

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 BRIDGE REPLACEMENT OVER BIG
ROCK GULCH AT P.M. 0.30**

**PROJECT NO.: BRLO-5904(113)
CONTRACT NO.: 594021**

130 WORKING DAYS

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

BIDS OPEN: FEBRUARY 21, 2017

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

SPECIAL NOTICES

- The Contractor must cease all operations and ensure one lane of traffic is open at all times during a two-week period currently scheduled for August 24 thru September 4, 2015 for the Panamnik World Renewal Ceremony. The Panamnik World Renewal Ceremony will be scheduled for a similar two-week period in 2017.
- Permits obtained for this project include Section 401, Section 404 and Section 1602. These permits are included in the material handout.
- Work within the streambed, channel and bank is confined to the period of June 1 to October 31 of any year.

SPECIAL PROVISIONS

NOTICE TO CONTRACTORS,
PROPOSAL AND CONTRACT

FOR

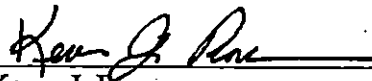
**RED CAP ROAD BRIDGE REPLACEMENT OVER BIG ROCK GULCH AT
P.M. 0.30**

**PROJECT NO.: BRLO-5904(113)
CONTRACT NO.: 594021**

Prepared by

**Drake Haglan and Associates
11060 White Rock Road, Suite 200
Rancho Cordova, CA 95670**

Recommended:



Kevin J. Ross
RCE No. 49652, Expires 09/30/2018

10/18/16
Date



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STANDARD PLANS LIST

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

A10A	Abbreviations (Sheet 1 of 2)
RSP 10B	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)
A20A	Pavement Markers and Traffic Lines, Typical Details
A20B	Pavement Markers and Traffic Lines, Typical Details
A62A	Excavation and Backfill - Miscellaneous Details
A62C	Limits of Payment for Excavation and Backfill - Bridge
A73A	Object Markers
A73B	Markers
A73C	Delineators, Channelizers and Barricades
RSP A77L1	Midwest Guardrail System Standard Railing Section (Wood Post with Wood Block)
RSP A77M1	Midwest Guardrail System Standard Hardware
RSP A77N1	Midwest Guardrail System Wood Post and Wood Block Details
RSP A77N3	Midwest Guardrail System Typical Line Post Embedment and Hinge Point Offset Details
RSP A77N4	Midwest Guardrail System Typical Railing Delineation and Dike Positioning Details
RSP A77N5	Midwest Guardrail System Typical Vegetation Control Standard Railing Section
RSP A77N6	Midwest Guardrail System Typical Vegetation Control for Terminal System End Treatments
RSP A77N7	Midwest Guardrail System Typical Vegetation Control at Structure Approach
RSP A77U2	Midwest Guardrail System Connections to Bridge Railings without Sidewalks Details No. 2
RSP A77U4	Midwest Guardrail System Transition Railing (Type WB-31)
RSP A78A	Thrie Beam Barrier - Standard Barrier Railing Section (Wood Post with Wood Block)
RSP A87B	Hot Mix Asphalt Dikes
H51	Erosion Control Details - Fiber Roll and Compost Sock
H52	Rolled Erosion Control Product
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)
RSP T13	Traffic Control System for Lane Closure on Two Lane Conventional Highways

T51	Temporary Water Pollution Control Details (Temporary Silt Fence)
T53	Temporary Water Pollution Control Details (Temporary Cover)
T57	Temporary Water Pollution Control Details (Temporary Check Dam)
T58	Temporary Water Pollution Control Details (Temporary Construction Entrance)
T59	Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)
T60	Temporary Water Pollution Control Details (Temporary Reinforced Silt Fence)
T65	Temporary Water Pollution Control Details [Temporary Fence (Type ESA)]
B0-1	Bridge Details
B0-3	Bridge Details
B0-13	Bridge Details
B6-10	Utility Openings, T-Beam
RSP B6-21	Joint Seals (Maximum Movement Rating = 2")
RSP B11-47	Cable Railing
RSP B11-60	Concrete Barrier Type 80 (Sheet 1 of 2)
RS1	Roadside Signs, Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post, Typical Installation Details No. 2
RS4	Roadside Signs, Typical Installation Details No. 4

CANCELED STANDARD PLANS LIST

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

A40A Canceled on January 15, 2016

A77A1 Canceled on July 19, 2013

A77A2 Canceled on July 19, 2013

A77B1 Canceled on July 19, 2013

A77C1 Canceled on July 19, 2013

A77C2 Canceled on July 19, 2013

A77C3 Canceled on July 19, 2013

A77C4 Canceled on July 19, 2013

RSP A77C5 Canceled on July 19, 2013

RSP A77C6 Canceled on July 19, 2013

RSP A77C7 Canceled on July 19, 2013

RSP A77C8 Canceled on July 19, 2013

RSP A77C9 Canceled on July 19, 2013

RSP A77C10 Canceled on July 19, 2013

A77E1 Canceled on July 19, 2013

A77E2 Canceled on July 19, 2013

A77E3 Canceled on July 19, 2013

A77E4 Canceled on July 19, 2013

A77E5 Canceled on July 19, 2013

A77E6 Canceled on July 19, 2013

A77F1 Canceled on July 19, 2013

A77F2 Canceled on July 19, 2013

A77F3 Canceled on July 19, 2013

A77F4 Canceled on July 19, 2013

A77F5 Canceled on July 19, 2013

A77G1 Canceled on July 19, 2013

A77G2 Canceled on July 19, 2013

A77G3 Canceled on July 19, 2013

A77G4 Canceled on July 19, 2013

A77G5 Canceled on July 19, 2013

A77G6 Canceled on July 19, 2013

A77G7 Canceled on July 19, 2013

A77G8 Canceled on July 19, 2013

A77H1	Canceled on July 19, 2013
A77H2	Canceled on July 19, 2013
A77H3	Canceled on July 19, 2013
A77I1	Canceled on July 19, 2013
A77I2	Canceled on July 19, 2013
A77J1	Canceled on July 19, 2013
A77J2	Canceled on July 19, 2013
A77J3	Canceled on July 19, 2013
A77J4	Canceled on July 19, 2013
A77K1	Canceled on July 19, 2013
A77K2	Canceled on July 19, 2013
P3	Canceled on July 19, 2013
C8A	Canceled on July 19, 2013
C8B	Canceled on July 19, 2013
C8C	Canceled on July 19, 2013
D72	Canceled on July 15, 2016
RSP D73	Canceled on July 15, 2016
D74A	Canceled on July 15, 2016
RSP D74B	Canceled on July 15, 2016
D74C	Canceled on July 15, 2016
D98E	Canceled on October 30, 2015
B3-1	Canceled on April 20, 2012
B3-2	Canceled on April 20, 2012
B3-3	Canceled on April 20, 2012
B3-4	Canceled on April 20, 2012
B3-7	Canceled on April 20, 2012
B3-8	Canceled on April 20, 2012
S7	Canceled on July 19, 2013
S14	Canceled on July 19, 2013
S41	Canceled on July 19, 2013
S42	Canceled on July 19, 2013
S43	Canceled on July 19, 2013
S44	Canceled on July 19, 2013
S45	Canceled on July 19, 2013

S46	Canceled on July 19, 2013
S47	Canceled on July 19, 2013
S120	Canceled on July 19, 2013
S121	Canceled on July 19, 2013
S122	Canceled on July 19, 2013
S123	Canceled on July 19, 2013
S124	Canceled on July 19, 2013
S125	Canceled on July 19, 2013
S126	Canceled on July 19, 2013
S127	Canceled on July 19, 2013
S128	Canceled on July 19, 2013
S129	Canceled on July 19, 2013
S130	Canceled on July 19, 2013
S131	Canceled on July 19, 2013
S132	Canceled on July 19, 2013
S133	Canceled on July 19, 2013
S134	Canceled on July 19, 2013
S135	Canceled on July 19, 2013
ES-6H	Canceled on July 19, 2013
ES-6I	Canceled on July 19, 2013
ES-6J	Canceled on July 19, 2013
ES-7I	Canceled on July 19, 2013
ES-8	Canceled on January 20, 2012
ES-10	Canceled on July 20, 2012
ES-12A	Canceled on October 30, 2015
ES-12B	Canceled on October 30, 2015
ES-15B	Canceled on April 15, 2016



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, FEBRUARY 21, 2017, 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 BRIDGE REPLACEMENT OVER BIG ROCK GULCH at
P.M. 0.30
PROJECT NO.: BRLO-5904(113)
CONTRACT NO.: 594021

Bids are required for the entire work as described herein:

The road and bridge work to be done consists, in general, of, traffic control, cultural monitoring, clearing, detours, earthwork to construct widening, construct voided slab concrete bridge No. 4C-0117 on steel piling and remove existing bridge, construct soldier pile wall, place aggregate base and hot mix asphalt paving and dikes, shoulder backing, clean and paint soldier piles, connect water system to bridge, place rock slope protection, barrier rail and 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 **130 working days**. The Engineer's Estimate for this work is: **\$1,870,000**.

INDIAN PREFERENCE

This contract shall be executed in accordance with the Indian Preference Act 1934, 25 CFR Part 5 Preference in Employment and the Karuk Tribe TITLE 5 TERO Ordinance. All BIDDERS requesting Indian preference shall submit their request for Indian preference to the Karuk Tribe office at least one week before the bid submittal date for approval.

TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO)

All BIDDERS acknowledge that a 2% TERO fee will be imposed on the gross value of any contract initiated within the interior/exterior boundaries of the Karuk Ancestral Territory, provided that the total contract or annual gross revenues meet or exceed \$2,500. Contact Dion Wood, TERO Officer, at (530) 493-1600 Ext 2030, for questions on the Karuk TERO policy.

Notice: The work is subject to a 2-week shutdown scheduled for August 26 until September 4, 2015 due to the Panamnik World Renewal Ceremony.

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 **3.9 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.

Add to section 2-1.06B:

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Included in the <i>Information Handout</i>	Foundation Report; Bridge As-Built, Phase II Environmental Site Assessment, Area of Direct Impact Map showing AMA areas, Orleans Water District water line as-built, Section 401 Permit, Section 404 Permit, Section 1602 Permit

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:

- 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.

