environmental law and department resource directives prior to Inspector directing resumption of work at that specific location.
2. Contractor shall include in the project schedule, consideration of up to (not less than) five (5) calendar days down time for unforeseen conditions uncovered during execution of work that may require further resource analysis. Down time days must be approved by the Inspector.

PROTECTION OF EXISTING RESOURCES

- A. Provide required protection, in areas identified on drawings, or as directed by the Inspector to maintain integrity of the resources to be protected during the course of the project.

Replace "Not used" in section 14-2.02D with:

The lump sum price paid for "Cultural Monitoring" includes full compensation for providing an adequate number of cultural monitors to monitor all active construction areas and all costs associated with monitoring activities such as delays for inspections and downtime due to resource analysis or recovery. Monthly pay estimates will include compensation based upon the percentage of work completed for the items that require cultural monitoring.

15 EXISTING FACILITIES

Replace "Reserved" in Section 15-2.02B(3) with:

15-2.02B(3) Cold Planing Asphalt Concrete Pavement

15-2.02B(3)(a) General

At the locations listed below, schedule cold planing activities to ensure that cold planing, placement of HMA, and reopening the area to traffic is completed during the same work shift:

1. All repair locations as located and marked on the roadway.

If you do not complete HMA placement before opening the area to traffic, you must:

1. Construct a temporary HMA taper to the level of the existing pavement
2. Place HMA during the next work shift
3. Submit a corrective action plan that shows you will complete cold planing and placement of HMA in the same work shift. Do not restart cold planing activities until the Engineer approves the corrective action plan.

15-2.02B(3)(b) Materials

Use the same quality of HMA for temporary tapers that is used for the HMA overlay or comply with the specifications for minor HMA in section 39.

15-2.02B(3)(c) Construction

15-2.02B(3)(c)(i) General

Do not use a heating device to soften the pavement.

The cold planing machine must be:

1. Equipped with a cutter head width that matches the planing width. If the cutter head width is wider than the cold plane area shown, submit to the Engineer a request for using a wider cutter head. Do not cold plane unless the Engineer approves your request.
2. Equipped with automatic controls for the longitudinal grade and transverse slope of the cutter head and:
 - 2.1. If a ski device is used, it must be at least 30 feet long, rigid, and a 1-piece unit. The entire length must be used in activating the sensor.
 - 2.2. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint-matching shoe may be used.
3. Equipped to effectively control dust generated by the planing operation
4. Operated so that no fumes or smoke is produced.

Replace broken, missing, or worn machine teeth.

15-2.02B(3)(c)(ii) Grade Control and Surface Smoothness

Furnish, install, and maintain grade and transverse slope references.

The depth, length, width, and shape of the cut must be as shown or as ordered. The final cut must result in a neat and uniform surface. Do not damage the remaining surface.

The completed surface of the planed asphalt concrete pavement must not vary more than 0.02 foot when measured with a 12-foot straightedge parallel with the centerline. With the straightedge at right angles to the centerline, the transverse slope of the planed surface must not vary more than 0.03 foot.

Where lanes are open to traffic, the drop-off of between adjacent lanes must not be more than 0.15 foot.

15-2.02B(3)(c)(iii) Temporary HMA Tapers

If a drop-off between the existing pavement and the planed area at transverse joints cannot be avoided before opening to traffic, construct a temporary HMA taper. The HMA temporary taper must be:

1. Placed to the level of the existing pavement and tapered on a slope of 30:1 (horizontal:vertical) or flatter to the level of the planed area
2. Compacted by any method that will produce a smooth riding surface

Completely remove temporary tapers before placing permanent surfacing.

15-2.02B(3)(c)(iv) Remove Planed Material

Remove cold planed material concurrent with planing activities so that removal does not lag more than 50 feet behind the planer.

Excess cold planed material shall remain the property of the County and shall be disposed of by stockpiling at a county stockpile area on the turnout near the beginning of project as directed by the Engineer.

15-2.02B(3)(d) Payment

Payment for removal of pavement markers, thermoplastic traffic stripe, painted traffic stripe, and pavement marking within the area of cold planing, and all cold planing required for the project is included in the payment for hot mix asphalt of the types shown in the Bid Item List.

DIVISION III GRADING

19 EARTHWORK

Add to section 19-1.01A:

Earthwork activities include clearing and grubbing, developing a water supply, and finishing the roadway. Comply with sections 16, 17-2, and 22.

Replace paragraphs 3 and 4 of Section 19-2.03B with:

Surplus excavated material shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions in Section 5-1.20B(4) of the Standard Specifications.

Replace paragraph 1 of Section 19-6.02A with:

Embankment shall be constructed of excavated materials, imported borrow, or a combination of said materials. Imported borrow shall be obtained from a source approved by the Engineer having an "R" value of at least 50. Obtaining imported borrow will be in accordance with Section 19-2.03C, "Deficiency Material."

Add to Section 19-7.04:

The embankment quantity to be measured and paid for will be determined in the same manner as provided for roadway excavation and shall be the computed volume based upon the pre-project measured ground surface or project slope lines and the project grading-plane.

Imported borrow (wire wall) is limited to the structure backfill needed to construct the mechanically stabilized embankment structure. The quantity to be paid for is the in-place volume of the MSE structure.

Replace paragraph 6 of Section 19-9.03 with:

Complete shoulder backing within 10 days after placement of adjacent new surfacing.

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21 EROSION CONTROL

Add to Section 21-1.01A:

Erosion control includes hydroseeding of any newly exposed earth slopes and other measures called for on the plans.

Add to Section 21-1.02L:

Hydroseed work shall consist of applying erosion control materials, consisting of a mixture of fiber, seed, tackifier, commercial fertilizer and water. The mixture shall be applied to embankment and excavation slopes and other graded or disturbed areas of the project including any borrow or disposal sites as determined by the Engineer.

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

39 HOT MIX ASPHALT

Add to section 39-1.01:

Produce and place HMA Type A under the METHOD construction process.

Add to section 39-1.02C:

Asphalt binder used in HMA Type A must be PG 64-16.

Add to section 39-1.02E:

Aggregate used in HMA Type A must comply with the 1/2-inch HMA Types A and B gradation.

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DIVISION VI STRUCTURES

47 EARTH RETAINING SYSTEMS

Add to section 47-2.01A:

You may use an alternative earth retaining system for the mechanically stabilized embankments shown on the plans. The alternative system must comply with section 47-6.

The approved type of Mechanically Stabilized Embankment as shown on the plans is:

1. Welded Wire Wall – as manufactured by the Hilfiker Company, Eureka, or approved equal.

All work and materials shall conform to the manufacturer's specifications and instructions and as directed by the Engineer. Native in-place material to be excavated has not been tested for the requirements for welded wire backfill however, the contract includes the item of imported borrow (wire wall) to obtain and furnish structure backfill material to the site.

All work and materials shall conform to the manufacturer's specifications and instructions and as directed by the Engineer except for Structural Backfill. Structure backfill for mechanically stabilized embankment shall comply with the grading and property requirements in Section 47-2.02C "Structure Backfill," of the Standard Specifications, and with the modified "Gradation Requirements" table shown below. Place and compact backfill and soil reinforcement elements as specified in Section 47-2.03 "Construction," of the Standard Specifications. A relative compaction of at least 95% (Caltrans 216) for the structure backfill must be obtained.

GRADATION REQUIREMENTS

Sieve size	Percent passing	California Test
6"	100	202
3"	80-100	202
No. 30	0-60	202
No. 200	0-15	202

Add to section 47-2.04:

Mechanically stabilized embankments will be measured and paid for by the face square foot for the as-constructed wall. The price paid per square foot includes full compensation for all work and materials required to furnish and erect the wall. Structure excavation, imported borrow (wire wall), subdrainage items, and embankment above the wall will be paid as separate items of work.

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DIVISION VIII MISCELLANEOUS CONSTRUCTION

72 SLOPE PROTECTION

Replace Section 72-2.02A, paragraph 3 with:

Rock Material Properties		
Property	California Test	Value
Apparent specific gravity	206	2.5 minimum
Absorption	206	4.4% maximum
Durability Index	229	40 minimum

DIVISION IX TRAFFIC CONTROL FACILITIES

83 RAILINGS AND BARRIERS

Replace section 83-1.02C(2) with:

83-1.02C(2) Alternative In-Line Terminal System

Alternative in-line terminal system must be furnished and installed as shown on the plans and under these special provisions.