Replace “Reserved” in section 2-1.28-2-1.29 with:

Indian Preference

1. To give preference in employment opportunities under this contract to the greatest extent feasible to Indians who can perform required work, regardless of age (subject to existing laws and regulations), sex, religion, or Tribal affiliation. To the maximum extent feasible and consistent with the efficient performance of this contract, the Contractor further agrees to give preference to the greatest extent feasible in employment and training opportunities under this contract to Indians who are not fully qualified to perform regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation.
2. The Contractor also agrees to give preference to Indian Organizations and Indian-owners economic enterprises in the awarding of any subcontracts to the greatest extent feasible and

consistent with the efficient performance of this contract. The Contractor shall maintain statistical records as are necessary to indicate compliance with this paragraph.

- B. In connection with the Indian employment preference requirements of this clause, the Contractor shall provide opportunities for on-the-job training incident to such employment that will increase the vocational effectiveness of an Indian employee.
- C. If the Contractor is unable to fill its employment and training opportunities after giving full consideration to Indians as required by this clause, those needs may be satisfied by selection of persons other than Indian in accordance with applicable fair employment practices.
- D. If no Indian organizations or Indian-owned economic enterprises are available under reasonable terms and conditions, including price, for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract by applying fair, competitive contracting practices.
- E. As used in this clause:

- i. The term "Indian" means a person who is a member of an Indian Tribe or qualifies as a California Indian according to federal law. If the Contractor has reason to doubt that a person seeking employment preference is an Indian, the Contractor shall grant the preference but shall require the individual to provide evidence within 30 days from start of employment.
- ii. The term "Indian Tribe" means an Indian Tribe, pueblo, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688; 43 U.S.C. 16311) which is recognized as eligible for the special programs and services provided by the United States to Indian because of their status as Indians.
- iii. The term "Indian Organization" means the governing body of any Indian Tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451); and,
- iv. The term "Indian-owned Economic Enterprise" means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, provided that such Indian ownership shall constitute not less than 51% of the enterprise, and that ownership shall encompass active operation and control of the enterprise.

T.E.R.O.

The Karuk Tribe's Tribal Employment Rights Ordinance (TERO) shall apply. A copy of the Ordinance will be available for review at the information office located at the County of Humboldt, Department of Public Works, 1106 Second Street, Eureka CA 95501. Successful bidders shall be required to obtain a TERO permit prior to the start of work in which covered employers with a construction contract must pay a one-time fee of two-percent (2%) of the total gross amount of the contract, including change orders, where the total contract amount is at least Two Thousand Five Hundred Dollars (\$2,500.00). The TERO permit fees required by the Karuk Tribe for this project will be considered a part of the mobilization item. See section 9-1.16d "Mobilization"). The amount of the fees paid by the Contractor will be included in the first monthly partial payment made for mobilization.

Dion Wood, TERO Officer
Karuk Tribe
P.O. Box 1016
Happy Camp, CA 96039
(530) 493-1600 Ext 2030 – phone
dwood@karuk.us

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

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

AA

Add to section 3-1.04:

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

shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings. Any addenda or bulletins issued during the time of bidding, or forming a part of the documents issued to the Bidder for the preparation of his bid, shall be covered in the bid, and shall become a part of the Agreement.

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

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

Replace section 3-1.05:

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

Replace section 3-1.07:

- I. THIS CONTRACT/AGREEMENT SHALL NOT BE EXECUTED BY COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurance, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- II. Without limiting Contractor's indemnification provided herein, Contractor shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Contractor, its agents, employees or subcontractors:
 - A. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001), in an amount of \$1,000,000 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:
 - (1) The County, its officers, employees and agents, are covered as additional insured for liability arising out of the operations performed by or on behalf of Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, agents, and employees.
 - (2) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to County by certified mail.
 - (3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

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

Replace paragraph 4, section 3-1.18:

[illegible]

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

Replace section 5-1.13B(2) with:

5-1.13B(2) PERFORMANCE OF DISADVANTAGED BUSINESS ENTERPRISES

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

DBEs must perform work or supply materials as listed in the Caltrans Bidder - DBE - Commitment form specified in Section 2, "Bidding," of these special provisions.

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

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

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

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

1. 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:

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

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

Add to section 7-1.11A:

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

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

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

Add to section 7-1.11A:

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

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

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

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

Add to section 7-1.11A:

TITLE VI ASSURANCES

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

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

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Maintain records and submit reports documenting your performance under this section

FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

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

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

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

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

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

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

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

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

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

a. Financial decisions _____

b. Management decisions, such as:

1. Estimating _____

2. Marketing and sales _____

3. Hiring and firing of management personnel _____

4. Purchasing of major items or supplies _____

c. Supervision of field operations _____

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

Affidavit

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

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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, 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 contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant"

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Female and Minority Goals

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

The nationwide goal for female utilization is 6.9 percent.

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

Minority Utilization Goals

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

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

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

Training

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

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

You have primary responsibility for meeting this training requirement.

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

Include these training requirements in your subcontract.

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

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

Before starting work, submit to the County of Humboldt

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

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

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

Do not employ as an apprentice or trainee an employee:

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

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

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

1. It is calculated to:

- 1.1. Meet the your equal employment opportunity responsibilities

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:

130 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.

Add to section 8-1.06A:

For a two week period in August/September for the Panamnik World Renewal Ceremony. The days during this suspension are non-working days.

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: \$3,000.00 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.

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9 PAYMENT

Add to section 9-1.16C:

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

1. Steel Soldier Piling (W12x58)
2. Steel Soldier Piling (W12x72)
3. Steel Soldier Piling (W14x145)
4. Steel Soldier Piling (W14x233)
5. Furnish Steel Piling (HP12x74)
6. Furnish Precast Prestressed Concrete Slab
7. Bar Reinforcing Steel (Bridge)
8. Bar Reinforcing Steel (Wall Facing)
9. Bar Reinforcing Steel (Epoxy Coated)(Bridge)
10. Timber Lagging
11. Rock Slope Protection Fabric (Class 8)
12. Miscellaneous Metal (Bridge)

- 13. Midwest Guardrail System (Wood Post)
- 13. Tubular Railing
- 14. Cable Railing
- 15. Transition Railing (Type WB-31)

Add to section 9-1.16d:

Mobilization is eligible for partial payments if the Contract includes a bid item for mobilization. The Department makes the partial payments under Pub Cont Code § 10264. If the Contract does not include a mobilization bid item, mobilization is included in the payment for the various bid items.

The Department pays the item total for mobilization in excess of 10 percent of the total bid in the 1st payment after Contract acceptance.

“The TERO permit fees required by the Karuk Tribe for this project will be considered a part of the mobilization item. The amount of the fees paid by the Contractor will be included in the first monthly partial payment made for mobilization.”

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

Replace “Reserved” in section 10-4 with:

10-4 FURNISH FIELD OFFICE

10-4.01 GENERAL

Section 10-4 includes specifications for furnishing a field office and associated services for the exclusive use of the Engineer.

You must provide the office beginning 14 days before project work begins and ending 21 days after final acceptance. Facilities remain your property upon completion of the contract. You must perform all site work to

set up and remove the office. Provide weatherproof buildings or trailers in good condition and meet all applicable ordinances, safety codes, and regulations. Facilities and their location are subject to approval.

You are responsible for providing a separate, private, professional working area for the Resident Engineer's Office. The field office must be safe, sanitary and include the appropriate electrical service, potable water supply, toilet accommodations and waste disposal services.

You must pay:

1. sanitary and utility bills (electricity, phone and water) promptly
2. the cost for all connection and disconnection fees for electricity, phone, water service, sanitary service, fax and high speed internet
3. rental of all of the office and furnishings
4. all costs associated with days of delay in closing the office including, but not limited to, weather and/or contractor schedule completions delays
5. and maintain insurance for such facility to cover any losses of equipment or material within this space

The field office shall be reasonably secure, and if determined necessary by the Engineer, shall be enclosed by a 6 foot high chain link fence with a gate around the building and parking area.

10-4.02 MATERIALS

You must supply a field office with the minimum requirements:

1. 400 square feet floor space, with separate room for Resident Engineer's office
2. Locking outside doors, deadbolt with keys (minimum 2 doors)
3. Alarm system with 24 hour monitoring service
4. Slip proof tread and handrails on steps as required
5. Windows with locks, provide adequate cross ventilation in all rooms
6. 7 foot (min) ceiling height
7. Electrical lighting
8. Heat and air conditioning able to maintain 72 degrees Fahrenheit
9. Adequate electrical outlets and surge protectors
10. Adequate electricity (120 volt, 60 cycle)
11. Adequate potable water supply
12. Portable Restroom with Hand Washing System
13. Parking for 4 vehicles (min)
14. Janitorial services

You must furnish the office at a minimum with:

1. 3 Tables 30" wide 8' long x 30" high
2. 1 File cabinet, 4-drawer, fire resistant metal with lock and keys
3. 3 Desks, 30" x 60"
4. 3 Desk lamps
5. 4 Office chairs and 6 folding chairs
6. 1 - 5 shelf Bookcase, 3' wide x 1' deep x 6' high minimum
7. 3 - 3 shelf Bookcase, 3' wide x 1' deep x 4' high minimum
8. 1 48"x72" dry erase board with pens and eraser
9. 1 Fire extinguisher
10. 1 Refrigerator, 6 cubic feet
11. 1 Microwave Oven
12. 1 Water cooler with hot/cold taps and water delivery service

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

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

12-5.03B Stationary Lane Closures

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

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

12-5.04 PAYMENT

The contract lump sum price paid for Traffic Control System includes all flagging costs.

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.

AA

13 WATER POLLUTION CONTROL

Insert into section 13-1.01:

Preliminary calculations by the Engineer indicate that the project's disturbed soil area is 0.45 acres not including stockpile sites or Contractor's staging area.

Replace section 13-11 with:
13-11 TEMPORARY STREAM DIVERSION

13-11.01 GENERAL

13-11.01A Summary

Section 13-11 includes specifications for installing Temporary Stream Diversion.

13-11.01B Submittals

Submit shop drawings for the Temporary Diversion. Shop drawings must include:

1. Construction details, including any deviation from the details shown on the plans.
2. Temporary diversion installation and removal sequence.
3. Description of equipment to be used for installation and removal.

Alternative designs for the diversion may be submitted, however, any diversion proposed must have an equivalent or greater cross sectional area for water flow as the diversion shown on the plans.

13-11.02 MATERIALS

Materials must be specified on the Shop Drawings.

13-11.03 CONSTRUCTION

Place the stream diversion prior to initiation of bridge removal activities and any other work that directly affects the stream channel.

Used materials may be installed provided the used materials are good, sound and are suitable for the purpose intended.

When no longer required for the work, remove the temporary stream diversion from job site. Restore the channel to pre-project conditions with respect to topography and elevation.

13-11.04 PAYMENT

The work to be performed for Temporary Stream Diversion will be paid for on a lump sum basis. This includes installation, dewatering, maintenance and removal. Progress payments will be 50% of item amount upon complete installation of diversion system and start of dewatering period. The remaining 50% of item amount will be paid upon removal of diversion system and complete restoration of channel.

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14 ENVIRONMENTAL STEWARDSHIP

Insert into section 14-1.02A:

The following mitigation measures will be incorporated to protect the environmentally sensitive area (ESA). Before start of work, protect the ESA by installing Temporary Fence (Type ESA) as authorized by the County Natural Resources Department and/or other qualified personnel.

Limited access to the ESA is allowed for biological monitoring, water sampling, or release of encroaching wildlife. Notify the Engineer 2 business days before the planned entry date. Any other access to an ESA is prohibited.

- 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 period between August 24th and September 4th. These dates will be verified with the Tribe at the start of construction and the specified dates 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 artifacts, archaeological, cultural or natural resources until the Inspector gives approval to proceed.

3. In the event that protective measures such as ESA fencing need to be adjusted, eliminated, or moved, such changes will require the approval of the inspector.

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.

Add to section 14-2.03A:

AMAs within, near, or straddling the project limits are shown on the area of impact map included as a material handout.

Add to Section 14-6.04:

Portions of this project may be located within the jurisdiction of the following agencies:

- California Department of Fish and Game

- California Water Quality Control Board
- United States Army Corp of Engineers
- National Oceanic & Atmospheric Administration Fisheries / National Marine Fisheries Services
- United States Fish and Wildlife Service

The Contractor shall fully inform himself of the requirements of the permits, rules, regulations, and conditions that may govern the Contractor's operations in these areas and shall conduct the work accordingly.

It is unlawful for any person to substantially divert or obstruct the natural flow or substantially change the bed, channel, or bank of any stream, river, or lake without first notifying the Department of Fish and Wildlife, unless the project or activity is noticed and constructed in accordance with all conditions imposed under Fish and Wildlife Code Section 1601.

The Department of Public Works is authorizing the performance of the work based upon no discharge of any unsuitable materials into the stream or waterway area. Contractor shall provide a means of protection that will ensure that no materials that are to be removed or placed will remain in the waterway area when the construction is complete.

Typical requirements of the above agencies are summarized, but not limited to, the following:

1. All instream work shall be completed by October 31, 2016.
2. The Contractor shall utilize an approved erosion control plan as follows (details shown on plans):

Sand bagged silt fences will be installed in the creek, both upstream and downstream of the construction site. Any accumulated sediment will be removed to an approved disposal site.

All disturbed drainages flowing into the creek will have straw bale sediment dams installed on them. Any accumulated sediment will be removed to an approved disposal site.

In addition to these methods, excavated material that is suitable for backfill will be temporarily stockpiled on the closed portions of or adjacent to the county road near the work site. Unsuitable material will be removed to an approved disposal site.

3. Water Management Plan:

Water will continue to flow through the existing culvert during the excavation to remove it. Once most of the soil is removed from around the existing pipe, the creek will be dammed for the period it takes to remove the old culvert. A flow bypass consisting of a sand bagged dam surrounding a temporary diversion pipe that will carry the creek flows beyond the construction area and deposit it onto a temporary river run splash pad. This bypass flow will be gravity driven.

If it is necessary to pump water from the footing excavations during construction, that water will be discharged into a suitable area as described in the permit at a sufficient distance to prevent any sediment from entering the creek.

Construction is proposed to end prior to the beginning of the upstream migration of any adult salmonids. Streamflows during the construction period will be minimal and is expected to be less than one cubic foot per second. A qualified fish biologist possessing a current collection permit will survey the project reach prior to flow diversion. That biologist (hired directly by the county) will be responsible for removing any salmonids present in the project reach.

4. Capture and relocation of Salmonids:

All work involved in constructing fish barriers, locating and capturing salmonids or other wildlife and removing them to other locations will be done by others and is not a part of the Contractors' operations. However, the Contractor shall coordinate his work such that as soon as he is advised that the stream is clear through the reach of the project, he will start stream diversion or other operations necessary to begin construction of the culvert.

The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

Replace section 14-6.05 with:

14-6.05 CONTRACTOR-SUPPLIED BIOLOGIST

14-6.05A General

14-6.05A(1) Summary

Section 14-6.05 includes specifications for providing a Contractor-supplied biologist to monitor construction, provide reports, and other activities to protect regulated species that may be harmed during construction activities. The contractor supplied biologist must be available to arrive on site within 2-4 hours when not specifically required to be onsite. For construction activities that occur when the contractor supplied biologist is not onsite, a biological monitor shall oversee work activities. The biological monitor must have sufficient training as specified in Section 14-6.02C(4) of these special provisions.

14-6.05A(2) Submittals

14-6.05A(2)(a) Qualifications

Within 7 days after Contract approval, submit each biologist's name, resume, and statement of qualifications. Allow 15 days for review. If the submittal is incomplete, the Engineer will provide comments. Within 7 days after receiving the Engineer's comments, update and resubmit qualifications data. Do not start construction activities until the Contractor-supplied biologist is authorized.

14-6.05A(2)(b) Protocols

Within 30 days before beginning survey activities, submit protocols for species protection surveys for acceptance.

14-6.05A(2)(c) Pre-Construction Survey Report

Not Used

14-6.05A(2)(d) Initial Monitoring Report

Not Used

14-6.05A(2)(e) Monitoring Report

Not used

14-6.05A(2)(f) Incident Report

Notify the Engineer within 30 minutes upon discovery of injured or dead special status species. Submit an Incident Report within 24 hours of the discovery of injured or dead special status species.

14-6.05A(2)(g) Annual Monitoring Report

Not used.

14-6.05A(2)(h) Final Monitoring Report

Submit no later than 20 days after completion of the project.

14-6.05A(3) Quality Control and Assurance**14-6.05A(3)(a) Qualifications**

Not Used

14-6.05A(3)(b) Protocols

Use protocols required in PLACs.

14-6.05B Materials

Not Used

14-6.05C Construction**14-6.05C(1) General**

Not Used

14-6.05C(2) Pre-construction Survey

Survey the work area for nesting birds within 14 days before starting construction activities.

Survey the bridge for bats or recent use no more than 7 days prior to starting construction activities.

14-6.05C(3) Protective Radius

Upon discovery of a regulated species, stop construction activities within a 100-ft radius of the discovery. Immediately notify the Engineer. Do not resume activities until the Engineer notifies you.

14-6.05C(4) Monitoring Schedule

Monitor according to PLAC requirements.

14-6.05C(5) Monitoring Duties

The biologist must:

1. Monitor for regulated species within the project area.
2. Assure that construction activities do not result in take of regulated species.
3. Assure that construction activities comply with PLACs.
4. Immediately notify the Engineer of any take of regulated species.
5. Prepare, submit, and sign notifications and reports.

14-6.05C(6) Notification and Reporting

All reports must include the following:

1. PLAC requirement implementation
2. Name(s) of the biologist(s) conducting biological activity

3. Date(s) and time(s) of monitoring
4. Locations and activities monitored
5. Representative photographs
6. Findings
7. If regulated species are observed, reports must recommend actions to protect the regulated species
8. Name of the biologist who prepared the report
9. Signature of the biologist certifying the accuracy of the report

The Incident Report includes:

1. Description of any take incident
2. Species name and number taken
3. Details of required notifications with contact information
4. Corrective actions proposed or taken
5. Disposition of taken species

The Annual Monitoring Report includes:

1. Construction beginning and ending dates
2. Identification of project impacts on the species covered in the plan
3. Species protection measures with protection measure implementation details
4. Incidental take details, including species name, number taken, people contacted, contact information, and disposition of taken species
5. An assessment of the effectiveness of the species protection measures to mitigate project impacts
6. Recommendations to improve efficiency of protection measures to mitigate impacts to regulated species

The Final Monitoring Report must be a cumulative report following the format of the Annual Monitoring Report.

14-6.05D Payment

Not Used

Replace "Reserved" in section 14-11.08 with:

14-11.08A General

Section 14-11.08 includes specifications relating to the disturbance of existing paint systems.

The existing paint system on bridge number 04C-0117 contains; lead. Any work that disturbs the existing paint system exposes workers to health hazards and produces:

1. Debris containing heavy metal in amounts that exceed the thresholds established in 8 CA Code of Regs and 22 CA Code of Regs. This debris is a Department-generated hazardous waste.
2. Toxic fumes when heated.

Grime and detritus already on the bridge before the start of work may also contain lead. Consider this grime and detritus part of the existing paint system. The Department is the hazardous waste generator if the Engineer accepts waste-characterization test results demonstrating that the debris is a hazardous waste.

Contain all debris produced when the existing paint system is disturbed. If containment measures are inadequate to contain and collect debris produced when the existing paint system is disturbed, stop the work and do not perform additional work until:

1. Revised debris containment and collection plan has been authorized

2. Released material has been collected and contained

Handle, store, transport, and dispose of debris produced when the existing paint system is disturbed under applicable federal, state, and local hazardous waste laws.

14-11.08B Submittals

14-11.08B(1) General

Not Used

14-11.08B(2) Debris Containment and Collection Plan

Submit a debris containment and collection plan. The plan must:

1. Identify materials, equipment, and methods to be used when the existing paint system is disturbed
2. Include shop drawings of:
 - 2.1. Containment systems complying with section 59-2.03B(3)
 - 2.2. Components that provide ventilation, air movement, and visibility for worker safety
3. Include the name and location of the analytical laboratory that will perform the analyses
4. Identify the hazardous waste transporter that will haul the debris and provide documentation of
 - 4.1 Current DTSC registration
 - 4.2 Compliance with the CA Highway Patrol Biennial Inspection of Terminals Program
5. Include the name and location of the disposal facility that will accept the hazardous waste

Allow 20 days for review.