The allowable alternatives for an in-line terminal system must consist of one of the following or a Department-authorized equal.

1. TYPE SKT TERMINAL SYSTEM - Type SKT terminal system must be a SKT 350 sequential kinking terminal manufactured by Road Systems, Inc., located in Big Spring, Texas, and must include items detailed for Type SKT terminal system shown on the plans. The SKT 350 sequential kinking terminal can be obtained from the distributor, Universal Industrial Sales, P.O. Box 699, Pleasant Grove, UT 84062, telephone (801) 785-0505 or from the distributor, Gregory Highway Products, 4100 13th Street, S.W., Canton, OH 44708, telephone (330) 477-4800.
2. TYPE ET TERMINAL SYSTEM - Type ET terminal system must be an ET-2000 PLUS (4-tube system) extruder terminal as manufactured by Trinity Highway Products, LLC, and must include items detailed for Type ET terminal system shown on the plans. The ET-2000 PLUS (4-tube system) extruder terminal can be obtained from the manufacturer, Trinity Highway Products, LLC, P.O. Box 99, Centerville, UT 84012, telephone (800) 772-7976.

Submit a certificate of compliance for terminal systems.

Terminal systems must be installed under the manufacturer's installation instructions and these specifications. Each terminal system installed must be identified by painting the type of terminal system in neat black letters and figures 2 inches high on the backside of the rail element between system posts numbers 4 and 5.

For Type ET terminal system, the steel foundation tubes with soil plates attached must be, at the Contractor's option, either driven, with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes must be backfilled with selected earth, free of rock, placed in layers approximately 4 inches thick and each layer must be moistened and thoroughly compacted. The wood terminal posts must be inserted into the steel foundation tubes by hand and must not be driven. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts must be coated with a grease that will not melt or run at a temperature of 149 degrees F or less. The edges of the wood terminal posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

For Type SKT terminal system, the soil tubes must be, at the Contractor's option, driven with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes must be backfilled with selected earth, free of rock, placed in layers approximately 4 inches thick and each layer must be moistened and thoroughly compacted. Wood posts must be inserted into the steel foundation tubes by hand. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts must be coated with a grease that will not melt or run at a temperature of 149 degrees F or less. The edges of the wood posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

After installing the terminal system, dispose of surplus excavated material in a uniform manner along the adjacent roadway where designated by the Engineer.

Replace section 83-1.02C(3) with:

83-1.02C(3) Alternative Flared Terminal System

Alternative flared terminal system must be furnished and installed as shown on the plans and under these special provisions.

The allowable alternatives for a flared terminal system must consist of one of the following or a Department-authorized equal.

1. TYPE FLEAT TERMINAL SYSTEM - Type FLEAT terminal system must be a Flared Energy Absorbing Terminal 350 manufactured by Road Systems, Inc., located in Big Spring, Texas, and must include items detailed for Type FLEAT terminal system shown on the plans. The Flared Energy Absorbing Terminal 350 can be obtained from the distributor, Universal Industrial Sales, P.O. Box 699, Pleasant Grove, UT 84062, telephone (801) 785-0505 or from the distributor, Gregory Industries, Inc., 4100 13th Street, S.W., Canton, OH 44708, telephone (330) 477-4800.
2. TYPE SRT TERMINAL SYSTEM - Type SRT terminal system must be an SRT-350 Slotted Rail Terminal (8-post system) as manufactured by Trinity Highway Products, LLC, and must include items detailed for Type SRT terminal system shown on the plans. The SRT-350 Slotted Rail Terminal (8-post system) can be obtained from the manufacturer, Trinity Highway Products, LLC, P.O. Box 99, Centerville, UT 84012, telephone (800) 772-7976.

Submit a certificate of compliance for terminal systems.

Terminal systems must be installed under the manufacturer's installation instructions and these specifications. Each terminal system installed must be identified by painting the type of terminal system in neat black letters and figures 2 inches high on the backside of the rail element between system posts numbers 4 and 5.

For Type SRT terminal system, the steel foundation tubes with soil plates attached must be, at the Contractor's option, either driven, with or without pilot holes, or placed in drilled holes. Space around the

steel foundation tubes must be backfilled with selected earth, free of rock, placed in layers approximately 4 inches thick and each layer must be moistened and thoroughly compacted. The wood terminal posts must be inserted into the steel foundation tubes by hand and must not be driven. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts must be coated with a grease that will not melt or run at a temperature of 149 degrees F or less. The edges of the wood terminal posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

For Type FLEAT terminal system, the soil tubes must be, at the Contractor's option, driven with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes must be backfilled with selected earth, free of rock, placed in layers approximately 4 inches thick and each layer must be moistened and thoroughly compacted. Wood posts must be inserted into the steel foundation tubes by hand. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts must be coated with a grease that will not melt or run at a temperature of 149 degrees F or less. The edges of the wood posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

After installing the terminal system, dispose of surplus excavated material in a uniform manner along the adjacent roadway where designated by the Engineer.

84 TRAFFIC STRIPES AND PAVEMENT MARKINGS

Replace "Reserved" in the RSS for section 84-6 with:

84-6.01 GENERAL

84-6.01A Summary

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

Thermoplastic must comply with section 84-2.

84-6.01B Submittals

Submit a certificate of compliance for the glass beads.

84-6.01C Quality Control and Assurance

Within 14 days of applying a thermoplastic traffic stripe or pavement marking with enhanced wet-night visibility, the retroreflectivity must be a minimum of 700 mcd/sq m/lx for white stripes and markings and 500 mcd/sq m/lx for yellow stripes and markings. Test the retroreflectivity using a reflectometer under ASTM E 1710.

84-6.02 MATERIALS

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

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

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

84-6.03 CONSTRUCTION

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

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

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

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

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

You may apply glass beads by hand on pavement markings.

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

PROPOSAL
TO
THE COUNTY OF HUMBOLDT
FOR

RED CAP ROAD (8Q100) SHOULDER WIDENING
P.M. 0.0 TO 0.3 (PHASE 1)
PROJECT NO.: RPSTPLE-5904(128)
CONTRACT NO.: 321606

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

Business Address: _____

Telephone No.: _____

Place of Residence: _____

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

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

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

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

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

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

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

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

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

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

BID FORM (EXHIBIT A)
RED CAP ROAD (8Q100) SHOULDER WIDENING
P.M. 0.0 TO 0.3 (PHASE 1)
PROJECT NO.: RPSTPLE-5904(128)
CONTRACT NO.: 321606

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	120090	Construction Area Signs	EA	5		
2	120100	Traffic Control System	LS	1		
3	129000	Temporary Railing (Type K)	LF	300		
4	130100	Job Site Management	LS	1		
5	130200	Prepare Storm Water Pollution Control Program	LS	1		
6	130610	Temporary Check Dam	EA	10		
7	130670	Temporary Reinforced Silt Fence	LF	260		
8	141000	Temporary Fence (Type ESA)	LF	500		
9	142001	Cultural Monitoring	LS	1		
10	150809	Remove Culvert (LF)	LF	35		
11	190101	Roadway Excavation	CY	380		
12	192001 F	Structure Excavation	CY	1,440		
13	198010	Import Borrow (Wire Wall)	CY	1,130		
14	198050	Embankment	CY	410		
15	203021	Fiber Roll	LF	260		
16	210430	Hydroseed	SF	12,300		
17	260203	Class 2 Aggregate Base	CY	365		
18	390132	Hot Mix Asphalt (Type A)	TON	560		
19	394073	Place Hot Mix Asphalt Dike (Type A)	LF	900		
20	477020	Mechanically Stabilized Embankment (Wire Wall)	SF	2,720		
21	510502 F	Minor Concrete (Minor Structure)	CY	2		
22	566011	Roadside Sign - One Post	EA	2		
23	665017	18" Corrugated Steel Pipe (0.079" Thick)	LF	40		
24	680902	6" Perforated Plastic Pipe Underdrain	LF	220		
25	680903	6" Non-Perforated Plastic Pipe	LF	20		
26	682022	Class 1 Permeable Material (Blanket)	CY	162		
27	690117	18" Corrugated Steel Pipe Downdrain (0.079" Thick)	LF	40		
28	692307	18" Anchor Assembly	EA	3		
29	721014	Rock Slope Protection (1/4 T, Method B)	TON	10		
30	750030	Inlet Frame and Grate	EA	1		
31	820108	Delineator (Class 2)	EA	15		
32	832002	Metal Beam Guard Railing (Metal Posts)	LF	200		
33	839584	Alternative In-Line Terminal System	EA	1		
34	839585	Alternative Flared Terminal System	EA	1		
35	840502	Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	4,430		
36	840516	Thermoplastic Pavement Marking (Enhanced Wet Night Visibility)	SF	146		
37	999990	Mobilization	LS	1		