If required, submit a revised debris containment and collection plan.

14-11.08B(3) Lead Compliance Plan

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

14-11.08B(4) Air Monitoring Reports

Not Used

14-11.08B(5) Soil Sampling Results for Debris Containment Verification

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

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

Soil sampling results must include:

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

14-11.08B(6) Waste-Characterization Test Results

Submit waste-characterization test results for the debris and chain of custody documentation before:

1. Requesting the Engineer's signature on the disposal facility's waste profile document
2. Requesting a generator's EPA Identification Number

3. Removing the debris from the site

14-11.08B(7) Request for U.S. Environmental Protection Agency Identification Number

Submit a request for the generator's EPA Identification Number when the Engineer accepts waste-characterization test results documenting that the debris is a hazardous waste.

14-11.08B(8) Disposal Documentation

Submit documentation from the receiving landfill or recycling facility confirming proper disposal within 5 business days of transporting debris from the project.

14-11.08C Safety and Health Provisions

14-11.08C(1) General

Comply with 8 CA Code of Regs, including § 1532.1.

14-11.08C(2) Protective Work Clothing and Washing Facilities

Supply clean protective work clothing for 5 Department personnel:

1. Whenever there is possible exposure to heavy metals or silica dust
2. During application of paint undercoats

Replace protective work clothing as needed.

Protective work clothing and washing facilities must be inspected and authorized for use by Department personnel before starting any activity with the potential for lead exposure.

Protective work clothing remains your property upon completion of the Contract.

14-11.08D Work Area Monitoring

Not Used

14-11.08D(2) Air Monitoring

Not Used

14-11.08D(3) Soil Sampling for Debris Containment

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

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

The laboratory that analyzes the samples must be certified by CDPH's Environmental Laboratory Accreditation Program (ELAP) for all analyses to be performed.

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

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

In areas without exposed soil, the concentrations of heavy metals in the work area must not increase when the existing paint system is disturbed. Any visible increase in the concentrations of heavy metals must be removed.

14-11.08E Debris Management

14-11.08E(1) Debris Storage

Debris produced when the existing paint system is disturbed must not be temporarily stored on the ground. Before the end of each work shift, remove accumulated debris from the containment system. Store the debris as a hazardous waste.

14-11.08E(2) Debris Waste Characterization

Perform waste characterization testing on the debris as required by the disposal facility including:

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

From the first 220 gal of hazardous waste or portion thereof, if less than 220 gal of hazardous waste are produced, a minimum of 4 randomly selected samples must be taken and analyzed individually. Samples must not be composited. From each additional 880 gal of hazardous waste or portion thereof, if less than 880 gal are produced, a minimum of 1 additional random sample must be taken and analyzed.

Use chain of custody procedures consistent with chapter 9 of US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846) while transporting samples from the job site to the analytical laboratory. The laboratory must be certified by the CDPH's Environmental Laboratory Accreditation Program (ELAP) for all analyses to be performed.

Before performing the analyses, the laboratory must homogenize each sample. The homogenization process must not include grinding of the samples. A sample aliquot must be:

1. Obtained in an amount large enough for all analyses to be performed
2. Homogenized a 2nd time
3. Used for the total and soluble analyses after the 2nd homogenization

14-11.08E(3) Debris Transport and Disposal

14-11.08E(3)(a) General

For bidding purposes, assume the debris is a hazardous waste.

14-11.08E(3)(b) Hazardous Waste Debris

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

1. Within 30 days after accumulating 220 lb of debris
2. At an appropriately permitted Class I facility located in California

Make all arrangements with the operator of the disposal facility.

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

Use a hazardous waste manifest and a transporter using vehicles with current DTSC registration certificate when transporting hazardous waste. The Engineer provides the generator's EPA Identification Number and signs all manifests as the hazardous waste generator within 2 business days of accepting the waste-characterization test results and receiving your request for the generator's EPA Identification Number.

14-11.08E(3)(c) Nonhazardous Waste Debris

If waste characterization test results demonstrate that the debris is a nonhazardous waste and the Engineer accepts the results, dispose of the debris at an appropriately permitted CA Class II or CA Class III facility or recycle it. Make all arrangements with the operator of the disposal facility and comply with the facility's requirements.

You may dispose of nonhazardous debris at a facility equipped to recycle the debris if:

1. Copper slag abrasive blended by the supplier with a calcium silicate compound is used for blast cleaning.
2. You make all arrangements with the recycling facility's operator and perform any facility-required testing of the debris.

The Department does not adjust payment for disposal of nonhazardous debris at a recycling facility.

Add to section 14-11

14-11.11 SAMPLING AND REMOVAL OF ASBESTOS CONTAINING MATERIALS

14-11.11A General

14-11.11A(1) Summary

Section 14-11.50 includes specifications for inspection for asbestos-containing material (ACM), sample collection and analysis of suspected ACM, regulatory notification, ACM removal, and ACM disposal.

14-11.11A(2) Definitions

asbestos: Includes chrysotile, amosite, crocidolite, tremolite, anthrophyllite, actinolite and any of these minerals that has been chemically treated and/or altered.

asbestos-containing material (ACM): Any building material, including asbestos cement pipe containing commercial asbestos in an amount greater than 1% by weight, area, or count.

certified asbestos consultant (CAC): An asbestos consultant certified by the Division of Occupational Safety and Health under 8 Code of Regulations, Sections 341.15 and 1529.

certified industrial hygienist: A person certified in the practice of industrial hygiene by the American Board of Industrial Hygiene.

friable ACM: Any material containing more than 1 percent (%) asbestos by area that hand pressure can crumble, pulverize or reduce to powder when dry".

non-friable ACM: Asbestos fibers are tightly bound into the matrix of the material and should not become an airborne hazard as long as the material remains intact and undamaged, and is not sawed, sanded, drilled or otherwise abraded during removal (Asbestos Hazard Emergency Response Act (AHERA)).

14-11.11A(3) Submittals

14-11.11A(3)a Asbestos Inspection Work Plan (Removal or Renovation)

At least 20 days before starting removal or renovation, submit an asbestos inspection work plan that establishes the procedures to comply with requirements for asbestos inspection, including:

1. **Sampling procedures.** ACM sampling methods must meet USEPA, SW-846, "Test Methods for Evaluating Solid Waste," Volume II: Field Manual, Physical/Chemical, Chapter Nine Section 9.1. Use a laboratory certified by the California Department of Public Health, Environmental Laboratory Accreditation Program for analysis of ACM samples
2. **Analytical method for analyses.** Samples must be analyzed for asbestos according to

Analytical Method 600/R-93-116 specified in 40 Code of Federal Regulations (CFR) Part 763 Subpart F, Appendix A (Polarized Light Microscopy).

3. **Sample handling and preservation.** Transport samples under chain of custody to the laboratory within 24 hours of sampling. The laboratory must test the samples within 48 hours. Submit laboratory results as soon as they are available. Supply a summary report of sampling protocols, photographs of the structures and of the locations where samples were taken, chain of custody, analysis and laboratory data sheets to the Engineer within 15 days of completion of sampling.

Do not start sampling and analysis work until the plan is accepted by the Engineer. If the plan is unacceptable, it will be returned to you within 10 business days of the submittal for revision. The Engineer must have 5 business days to review and authorize or reject the revised plan from the date the revised plan is received. The plan must be prepared and signed by a CAC. Sampling and analysis must comply with USEPA Asbestos/NESHAP Regulated Asbestos Containing Materials Guidance. The Engineer returns the plan within 15 business days of the submittal for revision if needed. Revise the plan within 5 business days and resubmit. The Engineer accepts the revised plan within business 5 days if revisions address any deficiencies.

Collect a minimum of one sample per suspected ACM location. For pipes and other linear components of suspected ACM, collect one sample per 5 feet of exposed material. Sample all exposed suspected ACM on the structure. Sample suspected ACM encapsulated in concrete when exposed during demolition.

14-11.11A(3)b Asbestos Sampling and Analysis Report

Submit a report on the asbestos inspection within 10 days after completion of the inspection. The report must include:

1. Sampling protocols
2. Photographs of the structures and of the locations where samples were taken
3. Chain of Custody
4. Laboratory data

Allow 5 business days for the Engineer to review and accept the report. Make any changes requested for acceptance within business 5 days. Submit 4 copies of the final report to the Engineer.

14-11.11A(3)c Air Quality Management District (AQMD) or Air Pollution Control District (APCD) Notification of Demolition

Provide a copy of the required notification form and attachments to the Engineer before submittal to the AQMD or APCD. Submit a NESHAP Notification under section 14-9.02.

14-11.11A(3)d Asbestos Compliance Plan

Prepare an Asbestos Compliance Plan (ACP) to prevent or minimize exposure to asbestos. The ACP must be signed by an American Board-certified industrial hygienist before submission to the Engineer for review and acceptance. Submit the ACP to the Engineer at least 15 business days before beginning work in areas containing or suspected to contain asbestos. The ACP must comply with section 7-1.01A, "Labor Code Requirements" of the Standard Specifications and contain as a minimum:

1. Identification of key personnel for the project
2. Scope of Work and equipment that will be used
3. Job hazard analysis for work assignments
4. Summary of risk assessment
5. Personal protective equipment
6. Delineation of work zones on-site
7. Decontamination procedures
8. General safe work practices

9. Security measures
10. Emergency response plans
11. Worker training

14-11.11A(3)e Removal Work Plan

Prepare a work plan for the removal, storage, transportation and disposal of ACM. Removal and management of ACM must be performed by a contractor registered under section 6501.5 of the Labor Code and certified under section 7058.6 of the Business and Professions Code.

Asbestos removal procedures include:

1. Installing asbestos warning signs at perimeters of abatement work areas.
2. Wetting asbestos materials with sprayers.
3. Containing large volumes of asbestos materials in disposal bins for temporary storage until removed from the site.
4. Providing manifests for disposal upon completion for the Engineer to sign.
5. Providing transporters registered to transport hazardous waste in the state of California under the Health and Safety Code Ch 6.5, Div 20 and 22 Code of Regs, Div 4.5.
6. Disposing of asbestos materials at a permitted disposal facility.
7. Working in accordance with federal, state, and local requirements for asbestos work.