NOTE: ITEM CODE LETTER DESIGNATION; F=FINAL PAY QUANTITY

BID TOTAL

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM NO. INITIAL

(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

RED CAP ROAD (8Q100) SHOULDER WIDENING
P.M. 0.0 TO 0.3 (PHASE 1)
PROJECT NO.: RPSTPLE-5904(128)
CONTRACT NO.: 321606

for which bids are to be opened on **TUESDAY, OCTOBER 28, 2014**, at 2:00 PM, in the Office of the Clerk of the Board, Humboldt County Courthouse, in Eureka, California.

Know all men by these presents: That we _____

_____, as **PRINCIPAL**,

and _____,

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

\$ _____

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

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

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

_____ day of _____, 20____.

_____(seal)

_____(seal)

PRINCIPAL

_____(seal)

_____(seal)

SURETY

Address: _____

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

CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION

Labor Code Section 3700.

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

- A. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- B. By securing from the Director of Industrial Relations a certificate of consent of self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

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

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

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

PROJECT NO.: RPSTPLE-5904(128)

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

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

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

PROJECT NO.: RPSTPLE-5904(128)

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

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

Exhibit 15-G1 Local Agency Bidder DBE Commitment (Construction Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

AGENCY: HUMBOLDT COUNTY

**PROJECT DESCRIPTION: RED CAP ROAD (8Q100) SHOULDER WIDENING
P.M. 0.0 TO 0.3 (PHASE 1)**

TOTAL CONTRACT AMOUNT:

BID OPENING DATE: OCTOBER 28, 2014

BIDDER'S NAME:

CONTRACT DBE GOAL: 2.7 Percent

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	Cert. No. of DBE AND EXPIRATION DATE	NAME OF DBEs (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE ³

For Local Agency to Complete:			Total Claimed Participation	\$ _____ _____ %
Local Agency Contract Number: CONTRACT NO.: 321606				
Federal Aid Project Number: PROJECT NO.: RPSTPLE-5904(128)				
Federal Share: _____				
Contract Award Date: _____				
Local Agency certifies that all information is complete and accurate.				
Print Name _____ Signature _____ Date _____ Local Agency Representative			Signature of Bidder _____	
(Area Code) Telephone Number: _____			Date _____ (Area Code) Tel. No. _____	
For Caltrans Review:			Person to Contact _____ (Please Type or Print)	
Print Name _____ Signature _____ Date _____ Caltrans District Local Assistance Engineer			Local Agency Bidder - UDBE Commitment (Rev. 3/09)	

Local Agency Bidder - UDBE Commitment (Rev. 3/09)

Distribution: (1) Copy - Fax immediately to the Caltrans District Local Assistance Engineer (DLAE) upon award.
(2) Copy - Include in award package to Caltrans District Local Assistance
(3) Original - Local agency files

INSTRUCTIONS - LOCAL AGENCY BIDDER DBE INFORMATION
(CONSTRUCTION CONTRACTS) (Revised 07/12)

SUCCESSFUL BIDDER:

The form requires specific information regarding the construction contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Contract Amount, Bid Date, Bidder's Name, and Contract Goal.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. The DBE should provide a certification number to the Contractor and expiration date. The DBE contractors should notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on the date bids are opened and include DBE address and phone number). Enter DBE prime and subcontractors certification number. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces if a DBE.

IMPORTANT: Identify all DBE firms participating in the project regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the total DBE dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts); to determine how to count the participation of DBE firms.

Exhibit 15-G (2) must be signed and dated by the successful bidder. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Award Date, Federal Share, Contract and Project Number fields, and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE Information - Good Faith Efforts
RED CAP ROAD (8Q100) SHOULDER WIDENING
P.M. 0.0 TO 0.3 (PHASE 1)

Federal-aid Project No PROJECT NO.: RPSTPLE-5904(128)

CONTRACT NO.: 321606

Bid Opening Date: OCTOBER 28, 2014

The County of Humboldt established a Disadvantaged Business Enterprise (DBE) goal of 2.7% for this project. The information provided herein shows that a good faith effort was made.

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

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

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

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

Publications

Dates of Advertisement

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

Names of DBEs Solicited

Date of Initial Solicitation

Follow Up Methods and Dates

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

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

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

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

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results
-----------------------------	------------------------	---------

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

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

YES ☐ NO ☐

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

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

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

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

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

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

To the COUNTY OF HUMBOLDT, DEPARTMENT OF PUBLIC WORKS:

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

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

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

CERTIFICATION FOR FEDERAL AID CONTRACTS (LOBBYING ACTIVITIES)

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. Bid/offer/application ☐ b. Initial award ☐ c. Post award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: Year _____ Quarter _____ Date of Last report _____
4. Name and Address of Reporting Entity: Prime _____ Subawardee _____ Tier _____, if known Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: _____	7. Federal Program Name/Description: _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known _____	9. Award Amount, if known: _____	
10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i> _____ (attach continuation sheet(s) if necessary)		b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____
11. Amount of Payment (check all that apply): \$ _____ actual _____ planned _____	13. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify: _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or members(s) contacted, for Payment Indicated in Item 11: _____ (attach continuation sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes No		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone Number: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL Standard Form LLL Rev. 09-12-97

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

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

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

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

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION			ADA Notice
FINAL REPORT - UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS			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.

[illegible]

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR/CONSULTANT REPRESENTATIVE'S SIGNATURE			
BUSINESS PHONE NUMBER			

[illegible]

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

RESIDENT ENGINEERS SIGNATURE		BUSINESS PHONE NUMBER		DATE	
------------------------------	--	-----------------------	--	------	--

	DATE
	BUSINESS PHONE NUMBER

[illegible]

COPY DISTRIBUTION - Caltrans contracts	Original - District Construction	Copy - Business Enterprise Program	Copy - Contractor	Copy - Resident Engineer

COPY DISTRIBUTION - Local Agency contracts:	Original - District Local Assistance Engineer	Copy - District Local Assistance Engineer	Copy - Local Agency file
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EXHIBIT 17-O: DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

CONTACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPETION DATE
PRIME CONTRACTOR	BUSINESS ADDRESS				ESTIMATED CONTRACT AMOUNT

[illegible]

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE SIGNATURE	TITLE	BUSINESS PHONE NUMBER	DATE
-------------------------------------	-------	-----------------------	------

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

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT		
RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE

Original copy - DCL
Copy - 1) Business Enterprise Program 2) Prime Contactor 3) Local Agency 4) Resident Engineer

AGREEMENT

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

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

Section 1 - SCOPE OF WORK

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

**RED CAP ROAD (8Q100) SHOULDER WIDENING
P.M. 0.0 TO 0.3 (PHASE 1)
PROJECT NO.: RPSTPLE-5904(128)
CONTRACT NO.: 321606**

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

Section 2 - CONTRACT PRICE

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

Section 3 - CONTRACT DOCUMENTS

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

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

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

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

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

- General Prevailing Wage Rates
- Labor and Surcharge Rates

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

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

Section 4 - BEGINNING OF WORK

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

Section 5 - TIME OF COMPLETION

The work called for in this Agreement shall be commenced within fifteen (15) days of the date of execution of the contract by COUNTY and shall be fully completed within a period of 40 working days beginning on the fifteenth calendar day after the date of said approval of contract.

Section 6 - PREVAILING WAGE

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

Section 7 - WORKERS' COMPENSATION

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

Section 8 - COMPLIANCE WITH LAWS

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

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

Section 9 - NOTICES

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

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

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

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

COUNTY OF HUMBOLDT

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

ATTEST:

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

BY _____
Clerk of the Board

CONTRACTOR

BY _____

TITLE _____

BY _____

TITLE _____

(Two Signatures Required For Corporation)

APPROVED AS TO FORM:

BY _____
Deputy County Counsel

INSURANCE CERTIFICATES REVIEWED
AND APPROVED:

BY _____
Risk Manager

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

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

NOW, THEREFORE, we the Principal and _____, Surety, are held and firmly bound unto the County of Humboldt in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code, with respect to work or labor performed by claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by Sections 3247 et seq. of the Civil Code of California, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinafter set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees, as shall be fixed by the court, awarded and taxed as in the above-mentioned statutes provided.

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

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

PRINCIPAL
BY _____

SURETY
BY _____

Attorney-in-fact

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

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

Name of Surety)

(Address of Surety)
hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)
hereinafter called Owner , in the penal sum of _____
_____ Dollars , \$ _____

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

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

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

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

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

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

ATTEST :

_____ (Principal) Secretary (SEAL)	BY _____ Principal (s)
--	---------------------------

_____ (Witness as to Principal)	_____ Address
_____ Address	_____ Surety

ATTEST :

(SEAL)

_____ (Witness as to Surety)	BY _____ Attorney - in - Fact
_____ Address	_____ Address

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

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

SHEET		1		10	
COUNTY OF HUMBOLDT		DEPARTMENT OF PUBLIC WORKS		RED CAP ROAD SHOULDER WIDENING PHASE B	
DESIGN SECTION		DESIGNED BY: JAC/JAR		COVER SHEET	
DRAWN BY: JAC/JAR		CHECKED BY: JAC/JAR		SHEET INDEX AND DETAILS	
APPROVED BY: JAC/JAR		DATE: 10/12/2014			
DATE: 10/12/2014		PROJECT NO.: 321606		PROJECT NAME: RED CAP ROAD	
CONTRACT NO.: 321606		DRAWING FILE NAME: L:\PROJECTS\321606 Red Cap Road\321606.DWG		SCALE: 1"=100'	
DATE: 10/12/2014		PROJECT NO.: 321606		PROJECT NAME: RED CAP ROAD	
CONTRACT NO.: 321606		DRAWING FILE NAME: L:\PROJECTS\321606 Red Cap Road\321606.DWG		SCALE: 1"=100'	

COUNTY OF HUMBOLDT DEPARTMENT OF PUBLIC WORKS

PROJECT PLANS FOR CONSTRUCTION OF RED CAP ROAD (8Q100) SHOULDER WIDENING PHASE 1 - P.M. 0.00 TO 0.30 PROJECT NO. RPSTPLE-5904(128) CONTRACT NO. 321606

- ### INDEX OF SHEETS
- 1 COVER SHEET
 - 2 CONSTRUCTION AREA SIGNS, QUANTITIES, AND DETAILS
 - 3-6 QUANTITIES, TYPICAL SECTIONS, AND DETAILS
 - 7-8 PLAN AND PROFILE
 - 9 WIRE WALL PLAN, PROFILE, AND SECTION
 - 10 CROSS SECTIONS

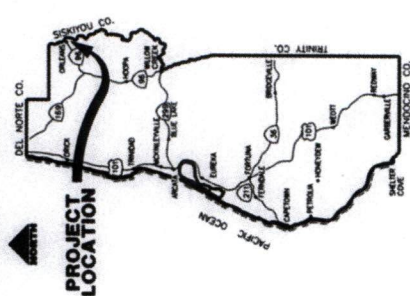
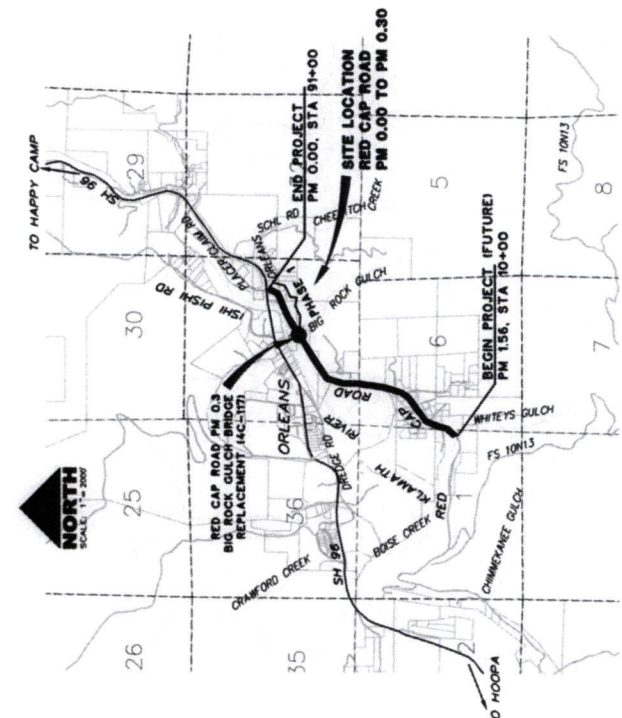
NOTES

THE CONTRACTOR SHALL HAVE A CLASS "A" LICENSE FOR THIS PROJECT.

REFERENCE TO CALTRANS STANDARD PLANS DATED 2010

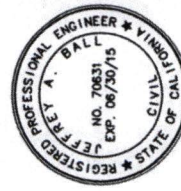
DESIGN DESIGNATION

TRAFFIC VOLUME ADT (PRESENT) - 061=268
DESIGN SPEED V=35 MPH & 45 MPH - (35&45MPH POSTED)



RECOMMENDED

Jeffrey A. Ball
DATE: 9/30/2015



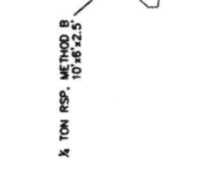
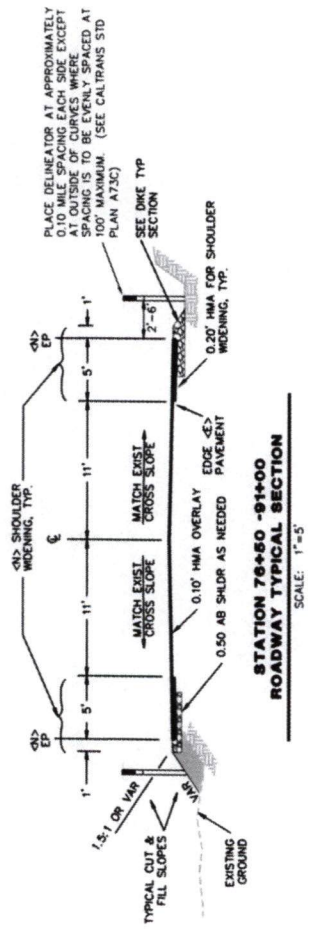
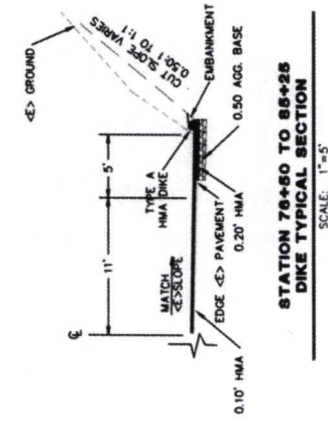
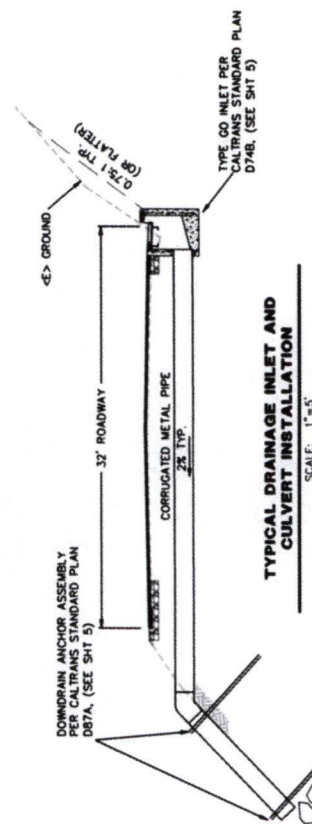
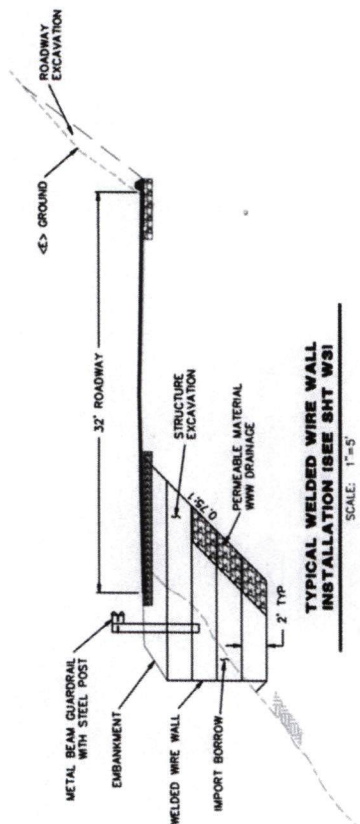
APPROVED