14-11.11A(4) Quality Control and Assurance

14-11.11A(4)a Qualifications

The person in charge of asbestos inspection and abatement planning must be a certified asbestos consultant.

The person in charge of asbestos removal must be registered under Labor Code § 6501.5 and certified under Bus & Prof Code § 7058.6.

14-11.11A(4)b Regulatory Requirements

Codes, which govern removal and disposal of materials containing asbestos include:

1. California Health and Safety Code, Division 20, Chapter 6.5, Hazardous Waste Control.
2. California Code of Regulations, Title 8, General Industry Safety Order 5208 Asbestos.
3. California Code of Regulations, Title 8, Sections 1529 and 341
4. California Code of Regulations, Title 22, Division 4.5
5. Occupational Safety and Health Administration, Part 26 (amended), of Title 29 of the Code of Federal Regulations.
6. Code of Federal Regulations (CFR), Title 40, Part 61, subpart M.

Notify the APCD or the AQMD of changes to removal or demolition plans, including discovery of ACM during demolition, within 2 business days of the change. Notify the Division of Occupational Safety and Health under 8 CA Code of Regs § 341.9.

14-11.11A(4)c Training, Equipment and Medical Surveillance

Before starting work in areas containing or suspected to contain asbestos, personnel who have no prior training or are not current in their training status, including State personnel in the work area, must complete a safety training program that meets the requirements of 8 CA Code of Regs § 1529. Provide a written certification of completion of safety training for trained personnel before starting work in areas containing or suspected to contain asbestos.

Provide training, personal protective equipment, and medical surveillance required by the Asbestos Compliance Plan to 3 State personnel.

14-11.11B Materials

Not used

14-11.11C Construction

14-11.11C(1) Asbestos Inspection (Bridge Removal)

Complete an inspection to determine if ACM or suspected ACM is present within the structure at least 30 days before starting bridge removal. Submit the name of the laboratory that will perform the asbestos analysis and copy of the ELAP certification with fields of testing before beginning any sampling or analysis.

14-11.11C(2) Suspected ACM discovered during demolition or excavation

If suspected ACM is discovered during demolition, the portion of the work that involves the suspected ACM must be performed by or under the direction of licensed and certified personnel. Test the suspected ACM in compliance with USEPA Asbestos/NESHAP Regulated Asbestos Containing Materials Guidance.

14-11.11C(3) Removal

Comply with 8 CA Code of Regs § 1529 and § 341. Remove friable ACM using the wetting method. Remove and handle all non-friable ACM to prevent breakage. Non-friable ACM such as asbestos cement pipe must be disposed of to a landfill facility permitted to accept ACM. The removal of ACM encased in concrete or other similar structural material is not required before demolition, but must be adequately wetted whenever exposed during demolition. Prevent visible emissions from all ACM removal activities.

Mark all regulated work areas with the following or equivalent warning:

**DANGER
ASBESTOS
CANCER AND LUNG DISEASE HAZARD
AUTHORIZED PERSONNEL ONLY**

14-11.11C(4) Packaging Comply with 22 CA Code of Regs, Div 4.5, Chapter 12, Article 3 requirements for packaging and labeling removed ACM. Place removed ACM in approved containers (double ply, 0.06-inch minimum thickness, plastic bags) with caution labels affixed to bags. Caution labels must have conspicuous, legible lettering, that spells out the following or equivalent warning:

**DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD**

The removed materials containing asbestos may be placed directly into a covered, lockable roll off or drop box that has the same caution label affixed on all sides.

14-11.11C(5) Transportation

All haulers of friable ACM must have current registration with the State Department of Toxic Substances Control (DTSC) for transporting hazardous waste and must have a U.S. Environmental Protection Agency Identification Number (U.S. EPA I.D. Number). All vehicles used to transport hazardous waste material must carry a valid registration during transport.

14-11.11C(6) Disposal

Dispose of friable and non-friable waste containing asbestos at a disposal facility permitted to accept the waste and that meets all the requirements specified by federal, state and local regulations. Notify the proper authorities at the disposal site in advance of delivery of ACM. Provide a copy of all waste shipment records to the Engineer within 35 days after shipment.

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19 EARTHWORK

Add to section 19-1.01A:

Earthwork activities include finishing the roadway. Comply with section 22.

Backfill designated as clean river run rock shown on the project plans sheets 8 & 9, shall be a clean, well-graded material from a source approved by the Engineer, of which at least 75% by weight is cobble between 4" to 12" in size, or similar grading as No. 2 RSP found in Section 72-2.02A of the Caltrans Standard Specifications. Clean river run rock shall be hosed down after placement to wash remaining fines down to the bottom of the streambed – this is a permit condition to eliminate sediment or turbidity releases into Klamath River after first rain events.

Add to section 19-3.01A(1):

Structure backfill includes constructing the geocomposite drain at the abutments. Geocomposite drain must comply with section 68-7.

Structure backfill (Soldier Pile Wall) does not include constructing the geocomposite drain at the soldier pile walls. Geocomposite drain for soldier pile walls must comply with section 68-7.

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

Surplus excavated material is your property and must 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 section 19-4 with:

19-4 ROCK EXCAVATION

19-4.01 GENERAL

19-4.01A Summary

Section 19-4 includes specifications for performing rock excavation and presplitting rock to form rock excavation slopes.

You may use hydraulic splitters, pneumatic hammers, or other authorized roadway excavation techniques to fracture rock and construct stable final rock cut faces. Blasting is not allowed.

Comply with section 12.

19-4.04 PAYMENT

Rock excavation is measured as specified for roadway excavation in section 19-2.04.

Rock excavation for abutment construction is measured as specified for structure excavation (rock) in section 19-3.04.

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DIVISION IV SUBBASES AND BASES

26 AGGREGATE BASES

Add to 26-1.02B:

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

Add to 26-1.04t:

Payment for the bid item Class 2 Aggregate Base will include minor embankment as shown on the typical sections of the project plans.

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DIVISION V SURFACINGS AND PAVEMENTS

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 gradation.

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DIVISION VI STRUCTURES

48 TEMPORARY STRUCTURES

Replace "Reserved" in section 48-6 with:

48-6 TEMPORARY BRIDGE (RAILROAD FLATCAR DETOUR)

48-6.01 GENERAL

48-6.01A Summary

Section 48-6 includes specifications for constructing a detour.

Structure Excavation and Structure Backfill must comply with Section 19-3.

A detour is to be constructed at the bridge site as shown on the plans. Work in the river or stream areas shall conform to all requirements of the controlling agencies as listed on permits or in these special provisions.

Material required to construct fills shall be an imported river gravel from a source approved by the Engineer. Where shown on the plans a suitable engineering fabric shall be placed under the fill to protect the original ground surface. Upon completion of the detour use, all temporary fills shall be completely removed and the original grade restored.

A rail flatcar bridge is to be supplied to the site by County or other forces. The bridge as supplied may require re-installation of, or new, curbs and/or railing. All work to prepare the bridges for traffic following installation will be considered to be a part of constructing the detour.

48-6.01B Definitions

Reserved

48-6.01C Submittals

Reserved

48-6.02 MATERIALS

Not Used

48-6.03 CONSTRUCTION

The railroad flatcar is to be placed at the detour location by the Contractor. Upon completion of the project the contractor will return the flatcar to the County in the same condition and at the same point as delivered. The contractor is responsible for any damage to the flat car caused by his operations.

The Contractor shall install and maintain wood wheel guards and wood handrails to the satisfaction of the Engineer. Damaged wheel guards and handrails shall be immediately replaced and shall be maintained in good working order as long as the detour is in use.

As a minimum, wheel guards shall consist of 4x6 timber over 4x6 blocks bolted with two 1/2" bolts at 4' O.C. to the railroad flatcar. It is the Contractors responsibility to provide wheel guards that will adequately protect the public.

As a minimum, handrails shall consist of 3 rails of 2x4 lumber attached to 4x6 posts at 5' O.C. Rails are bolted to the posts with two 3/8" bolts. Posts are secured to the flatcar with four 1/2" bolts. The height of the handrail is 42 inches. It is the Contractors responsibility to provide hand railing that will adequately protect the public.

48-6.04 PAYMENT

The lump sum payment for the detour includes both the construction and removal of the detour including placing and removing the temporary bridge support pads, placing and removing temporary widening class 2 AB and HMA, placing and removing approach ramps, and placing the flatcar, including wheel guards and hand railing, removing the flatcar and all excavation and backfill required.

Temporary traffic control items for each stage of the detour are also included in the railroad flatcar detour bid item. These temporary traffic control items include the Absorb 350 temporary cushions, two stop signs with "PROCEED WHEN CLEAR", traffic plastic drums, Type P-LT Object Markers, Type III barricades, and pavement markings as shown in the project plans Stage Construction and Traffic Handling No.1, No.2, & No.3.

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49 PILING

Add to section 49-1.03:

Expect difficult pile installation due to the conditions shown in the following table:

Support location	Conditions
Abutment 1	Hard rock pieces, limited space due to traffic control.
Abutment 2	Hard rock pieces, limited space due to traffic control.
Retaining Wall No. 1	Hard rock pieces, limited space due to traffic control.
Retaining Wall No. 2	Hard rock pieces, limited space due to traffic control.
Retaining Wall No. 3	Hard rock pieces, limited space due to traffic control.

Add to section 49-4.03B:

A rock subsurface foundation material is anticipated at the soldier pile retaining wall locations. Conventional drilling equipment for drilling in soils may not be suitable for drilling holes for the steel soldier piling.

If you substitute piles with a larger diagonal dimension for the piles shown, ream or enlarge the drilled hole to provide a hole diameter at least 4 inches larger than the diagonal dimension of the pile.

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51 CONCRETE STRUCTURES

Add to section 51-1.03G(1):

Form liners are not required for the concrete surface texture at Concrete Barrier (Type 80) MOD and Concrete Cap Beam.

Add to section 51-1.04:

The payment quantity for concrete inserts is included in Furnish Precast/Prestressed Concrete Slab.