Christopher J. Whitworth
DATE: 9/30/2015



ORIGINAL LOW BID PRICE	CONSTRUCTED BY	RESIDENT ENGINEER
	PROJECT COMPLETED	CONSTRUCTION COST

- 1) SIGNS SHALL BE PLACED AS SHOWN ON PLAN OR AS DIRECTED BY THE ENGINEER.
2) FINAL PLACEMENT OF SIGNS SHALL BE APPROVED BY RESIDENT ENGINEER.
3) ADDITIONAL PORTABLE SIGNS SHALL BE USED AS REQUIRED FOR OTHER ROADSIDE WORK.
4) SEE STANDARD PLAN T13 FOR TRAFFIC CONTROL SYSTEM.
5) IN ADDITION TO CONSTRUCTION AREA SIGNS AND WHEN DIRECTED BY THE RESIDENT ENGINEER, THE CONTRACTOR SHALL UTILIZE FLAGMEN AS NECESSARY TO DIRECT TRAFFIC.
6) DISTANCE TO W20-1 AND G20-2 MAY BE EXTENDED TO ENCOMPASS SITE WITHIN

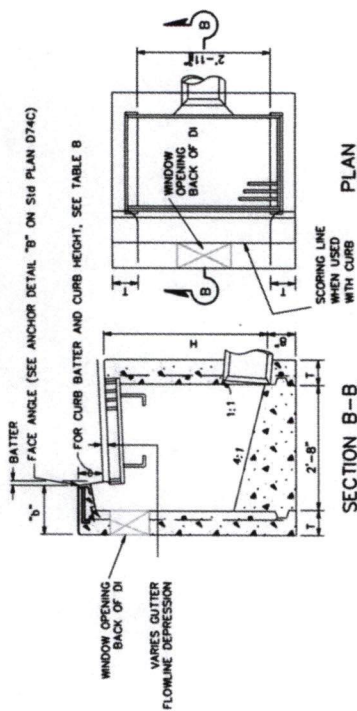


PHASE 1



**WELDED WIRE WALL
/ATION & BACKFILL LIMITS**

N.T.S.



PLAN

SECTION B-B

STATION	EXIST. SIZE	EXIST. LENGTH	REPLACE LENGTH	REPLACE LENGTH	DOWNDRAIN LENGTH	ANCHOR ASSEMBLY	NOTES
26+25	48"	37'	--	--	N/A	N/A	2-48" CMP CULVERTS, <P> WWW HEADWALL
30+78	12"	34'	18"	40'	N/A	N/A	CMP
32+73	12"	13'	18"	15'	N/A	N/A	CMP, DWY CULVERT
33+59	12"	60'	18"	60'	N/A	N/A	CMP, DWY CULVERT
34+85	18" / 24"	35'	24"	40'	N/A	N/A	CMP
50+37	12"	75'	18"	80'	N/A	N/A	CMP, DWY CULVERT
51+44	12"	36'	18"	40'	N/A	N/A	CMP
54+97	18"	60'	18"	60'	N/A	N/A	CMP, <E> OMP, <P> GO DI
60+63	18"	50'	36"	50'	N/A	N/A	CMP, <E> OMP 6", <P> GO DI
64+98	18"	45'	18"	50'	40'	1	CMP, <P> GO DI
72+35	12"	50'	18"	50'	20'	1	CMP, <P> GO DI
83+91	18"	37'	18"	40'	40'	1	CMP, <P> GO DI
TOTAL	18"	435'	100'	--	--	--	--
TOTAL	24"	40'	--	--	--	--	--
TOTAL	36"	50'	--	--	--	--	--

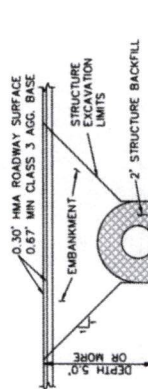
PHASE 1

TABLE A

CONCRETE QUANTITIES			CONCRETE QUANTITIES		
	H=3'-0" TO 8'-0" (1+6) #6@1'-1"	ADDITIONAL PER FOOT (C _F)		H=3'-0" TO 8'-0" (1+6) #6@1'-1"	ADDITIONAL PER FOOT (C _F)
TYPE	H=3'-0" (C _V)	PER FOOT (C _F)	TYPE	H=3'-0" (C _V)	PER FOOT (C _F)
GDO	1.24	0.245	GDO	1.24	0.245
GOO	1.62	0.322	GOO	1.62	0.322

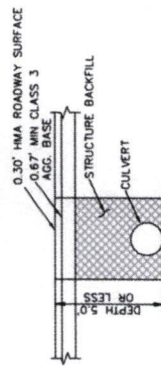
TABLE BASED ON 8" FLOOR SLAB, NO DEDUCTION FOR PIPE OPENINGS, AND CURB TYPE GIVING HIGHEST QUANTITY OF CONCRETE. NO DEDUCTIONS OR ADJUSTMENTS ARE TO BE MADE TO THESE QUANTITIES BECAUSE OF PIPE OPENINGS, DIFFERENT FLOOR ALTERNATIVES OR DIFFERENT CURB TYPE.

NOTE: REFER TO CALTRANS STD PLANS A62F FOR CULVERT INSTALLATION



CULVERT TRENCH DETAIL 2

NOT TO SCALE



CULVERT TRENCH DETAIL 1

NOT TO SCALE

TARIF B

CURB TYPE	NORMAL CURB HEIGHT	CURB BATTER	"a" DIMENSION	"b" DIMENSION
A1-6	6"	12"	1+2"	1+6 1/2"
A1-8	8"	2"	1+7"	1+8"
B1-6	6"	4"	1+5"	1+4"
TYPE A DRIVE	6"	3"	1+6"	1+5"

SURVEY CONTROL & MONUMENT COORDINATES

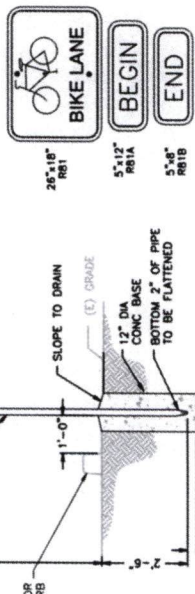
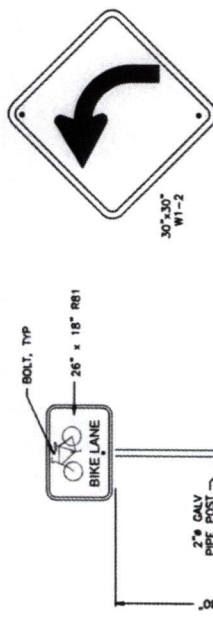
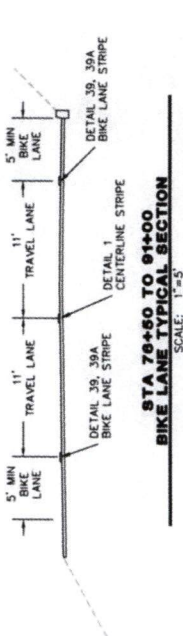
PNT. #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	10000.00	20000.00	432.19	CP800SPINCE
2	10001.96	19819.86	443.07	CP800SPINCE
3	10029.21	20070.13	440.76	CP800SPINCE
4	10639.41	20085.13	428.07	CP800SPINCE
5	11023.67	20329.04	408.52	CP800SPINCE
6	11326.83	20332.29	406.40	CP800SPINCE
7	11587.75	20333.89	407.15	CP800SPINCE
8	11883.31	20251.76	402.84	CP800SPINCE
9	12145.30	20286.21	400.77	CP800SPINCE
10	12404.41	20471.29	397.52	CP800SPINCE
11	10019.98	19824.24	442.95	CP800SPINCE
12	10078.30	20051.07	449.91	CP800SPINCE
13	11331.18	20388.97	430.09	CP800SPINCE
14	10591.44	20192.35	435.09	CP800SPINCE
15	10004.33	19724.91	0.00	CP800SPINCE
16	9913.89	19842.99	0.00	CP800SPINCE
17	10244.63	19697.56	0.00	CP800SPINCE
18	11049.62	20418.07	406.67	CP800SPINCE
19	12701.72	20985.27	404.22	CP800SPINCE
20	12913.77	21342.38	414.35	CP800SPINCE
21	13134.96	21706.86	412.41	CP800SPINCE
22	13338.29	22019.31	412.88	CP800SPINCE
23	13464.45	22524.14	409.04	CP800SPINCE
24	13589.43	22927.65	405.01	CP800SPINCE
25	13734.15	22918.17	416.60	CP800SPINCE
26	14028.72	23183.31	411.34	CP800SPINCE
27	13048.79	21649.65	413.20	CP800SPINCE
28	13187.61	21855.46	413.78	CP800SPINCE
29	13240.24	21916.10	410.43	CP800SPINCE
30	13294.75	21958.16	410.31	CP800SPINCE
31	13744.77	19975.97	460.90	CP800SPINCE
32	13944.08	19572.49	471.41	CP800SPINCE
33	14162.80	19168.85	476.53	CP800SPINCE
34	14378.89	18843.40	477.09	CP800SPINCE
35	14582.76	18641.56	486.44	CP800SPINCE
36	14790.90	18849.62	477.24	CP800SPINCE
37	14153.95	22526.79	369.55	CP800SPINCE
38	14231.53	22448.32	414.28	CP800SPINCE
39	14380.58	21956.28	434.15	CP800SPINCE
40	13704.85	22704.02	408.72	CP800SPINCE
41	13509.58	22374.06	406.89	CP800SPINCE
42	14238.95	22486.77	414.32	CP800SPINCE
43	14193.52	22486.77	378.94	CP800SPINCE
44	14240.97	22405.19	373.96	CP800SPINCE
45	14267.92	23105.17	417.72	CP800SPINCE

DATE OF FIELD SURVEY: MAY, JUNE 2010 & JULY 2013
BASIS OF BEARING: BOOK 21 OF SURVEYS PAGE 59
BASIS OF ELEVATION: NGVD 29 PER TIES TO USGS GAGE UPSTREAM OF THE US 96 BRIDGE. CP#100
w=414.32