^^

52 REINFORCEMENT

Add to section 52-2.03A(1):

Epoxy coat reinforcement at the following locations:

1. Where shown
2. Concrete barriers.

[illegible]

Replace "Reserved" in section 59-2.01C(2) with:

Submit proof of each required SSPC-QP certification as specified in section 8-1.04C. Required certifications are as follows:

- AISC-420-10/SSPC-QP 3 (Enclosed Shop)

Replace "stain" in the 1st paragraph of section 59-7.01A(3) of the RSS for section 59-7 with:
stain and sealer

Replace "Reserved" in section 59-7.01A(4) of the RSS for section 59-7 with:

The final color of the stained concrete of the Concrete Barrier (Type 80 MOD) must match color no. FS 30097 of FED-STD-595.

The final color of the stained concrete of the soldier pile concrete facing must match color no. 30097 of FED-STD-595.

Replace "Reserved" in section 59-7.01B(3) of the RSS for section 59-7 with:

Sealer must be:

1. From the same manufacturer as that of the stain
2. Compatible with the stain and the concrete or shotcrete surface
3. Clear and colorless and have a matte finish when dry

Add to section 59-7.01C(1):

Before sealing the stained concrete surface, the surface must be exposed to sunlight for at least 7 days after staining.

After the stained surface is authorized, prepare the surface and apply the sealer under the manufacturer's instructions. Apply the sealer uniformly with at least 2 coats or as instructed by the manufacturer.

Add to section 59-9.01:

Instead of submitting proof of the certification complying with SSPC-QP 1, you may submit documentation showing compliance with section 3 of SSPC-QP 1.

Replace "Reserved" in section 59-11 with:

59-11 POWDER COATING GALVANIZED METAL SURFACES

59-11.01 GENERAL

59-11.01A Summary

Section 59-11 includes specifications for preparing and coating galvanized metal surfaces with polyester powder coating.

59-11.01B Definitions

Reserved

59-11.01C Submittals

Submit a certificate of compliance for each production batch of powder coating.

59-11.01D Quality Control and Assurance

59-11.01D(1) General

Acceptance of the polyester powder must be based on the quality control test results required on the manufacturer's certification. The coating applicator must review certification for compliance and maintain a file of them.

59-11.01D(2) Prequalification of Coating

Prequalify the polyester powder with a trial batch using the same materials, proportions, equipment, procedures and batch size to be used in polyester powder coating production.

The polyester powder trial batch must comply with the requirements in the following table:

Table 1 Polyester Prequalification Requirements

TEST PROPERTY	TEST METHOD	SPECIFICATION LIMITS
Abrasion Resistance	Taber Abraser CS-10, 1000 gm load, 1000 cycles, D 1044	100 mg max weight loss
Adhesion	ASTM D 3359, Method A (Bonderite 1000 panel)	Rating 5A
Gloss	ASTM D 525, 60° initial	30 - 45 per Fed. Std 595
Hardness	ASTM D 3363	Min 2H - No gouge
Impact	ASTM D 2794	Pass 80 in. lb
Salt Spray Resistance	ASTM B 117, D 1654 1000 hr (Bonderite 1000 panel)	Table 2, Rating 7
Thickness	ASTM G 12	7 ± 2 mils
Color	ASTM E 1331 or ASTM E 1338	Match Fed. Std. 595 color no. shown
Infrared Spectrogram	Equipment manufacturer's procedures	Manufacturer's IR
Weather Resistance	ASTM D 4587, test condition D Conduct test with a UVA lamp (340 nm peak) for 1000 hr	50 % min gloss retention
Specific Gravity	D 5965	Manufacturer's result

The physical tests shown are only required to prequalify the powder coating, and will not be required for certification.

59-11.01D(3) Certification

Certification for polyester powder must comply with the requirements in the following table:

Table 2 Polyester Certification Requirements

TEST PROPERTY	TEST METHOD	SPECIFICATION LIMITS
Infrared Spectrogram	ASTM D 2621	Match prequalification sample
Taber Abrasion Resistance, mg loss, max	ASTM D 4060	100

Specific Gravity	ASTM D 5965 (Method A)	Prequalification sample ± 0.02
Color	ASTM E 1331 or ASTM E 1338	Match Fed. Std. 595 color no. shown

59-11.02 MATERIALS

Polyester powder must be a super durable TGIC (Triglycidyl Isocyanurate) polyester .

Touch up system must be a two component aliphatic polyurethane as supplied by the manufacturer and color matched for patching the fusion bonded polyester coating .

59-11.03 CONSTRUCTION

59-11.03A General

Clean and coat all exposed galvanized metal surfaces.

Before applying the polyester powder to galvanized metal surface, the applicator must demonstrate the ability to properly apply and cure the materials to the Engineer.

Perform cleaning and coating in an environmentally controlled plant that is fully enclosed and authorized.

For measuring of polyester powder coating complying with ASTM D 1186, the thickness must be 7 ± 2 mils. For measuring of cured coating complying with ASTM D 3363, the pencil hardness must be 2H.

The color coat must match color no. FS 30277 of FED-STD-595 for metal tube bridge railing (powder coated Use a 67-1/2 volt wet sponge detector to check polyester powder coatings for holidays, pinholes, and discontinuities. There must be no more than one deficiency per 5 square feet. Perform check in the presence of the Engineer.

59-11.03B Surface Preparation

59-11.03B (1) General

Reserved

59-11.03B (2) Cleaning and Coating

59-11.03B(2)(a) General

Prepare surface under SSPC-SP 1.

59-11.03B(2)(b) Brush-Off Blast Cleaning

Brush-off blast clean prepared surfaces under SSPC-SP 7. After brush-off blast cleaning, surfaces must have a profile of 0.75 to 1.25 mils when measured under ASTM D 4417, Method C. When the blast cleaning exposes bare steel, the bare steel must be spot primed with an organic zinc rich coating. The polyester powder must be applied within 24 hours of surface preparation.

59-11.03C Protecting

59-11.03C(1) General

Protect pieces of coated surfaces during transportation by placing protective padding below the first piece, between all other pieces, and above the top piece. During handling and installation, care must be taken to protect the coated surfaces by the use of slings, padding or other appropriate means.

Do not use chains to handle coated pieces.

59-11.03D(1) General

Coating thickness of the touch up material must be the same thickness as the polyester and can be applied in multiple coats.

Prior to application of two component aliphatic polyurethane coating all exposed threads of anchor bolts, bolts, studs and any abraided galvanized surfaces of nuts and washers must be cleaned and coated with 2 applications of organic zinc-rich primer under section 75-1.05, GALVANIZING.

Not Used

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[illegible]

83 RAILINGS AND BARRIERS

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

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

- 61

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.

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DIVISION X MATERIALS

90 CONCRETE

Add to paragraph 2, section 90-1.02C(4)(d) with:

Use 3/8" maximum grading in Concrete Barrier (Type 80)MOD and Concrete Cap Beam.

^^

Replace "Reserved" in section 96 with:

96 WATER LINE CONNECTION TO BRIDGE

96-1.01 GENERAL

96-1.01A Summary

Section 96 includes specifications for removing and reconstructing a water line.

Water line connection to bridge includes reconnecting new ductile iron pipe to existing asbestos-cement and ductile iron pipes.

Water line construction shall conform to and be inspected by the Orleans Community Services District (OCSD or District). Existing water facilities shall remain in service until the District approves the proposed temporary water facilities, and the temporary water facilities shall remain in service until the District approves the proposed new water facilities.

All AWWA references are to the latest revision of the specification.

96-1.01B Definitions

Reserved

96-1.01C Quality Assurance

All materials shall conform to District standards and shall be new, of current factory manufacture (unless otherwise shown on the Plans), shall be the product of a supplier regularly engaged in the manufacturing of pipe and water products, and shall be guaranteed against defects or workmanship in accordance with the General Provisions, unless more stringently specified herein. The materials and work performed in this Section shall conform to the following standards:

- PART 1 The American National Standards Institute (ANSI)
- PART 2 The American Society for Testing and Materials (ASTM)
- PART 3 American Water Works Association, Inc. (AWWA)
- PART 4 The American Society of Mechanical Engineers, Boiler and Pressure Vessel Code (ASME)
- PART 5 Plumbing and Drainage Institute (PDI)
- PART 6 Underwriters Laboratories, Inc. (UL)
- PART 7 Uniform Plumbing Code (UPC)
- PART 8 Occupational Safety and Health Administration (OSHA)
- PART 9 California Department of Industrial Relations (CAL OSHA)
- PART 10 The American Association of State Highway Officials (AASHTO)

96-1.01D Submittals

Submittals shall include, but not be limited to, the following items:

1. Manufacturer's product information cut sheets indicating dimensions for all manufactured items proposed for use, including but not limited to: mains, gate valves, air/vacuum relief valves, corporation stops, and boxes. This information shall include specific manufacturer's certification that pipe materials and appurtenances meet all specification requirements as stated in this section of the special provisions.
2. Results of pothole investigations, including depth, horizontal location, and outside diameters of pipes, shall be submitted with design calculations and details for all fabricated steel fittings and tapping saddles to be used for connection to existing water mains.
3. Temporary water service connection plan: Fifteen (15) calendar days before the start of pipe installation, the Contractor shall submit for review and approval a detailed plan showing the materials and layout of all temporary water service connections. The plan shall include the direct cell phone number of the individual who will be responsible and available at all times for maintaining said bypass.

4. Hydrostatic Pressure Test Plan: Fifteen (15) calendar days before the start of pipe installation, the Contractor shall submit for review and approval a detailed work plan outlining the proposed procedures and schedules for pressure and leakage testing of new and temporary water facilities. The submittal shall include but not be limited to:
- Pressure testing procedure including equipment to be used for testing.
 - Details of temporary piping to be used to fill and drain the pipeline.
 - Sequence of testing and disposal of water.
 - Source of water for testing.
 - Method for control and disposal of water used for testing.
5. Disinfection and Bacteriological Test Plan: Fifteen (15) calendar days before the start of pipe installation, the Contractor shall submit for review and approval a detailed work plan outlining the proposed procedures and schedules for disinfection and bacteriological testing of new and temporary water facilities. The submittal shall include but not be limited to:
- All above ground sample points to be used during the disinfection and bacteriological testing periods. At a minimum, Contractor shall provide temporary ½-inch sample taps at each end of each section of pipe to be tested, at each air release valve, and at each blowoff. After the bacterial test has been passed, the temporary sample taps shall be removed, plugged, or capped as directed by District personnel.
 - Details of temporary piping to be used to fill and drain the pipeline.
 - Sequence of flushing, disinfection, testing, and disposal activities.
 - Source of water for flushing and disinfection.
 - Method for control, dechlorination, and disposal of water used for disinfection.
 - Sample collection, storage, and transportation procedures.