FROM STATION 10+00 TO STATION 36+85½ RIGHT-OF-WAY IS 50' WIDE, 25' EACH SIDE OF CENTERLINE
TOGETHER SUBDIVISION MAP DEDICATIONS TO THE COUNTY OF HUMBOLDT FOR PUBLIC ROAD PURPOSES
UNDER SURVEY WITH SLOPE MAINTENANCE EASEMENTS IN SOME CASE(S). SEE:
BOOK 7 OF MAPS, PAGES 73-74; BOOK 22 OF MAPS, PAGES 26-27; BOOK 8 OF PARCEL MAPS,
PAGES 13-14; BOOK 9 OF PARCEL MAPS, PAGES 15-16; BOOK 10 OF PARCEL MAPS, PAGES 17-18;
BOOK 11 OF PARCEL MAPS, PAGES 19-20; BOOK 12 OF PARCEL MAPS, PAGES 21-22; BOOK 13 OF
PARCEL MAPS, PAGES 23-24; BOOK 14 OF PARCEL MAPS, PAGES 25-26; BOOK 15 OF PARCEL MAPS,
PAGES 27-28; BOOK 16 OF PARCEL MAPS, PAGES 29-30; BOOK 17 OF PARCEL MAPS, PAGES 31-32;
BOOK 18 OF PARCEL MAPS, PAGES 33-34; BOOK 19 OF PARCEL MAPS, PAGES 35-36; BOOK 20 OF
PARCEL MAPS, PAGES 37-38; BOOK 21 OF PARCEL MAPS, PAGES 39-40; BOOK 22 OF PARCEL MAPS,
PAGES 41-42; BOOK 23 OF PARCEL MAPS, PAGES 43-44; BOOK 24 OF PARCEL MAPS, PAGES 45-46;
BOOK 25 OF PARCEL MAPS, PAGES 47-48; BOOK 26 OF PARCEL MAPS, PAGES 49-50; BOOK 27 OF
PARCEL MAPS, PAGES 51-52; BOOK 28 OF PARCEL MAPS, PAGES 53-54; BOOK 29 OF PARCEL MAPS,
PAGES 55-56; BOOK 30 OF PARCEL MAPS, PAGES 57-58; BOOK 31 OF PARCEL MAPS, PAGES 59-60;
BOOK 32 OF PARCEL MAPS, PAGES 61-62; BOOK 33 OF PARCEL MAPS, PAGES 63-64; BOOK 34 OF
PARCEL MAPS, PAGES 65-66; BOOK 35 OF PARCEL MAPS, PAGES 67-68; BOOK 36 OF PARCEL MAPS,
PAGES 69-70; BOOK 37 OF PARCEL MAPS, PAGES 71-72; BOOK 38 OF PARCEL MAPS, PAGES 73-74;
BOOK 39 OF PARCEL MAPS, PAGES 75-76; BOOK 40 OF PARCEL MAPS, PAGES 77-78; BOOK 41 OF
PARCEL MAPS, PAGES 79-80; BOOK 42 OF PARCEL MAPS, PAGES 81-82; BOOK 43 OF PARCEL MAPS,
PAGES 83-84; BOOK 44 OF PARCEL MAPS, PAGES 85-86; BOOK 45 OF PARCEL MAPS, PAGES 87-88;
BOOK 46 OF PARCEL MAPS, PAGES 89-90; BOOK 47 OF PARCEL MAPS, PAGES 91-92; BOOK 48 OF
PARCEL MAPS, PAGES 93-94; BOOK 49 OF PARCEL MAPS, PAGES 95-96; BOOK 50 OF PARCEL MAPS,
PAGES 97-98; BOOK 51 OF PARCEL MAPS, PAGES 99-100; BOOK 52 OF PARCEL MAPS, PAGES 101-102;
BOOK 53 OF PARCEL MAPS, PAGES 103-104; BOOK 54 OF PARCEL MAPS, PAGES 105-106; BOOK 55 OF
PARCEL MAPS, PAGES 107-108; BOOK 56 OF PARCEL MAPS, PAGES 109-110; BOOK 57 OF PARCEL
MAPS, PAGES 111-112; BOOK 58 OF PARCEL MAPS, PAGES 113-114; BOOK 59 OF PARCEL MAPS,
PAGES 115-116; BOOK 60 OF PARCEL MAPS, PAGES 117-118; BOOK 61 OF PARCEL MAPS, PAGES
119-120; BOOK 62 OF PARCEL MAPS, PAGES 121-122; BOOK 63 OF PARCEL MAPS, PAGES 123-124;
BOOK 64 OF PARCEL MAPS, PAGES 125-126; BOOK 65 OF PARCEL MAPS, PAGES 127-128; BOOK 66
OF PARCEL MAPS, PAGES 129-130; BOOK 67 OF PARCEL MAPS, PAGES 131-132; BOOK 68 OF
PARCEL MAPS, PAGES 133-134; BOOK 69 OF PARCEL MAPS, PAGES 135-136; BOOK 70 OF PARCEL
MAPS, PAGES 137-138; BOOK 71 OF PARCEL MAPS, PAGES 139-140; BOOK 72 OF PARCEL MAPS,
PAGES 141-142; BOOK 73 OF PARCEL MAPS, PAGES 143-144; BOOK 74 OF PARCEL MAPS, PAGES
145-146; BOOK 75 OF PARCEL MAPS, PAGES 147-148; BOOK 76 OF PARCEL MAPS, PAGES 149-150;
BOOK 77 OF PARCEL MAPS, PAGES 151-152; BOOK 78 OF PARCEL MAPS, PAGES 153-154; BOOK 79
OF PARCEL MAPS, PAGES 155-156; BOOK 80 OF PARCEL MAPS, PAGES 157-158; BOOK 81 OF
PARCEL MAPS, PAGES 159-160; BOOK 82 OF PARCEL MAPS, PAGES 161-162; BOOK 83 OF PARCEL
MAPS, PAGES 163-164; BOOK 84 OF PARCEL MAPS, PAGES 165-166; BOOK 85 OF PARCEL MAPS,
PAGES 167-168; BOOK 86 OF PARCEL MAPS, PAGES 169-170; BOOK 87 OF PARCEL MAPS, PAGES
171-172; BOOK 88 OF PARCEL MAPS, PAGES 173-174; BOOK 89 OF PARCEL MAPS, PAGES 175-176;
BOOK 90 OF PARCEL MAPS, PAGES 177-178; BOOK 91 OF PARCEL MAPS, PAGES 179-180; BOOK 92
OF PARCEL MAPS, PAGES 181-182; BOOK 93 OF PARCEL MAPS, PAGES 183-184; BOOK 94 OF
PARCEL MAPS, PAGES 185-186; BOOK 95 OF PARCEL MAPS, PAGES 187-188; BOOK 96 OF PARCEL
MAPS, PAGES 189-190; BOOK 97 OF PARCEL MAPS, PAGES 191-192; BOOK 98 OF PARCEL MAPS,
PAGES 193-194; BOOK 99 OF PARCEL MAPS, PAGES 195-196; BOOK 100 OF PARCEL MAPS, PAGES
197-198; BOOK 101 OF PARCEL MAPS, PAGES 199-200; BOOK 102 OF PARCEL MAPS, PAGES 201-
202; BOOK 103 OF PARCEL MAPS, PAGES 203-204; BOOK 104 OF PARCEL MAPS, PAGES 205-206;
BOOK 105 OF PARCEL MAPS, PAGES 207-208; BOOK 106 OF PARCEL MAPS, PAGES 209-210; BOOK
107 OF PARCEL MAPS, PAGES 211-212; BOOK 108 OF PARCEL MAPS, PAGES 213-214; BOOK 109
OF PARCEL MAPS, PAGES 215-216; BOOK 110 OF PARCEL MAPS, PAGES 217-218; BOOK 111 OF
PARCEL MAPS, PAGES 219-220; BOOK 112 OF PARCEL MAPS, PAGES 221-222; BOOK 113 OF
PARCEL MAPS, PAGES 223-224; BOOK 114 OF PARCEL MAPS, PAGES 225-226; BOOK 115 OF
PARCEL MAPS, PAGES 227-228; BOOK 116 OF PARCEL MAPS, PAGES 229-230; BOOK 117 OF
PARCEL MAPS, PAGES 231-232; BOOK 118 OF PARCEL MAPS, PAGES 233-234; BOOK 119 OF
PARCEL MAPS, PAGES 235-236; BOOK 120 OF PARCEL MAPS, PAGES 237-238; BOOK 121 OF
PARCEL MAPS, PAGES 239-240; BOOK 122 OF PARCEL MAPS, PAGES 241-242; BOOK 123 OF
PARCEL MAPS, PAGES 243-244; BOOK 124 OF PARCEL MAPS, PAGES 245-246; BOOK 125 OF
PARCEL MAPS, PAGES 247-248; BOOK 126 OF PARCEL MAPS, PAGES 249-250; BOOK 127 OF
PARCEL MAPS, PAGES 251-252; BOOK 128 OF PARCEL MAPS, PAGES 253-254; BOOK 129 OF
PARCEL MAPS, PAGES 255-256; BOOK 130 OF PARCEL MAPS, PAGES 257-258; BOOK 131 OF
PARCEL MAPS, PAGES 259-260; BOOK 132 OF PARCEL MAPS, PAGES 261-262; BOOK 133 OF
PARCEL MAPS, PAGES 263-264; BOOK 134 OF PARCEL MAPS, PAGES 265-266; BOOK 135 OF
PARCEL MAPS, PAGES 267-268; BOOK 136 OF PARCEL MAPS, PAGES 269-270; BOOK 137 OF
PARCEL MAPS, PAGES 271-272; BOOK 138 OF PARCEL MAPS, PAGES 273-274; BOOK 139 OF
PARCEL MAPS, PAGES 275-276; BOOK 140 OF PARCEL MAPS, PAGES 277-278; BOOK 141 OF
PARCEL MAPS, PAGES 279-280; BOOK 142 OF PARCEL MAPS, PAGES 281-282; BOOK 143 OF
PARCEL MAPS, PAGES 283-284; BOOK 144 OF PARCEL MAPS, PAGES 285-286; BOOK 145 OF
PARCEL MAPS, PAGES 287-288; BOOK 146 OF PARCEL MAPS, PAGES 289-290; BOOK 147 OF
PARCEL MAPS, PAGES 291-292; BOOK 148 OF PARCEL MAPS, PAGES 293-294; BOOK 149 OF
PARCEL MAPS, PAGES 295-296; BOOK 150 OF PARCEL MAPS, PAGES 297-298; BOOK 151 OF
PARCEL MAPS, PAGES 299-300; BOOK 152 OF PARCEL MAPS, PAGES 301-302; BOOK 153 OF
PARCEL MAPS, PAGES 303-304; BOOK 154 OF PARCEL MAPS, PAGES 305-306; BOOK 155 OF
PARCEL MAPS, PAGES 307-308; BOOK 156 OF PARCEL MAPS, PAGES 309-310; BOOK 157 OF
PARCEL MAPS, PAGES 311-312; BOOK 158 OF PARCEL MAPS, PAGES 313-314; BOOK 159 OF
PARCEL MAPS, PAGES 315-316; BOOK 160 OF PARCEL MAPS, PAGES 317-318; BOOK 161 OF
PARCEL MAPS, PAGES 319-320; BOOK 162 OF PARCEL MAPS, PAGES 321-322; BOOK 163 OF
PARCEL MAPS, PAGES 323-324; BOOK 164 OF PARCEL MAPS, PAGES 325-326; BOOK 165 OF
PARCEL MAPS, PAGES 327-328; BOOK 166 OF PARCEL MAPS, PAGES 329-330; BOOK 167 OF
PARCEL MAPS, PAGES 331-332; BOOK 168 OF PARCEL MAPS, PAGES 333-334; BOOK 169 OF
PARCEL MAPS, PAGES 335-336; BOOK 170 OF PARCEL MAPS, PAGES 337-338; BOOK 171 OF
PARCEL MAPS, PAGES 339-340; BOOK 172 OF PARCEL MAPS, PAGES 341-342; BOOK 173 OF
PARCEL MAPS, PAGES 343-344; BOOK 174 OF PARCEL MAPS, PAGES 345-346; BOOK 175 OF
PARCEL MAPS, PAGES 347-348; BOOK 176 OF PARCEL MAPS, PAGES 349-350; BOOK 177 OF
PARCEL MAPS, PAGES 351-352; BOOK 178 OF PARCEL MAPS, PAGES 353-354; BOOK 179 OF
PARCEL MAPS, PAGES 355-356; BOOK 180 OF PARCEL MAPS, PAGES 357-358; BOOK 181 OF
PARCEL MAPS, PAGES 359-360; BOOK 182 OF PARCEL MAPS, PAGES 361-362; BOOK 183 OF
PARCEL MAPS, PAGES 363-364; BOOK 184 OF PARCEL MAPS, PAGES 365-366; BOOK 185 OF
PARCEL MAPS, PAGES 367-368; BOOK 186 OF PARCEL MAPS, PAGES 369-370; BOOK 187 OF
PARCEL MAPS, PAGES 371-372; BOOK 188 OF PARCEL MAPS, PAGES 373-374; BOOK

FROM STA. 36+85± TO 61+60± AND STATION 86+30± TO END OF PROJECT IS IMPLIED COMMON LAW DEDICATION VIA LONGTIME PUBLIC USE AND PURPOSES BY THE COUNTY. A 30' WIDE STRIP, 25' EACH SIDE OF CENTERLINE IS IDENTIFIED FOR PURPOSES OF THIS PROJECT, ALTHOUGH MORE R/W MAY EXIST. A SMALL PORTION OF THE PROJECT IS LESS THAN 50' WIDE BUT NO IMPROVEMENTS ARE PLANNED OUTSIDE OF EXISTING FENCES (AFFECTS AREA NEAR STATION 13+00).