96-1.01E Existing Water Distribution System

Water from the OCS D water system shall only be introduced to an untested or unapproved water main through a backflow prevention device. Refer to Section 96-1.03G below for requirements for procuring water from the existing water distribution system for the water main work and for general construction activities.

Unless otherwise directed by the District, the Contractor shall not turn any gate valve not installed by him during the course of the current project. Existing gate valves shall be turned by District personnel only.

Unless otherwise approved by the District, the Contractor shall not hot-tap existing water mains to install new water mains or services. Where hot-taps are approved, the work shall be performed either by District personnel or by other personnel pre-qualified by the District for the tapping work.

96-1.02 MATERIALS

96-1.02A General

All materials shall be from new stock and delivered in new condition. Where no method of tests for materials is specified, the latest applicable test specified by ASTM shall be followed.

Material specifications listed on the Plans, where applicable, shall supersede those listed in this Section.

96-1.02B Temporary Water Main Pipe

All temporary water pipe shall be fused HDPE pipe. Schedule 40 PVC pipe is not acceptable.

96-1.02C Water Main Pipe

Ductile iron water pipe shall be Class 350, shall meet the requirements of AWWA C151 for sizes 3" through 64", and shall be Cast Iron O.D. All exterior surfaces of ductile iron pipe shall have a petroleum asphaltic coating approximately 1 mil thick, and all interior surfaces shall have a cement-mortar lining that meets the requirements of AWWA C104.

96-1.02D Casing Pipe and Spacers

Casing pipe shall be Class 52 ductile iron pipe. Spacers between the casing pipe and carrier pipe shall be Calpico M8SS for 6" DIP x 12" CIP, or approved equal.

96-1.02E Pipe Hangars

Pipe hangars shall be double roller supports, as shown on the Plans. Finish shall be pre-galvanized zinc or as recommended by the manufacturer for extended exposure in dry or mildly corrosive environments.

96-1.02F Joint Restraints

Mechanical joint restraint glands shall be EBAA Iron "Megalug" Series 1100, Romac "RomaGrip", Sigma "One-Lok", or approved equal. Restraint harnesses for bell and spigot connections shall be EBAA Iron Series 1700, Romac Model 611, Sigma "PVP", or approved equal.

As an alternative to restraint harnesses for bell and spigot pipe connections, restrained joint pipe and fittings may be used where joint restraints are required. Restrained joint pipe and fittings shall be U.S. Pipe TR FLEX pipe and fittings, Pacific States "Thrust-Lock" boltless restrained joint pipe and fittings, or approved equal. Restraint of field cut pipe shall be provided with U.S. Pipe TR FLEX GRIPPER ring or approved equal.

96-1.02G Flexible Plain-End Pipe Joint Fittings ("Dresser"-Type Couplings)

Flexible plain-end pipe joint fittings shall consist of one center ring, two end rings, two wedge pipe gaskets, and nuts and trackhead bolts as needed. The center and end rings shall be steel or ductile iron and shall be coated with epoxy finish. All components (notably gaskets) shall be sized for the specific location where they are being installed. Fittings shall be Romac Style 501, Dresser Style 153, or approved equal.

96-1.02H Water Service Saddles

Water service saddles shall have bodies cast of either epoxy-coated ductile iron or bronze and stainless steel straps. Service saddles shall be capable of withstanding an internal pressure of 150 psi without leakage or overstressing. The run diameter shall be compatible in size to the outside diameter of the pipe on which the saddle is installed. Taps shall have Iron Pipe (IP) threads. Service saddles shall be equipped with nylon bushings where connecting to copper pipe. Service saddles shall be Smith-Blair Series 317, 357, or 393; Romac Style 101N, 202N, 101 BS, or 202BS; or approved equal.

96-1.02I Ball Corporation Stop and Angle Ball Meter Valve

Ball corporation stops shall be Ford FB1100 Series for sizes 3/4" through 2". Angle ball meter valves shall be Ford BA43 or BFA43 Series, as appropriate.

Connections between fittings and water service piping shall be made with pack joints (Ford), and stainless steel insert stiffeners shall be used as needed when connecting water service piping to pack joints.

96-1.02J Fittings

All fittings for water mains shall be ductile iron and shall conform to AWWA C110 or C153 for sizes 3" through 48". Fitting sizes and end connections shall be as shown on the Plans. All exterior surfaces of all fittings shall have a petroleum asphaltic coating approximately 1 mil thick. Alternatively, the interior and exterior surfaces shall be coated with a polyamide cured epoxy coating applied over a sand blasted "new white metal surface" per SSPC-SP10 to a minimum of 6 mils in compliance with AWWA C550. Nuts and bolts for mechanical joint fittings shall be stainless steel meeting the requirements of Section 96-1.02P.

96-1.02K Tapping Sleeves

Hot-tap connections shall be made using fabricated steel tapping sleeves. Sleeve body, outlet nozzle, and flange shall be A-36 or equal carbon steel with fusion bonded epoxy coating. Bolts and nuts shall be Type 304 stainless steel meeting the requirements of ASTM F593 and F594. Gaskets shall be virgin SBR compounded for water and sewer service. Tapping sleeves shall be Romac FTS420 or approved equal.

96-1.02L Gate Valves

1. Gate valves 3 inches through 20 inches shall conform to AWWA C509 for resilient seated gate valves. End connections shall be as shown on the plans. Valves shall be rated for a minimum of 150 psi and shall open counterclockwise.
2. Gate valves 2 ½ inches and smaller shall be 125 psi, wedge disk, all brass or bronze valves with screwed ends.
3. The valve interior and exterior surfaces, except for seating, shall be coated with a polyamide cured epoxy coating applied over a sand blasted "new white metal surface" per SSPC-SP10 to a minimum of 6 mils in compliance with AWWA C550.

96-1.02M Check Valves

1. Check valves shall be of the swing type with outside lever and weight and shall meet the requirements of AWWA C508. The valves shall be iron body, resilient seated single gate designed for a non-shock working pressure of 150 psi and hydrostatically tested to twice the working pressure. Ends shall be ANSI flanged 125#. The hinge pin shall be stainless steel with bronze support bearings.
2. The valves shall be so constructed that by unbolting and lifting off the cover, the internal working parts may be removed and replaced without removing the valve from the line.
3. The valve interior and exterior surfaces, except for seating, shall be coated with a polyamide cured epoxy coating applied over a sand blasted "new white metal surface" per SSPC-SP10 to a minimum of 6 mils in compliance with AWWA C550.

96-1.02N Combination Air Valves

Air valves, air/vacuum valves, and combination air-air/vacuum valves shall be the size and operating pressure range shown on the Plans. Combination air-air/vacuum valves shall be single body type. They shall have epoxy lined and coated cast iron bodies and covers. Floats, float guides, bushings, and lever pins shall be stainless steel or bronze. Seats shall be Buna-N. Valves shall be APCO, Val-Matic, or approved equal.

96-1.02O Valve Extension Stems

Any valve that is installed such that the operating nut is more than 4 feet below grade shall be provided with an extension stem to raise the operating nut to within 6 inches of the traffic box lid. Extension stems shall be by Mueller, Kennedy, or approved equal for use with valve boxes as listed below. Stem diameters shall be 1-1/4" unless otherwise shown. Stem guides shall be Mueller A26448, Kennedy, or approved equal. Guides shall be spaced such that the slenderness ratio of the stem body does not exceed 200.

96-1.02P Water Valve Boxes

Valve boxes and covers shall be Christy Model G5 or approved equal, with the word "WATER" cast into the top of each lid.

96-1.02Q Thrust Blocks

Materials used for thrust blocks shall be sized and located as indicated on the Plans. Refer to Section 90-2, Minor Concrete, for specific concrete mix requirements.

Thrust blocks shall be installed ONLY where specifically shown on the Plans. All other restraint requirements shall be met with restrained fittings.

96-1.02R Nuts and Bolts

Unless otherwise specified, nuts and bolts shall be Type 304 or 316 stainless steel meeting the requirements of ASTM F593 and F594.

96-1.02S Insulating Flanged Joints

Insulating flanged joints shall be provided where shown. Insulating flanged sets shall have laminated phenolic gaskets and shall be provided with laminated phenolic sleeves and washers.

96-1.02T Brass and Bronze Components

Brass and bronze components of valves, meters, and appurtenances that have surfaces in contact with the water shall be alloys containing less than 16 percent zinc and 2 percent aluminum.

Stainless steel alloy 18-8 may be substituted for bronze at the option of the manufacturer and with the approval of the Engineer.

96-1.02U Trace Wire

Trace wire installed on water mains and services shall be ten (10) gauge copper wire with blue insulation.

96-1.02V Other Materials

Other water-related materials not specifically described above or shown on the Plans shall be as selected by the Contractor and approved by the Engineer.

96-1.03 CONSTRUCTION

96-1.03A Protection of Existing Water Facilities

The Contractor shall protect all existing District facilities from Contractor operations or damage, specifically during Bridge Structure Excavation and Retaining Wall construction. Any damage caused by Contractor operations shall be repaired at Contractor's sole expense.

96-1.03B Connections to Existing Pipes

The existing water main is an asbestos cement (A.C.) pipe. Removing and reconnecting to the existing asbestos cement pipe must be in compliance with the requirements in "Health and Safety Plan" and "Sampling and Removal of Asbestos-Containing Material" of these special provisions.