FROM STATION 61+60± TO STATION 86+30± OVER LANDS OF USA, RIGHT-OF-WAY IS 66' WIDE, 33' EACH SIDE OF CENTERLINE PER USE PERMIT WITH US FOREST SERVICE, OTHER THAN THE AREA NEAR BIG GULCH BRIDGE, APPROX. STATION 75+75. AREA NEAR BIG GULCH BRIDGE IS IMPLIED COMMON LAW EASEMENT FOR AN IRREGULARLY SHAPED AREA.



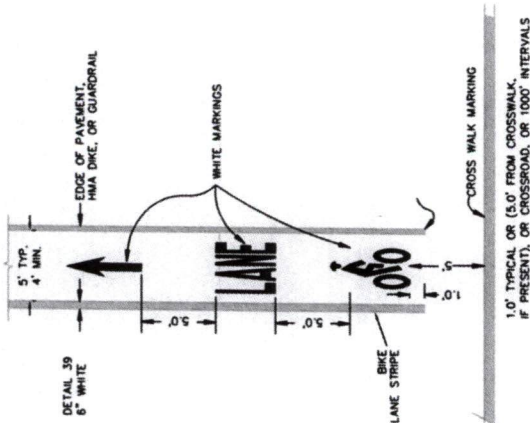
SIGN DETAILS

DESIGN INSTALLATION DETAIL

NEW SIGN SUMMARY

SIGN TYPE	QTY	PHASE 1	DESCRIPTION	LOCATION	SIZE (HxW)
R81 & R81A	2	1	BIKE LANE, BEGIN	17+500(R), 91+00(L)	18"x26", 5"x12"
R81 & R81B	2	1	BIKE LANE, END	17+500(L), 91+00(R)	18"x26", 5"x8"
R81	4	0	BIKE LANE	46+00(R/L), 69+00(R/L)	18"x26"
WW1-2	2	0	CURVE WARNING SIGN	25+300(L), 27+75(R)	30"x30"

DESIGN DETAILS ARE GOVERNED BY CALTRANS STANDARD PLANS "ROAD SIDE SIGNS INSTALLATION DETAILS" RS1, RS2, RS3, RS4; THE MUTCD; AND CURRENT COUNTY OF HUMBOLDT DPW STANDARDS.

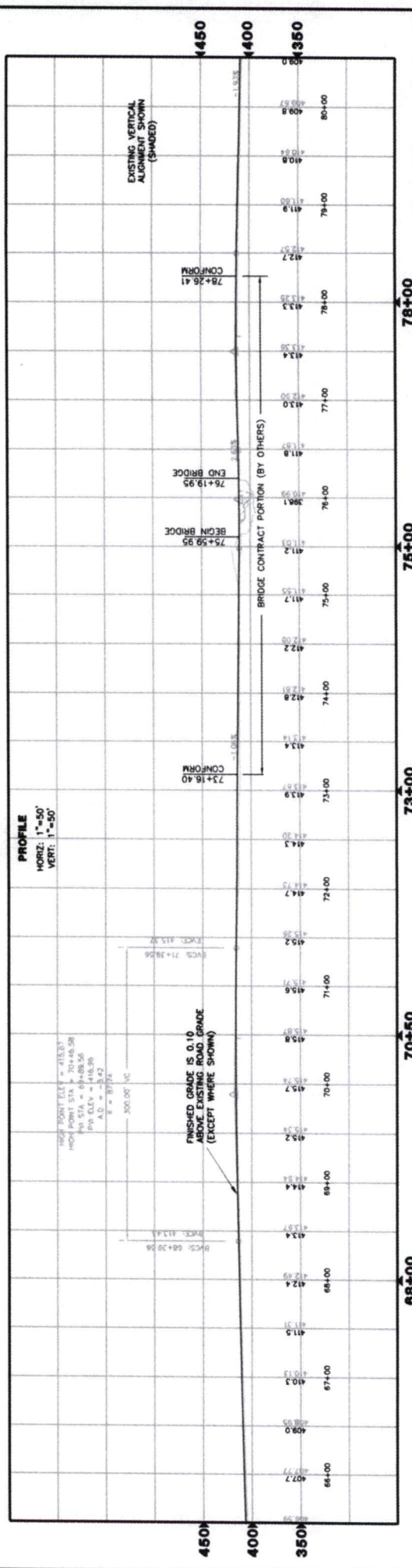


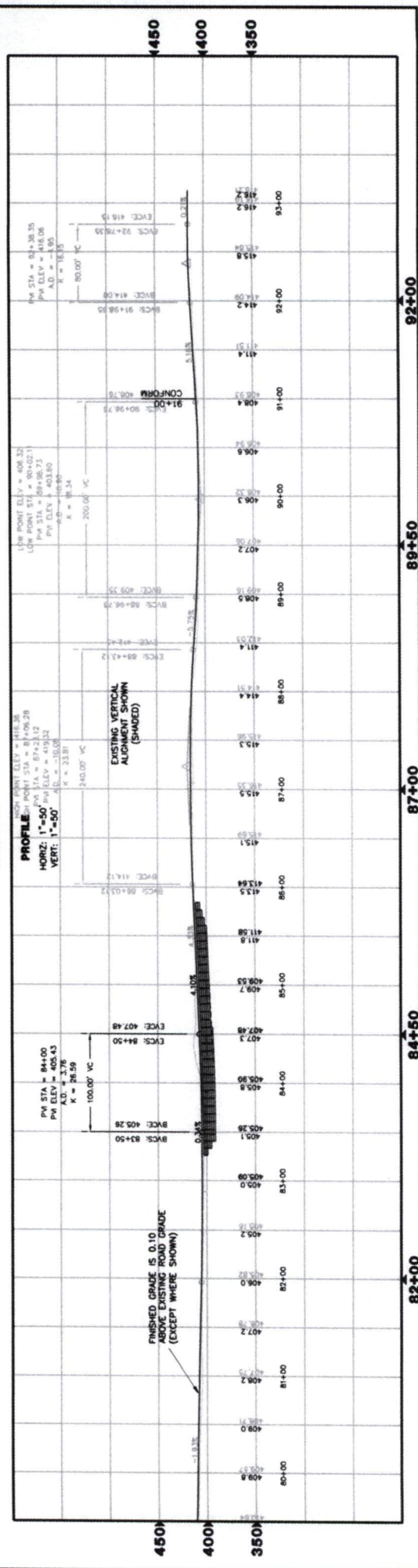
BICYCLE LANE MARKINGS DETAIL

STRIPING AND MARKING SUMMARY

THERMOPLASTIC PAVEMENT MARKING			PHASE 1
DESCRIPTION	COLOR	AREA	
STOP BAR	WHITE	60	15
STOP (6 TOT.) (22sf)	WHITE	1.32	44
WHEAD (1 TOT.) (31sf)	WHITE	.31	31
3.5" MPH (2 TOT.) (16.5sf)	WHITE	.33	0
BIKE LANE SYMBOL (14 TOT.) (14sf)	WHITE	196	56
TOTAL		452.64	146sf

THERMOPLASTIC PAVEMENT STRIPING			PHASE 1
DESCRIPTION	COLOR	LENGTH	
DETAIL 1	4" YELLOW	7680	1480
DETAIL 21	4" YELLOW	120	50'
DETAIL 39 & 39A	6" WHITE	15360'	2900
		TOTAL	23,160 4430







PROJECT NAME: RED CAP ROAD	DATE: 10/01/2014
PROJECT NO.: 1000-030	PROJECT NO.: 1000-030
CONTRACT NO.: 10000	CONTRACT NO.: 10000
DESIGNED BY: JACOB	DESIGNED BY: JACOB
CHECKED BY: JACOB	CHECKED BY: JACOB
APPROVED BY: JACOB	APPROVED BY: JACOB
DATE: 10/01/2014	DATE: 10/01/2014