The Contractor is warned that asbestos is a known human carcinogen that poses serious health risks, and he is hereby notified that any and all work on this project involving asbestos cement water mains shall be performed in accordance with current Cal/OSHA regulations. Note that special exemptions exist when the asbestos work is limited to A.C. pipe. Links to current regulations may be found at the following URL:

<http://www.dir.ca.gov/dosh/Asbestos.html>

Connections to existing pipes shall be made with "Dresser"-type couplings unless otherwise shown on the Plans. The Contractor shall measure the exact outside diameter of existing pipes at connection points to verify that all coupling hardware and gaskets will fit correctly PRIOR to cutting into any pipe.

When connecting new piping to existing A.C. pipe, the Contractor shall determine (by probing, digging, or other means) whether a joint exists in the A.C. pipe within 3 feet of the excavation. If a joint is present within this distance, he shall, at the direction of the Engineer, extend his excavation and make the connection between the two pipes at the existing A.C. pipe joint.

96-1.03C Verification of Existing Pipe Sizes and Diameters

The Contractor shall be solely responsible for verifying pipe sizes, particularly the outside diameter (O.D.) of all pipes at connection points, to ensure that commonly available coupling hardware and gaskets will accommodate the existing pipes PRIOR to cutting into any pipe.

The existing main shall be potholed at each point of connection and measured prior to ordering or fabricating fittings or ordering tapping saddles for those connections. Mortar may be removed if necessary to confirm the diameter and roundness of mortar coated steel pipe but only within the limits of the section of pipe that is to be replaced by the new fitting. Any damage to the mortar or other coating on existing pipe that is to remain in service shall be repaired by the Contractor.

96-1.03D Notification of Service Interruption

The Contractor shall coordinate his operations with District personnel and customers. The Contractor shall provide the District with a schedule of shutoffs and reconnections and shall notify the District and all affected District customers at least two (2) full working days in advance of anticipated water shutdowns. Unless otherwise noted on the Plans, the maximum duration for a water shutdown is eight (8) hours.

96-1.03E Temporary Water Facilities

The Contractor shall be completely responsible for providing, installing, maintaining, and protecting the Temporary Water Facilities until such time that the proposed new water line connection to bridge is constructed, tested, and accepted by District. The Contractor shall provide District with the direct cell phone number of the individual who will be responsible and available at all times for maintaining said bypass.

Temporary water distribution and service pipe and fittings, when required, shall be installed as outlined on the Plans and as directed by the Engineer. Unless otherwise shown on the Plans, the exact method of temporary service connection is left up to the Contractor, subject to the following general guidelines:

1. Pressure and bacteria testing and disinfection of temporary water distribution and service piping shall be successfully performed in accordance with AWWA C600 and C651 and accepted by the District and the Engineer prior to placing the temporary water piping into service.
2. All water meters shall be removed at the time of temporary service connection and either left in the meter box OR marked with the street address of the service, removed from the meter box, and stored in a safe location.
3. The Contractor shall adequately protect the temporary service pipes at all times.

96-1.03F Abandoning Existing Water Mains and Services In Place

Generally, existing water main piping (including services) being taken out of service shall be removed and disposed of. Existing water mains shall only be abandoned in place if specifically shown on the Plans or approved by the Engineer.

The ends of pipelines being abandoned in place shall be securely closed by a tight fitting or mechanical plug or by a plug poured out of either structural concrete or slurry cement. Abandoned pipe that may be subjected to surge pressure shall be blind flanged instead of plugged.

Pipelines shall not be abandoned until their use is no longer required. The Contractor shall notify the Engineer in advance of any intended pipe abandonment. All existing gate valves on the pipeline being abandoned shall be closed AFTER the existing main is abandoned.

96-1.03G Use of Existing Water Facilities

If the Contractor wishes to use water from the District's water distribution system during the course of this project, he shall contact the District's main office (530-627-3454) to arrange for a hydrant rental. The District shall provide the Contractor with a maximum of 1,000 gallons of water at no cost to facilitate flushing and testing of each of the temporary and new water mains. Additional water required for testing water mains and for other construction activities may be purchased from the District for \$0.10/gallon. The Contractor shall be responsible for the maintenance and protection of the District's meter while it is attached to the rented hydrant.

Only special hydrant operating wrenches shall be used to open hydrants. Hydrants shall only be operated with the hydrant valve in the "full open" position. If any hydrant is damaged as a result of the Contractor's operation, the Contractor shall notify the Engineer immediately to allow for rapid damage repair. The Contractor shall pay all costs associated with said repair. Fire hydrants used for temporary water service shall be maintained by the Contractor in a completely accessible condition available to firefighting personnel at all times.

96-1.03H Trench Dewatering

The Contractor shall dewater all excavations for water pipes, tees, crosses, valves, and other water items to keep groundwater out of the excavation. Water will not be allowed in excavations during bedding, concrete pours, or backfill and compaction. If excessive groundwater is present and cannot be adequately controlled, the Engineer may deem the bottom of the trench unsuitable for placement of bedding material and require that the subgrade material be removed and replaced in compliance with the requirements in Section 19-1.03B, Unsuitable Material, in these special provisions.

Where existing water mains are being cut open for any reason, the Contractor shall have pumps on hand of sufficient capacity and horsepower to handle the anticipated volume of water that may enter the trench from the existing water main and services as they drain.

96-1.03I Water Main and Service Installation

Water main and service pipe shall be installed in conformance with AWWA C600, the pipe manufacturer's recommendations, and the trench details shown on the Plans. All pipe shall be centered in the trench.

Pipe shall be laid on an unyielding bed true to line and grade with compacted bedding material under the full length of the pipe. Soft, wet, or spongy (unsuitable) material encountered in the trench at pipe subgrade shall be removed and replaced in accordance with Section 19-1.03B, Unsuitable Material, in these special provisions. Bedding material shall be placed into the trench prior to pipe placement, shall be compacted to a minimum of 95% relative compaction, and shall be of the thickness specified in the trench detail on the Plans. Bedding material under coupling bells shall be hand-excavated to provide a minimum 1" clearance under the bell.

All pipe shall be carefully lowered into the trench to prevent damage. Under no circumstances shall pipe be dropped, rolled, or dumped into trenches.

Water main and service pipe ends and service hardware shall be thoroughly cleaned before the pipe is joined. Whenever work ceases for any reason, all exposed pipe ends and hardware shall be closed with a watertight fitting, plug, or cover. The interior of the pipe shall be kept free from dirt and debris as the work progresses.

All pipe field cuts shall be made in accordance with the manufacturer's recommendations and at right angles to the axis of the pipe.

All joints shall be made in accordance with the manufacturer's recommendations. Pipe lubricant shall be applied to all pipe gaskets prior to joint assembly. Lubricant shall be of a type made specifically for the type of pipe being jointed. The Contractor shall provide all tools, equipment, and devices, such as special jacks, chains, chokers, and similar items, to make all joint connections.

Where plain-end pipe connections are made with "Dresser"-type couplings, the Contractor shall cut the pipe to length such that the installed gap between the two plain pipe ends does not exceed 0.10'. If the gap exceeds 0.10', the Contractor shall remove one length of pipe, cut another section of pipe to length, and reinstall the joint such that the gap does not exceed 0.10'.

Backfill material in the pipe haunching zone between the bottom of the pipe and the springline of the pipe shall be "shovel-sliced" underneath the pipe overhang, then hand-tamped with "J" bars or a pneumatic "pogo stick" to a relative compaction of 90% along the entire length of the pipe. Tamping with a shovel is not sufficient and does not meet this requirement.

Pressure and bacteria testing and disinfection of new water mains and services shall be successfully performed in accordance with AWWA C600 and C651 and accepted by the Engineer prior to placing the new pipeline and services into service. If the Contractor plans to use calcium hypochlorate tablets to disinfect the new water main, the tablets shall be attached to the top of the pipe with food-grade adhesive at every joint and in sufficient quantities to ensure that adequate chlorine residuals are achieved along the entire length of the pipeline.

Ten gauge copper wire with blue insulation shall be taped to the pipe along the full length of all new mains and services. The wire shall be looped around each main line fitting and shall be extended to the top of each traffic box and meter box. Splices shall be made with watertight, corrosion-resistant fittings approved by the Engineer. Trace wire on services shall be electrically connected to the main line trace wire at the service saddle and shall be extended to the top of each meter box.

96-1.03J Valve and Fitting Installation

Prior to connection, all joints, machined faces, valves, fittings, and gaskets shall be thoroughly cleaned. The interior of valves and fittings shall be kept free from dirt and debris as the work progresses. The Contractor shall inspect all gate valves in both the open and closed positions prior to installation to ensure that the valves operate correctly.

All valves and fittings shall be carefully lowered into the trench to prevent damage. Valves and fittings shall not be dropped, rolled, or dumped into trenches.

Where valve operating nuts are buried 4 feet or more below finished grade, extension stems shall be installed to bring the operating nut within 6 inches of the traffic box lid.

Where gate valves or other fittings are installed, and isolation of the main is not practical (i.e. water valve projects where no new sections of water main are installed), interior faces of all new and existing gate valves, fittings, and pipes shall be thoroughly cleaned with a chlorine/water or chlorine bleach solution immediately prior to installation.

Thrust blocks shall be installed ONLY where specifically shown on the Plans. Where thrust blocking is specifically shown on the Plans, the Contractor shall have the fittings or assemblies in place with all connections made PRIOR to pouring the thrust block. Under no circumstances shall the thrust block be poured prior to fitting or assembly installation.

96-1.03K Joint Restraints

Restrained joints shall be installed in accordance with the manufacturer's recommendations.

96-1.03L Pressure Testing

Pressure and bacteria testing of new water mains shall be successfully performed prior to placing the new pipeline into service.

The Contractor shall conduct combination hydrostatic pressure and leakage tests on all new water mains, new water services, and temporary water service piping, in accordance with AWWA C600, and shall furnish all necessary equipment and material to complete the work, including a hydraulic force pump with a calibrated test gauge. The Engineer shall monitor the test and shall witness all gauge calibrations.

The District shall provide the Contractor with up to 1,000 gallons of water from existing District facilities at no expense to the Contractor to test the temporary water main and again to test the new water main connection to the bridge. If necessary, additional water may be purchased from the District at the current volumetric water rate. The Contractor shall coordinate and provide the District with the method of testing and disinfection.

On buried pipelines, the Contractor may, if field conditions permit, partially backfill the trench and leave the joints open for inspection and conduct an initial pressure test to satisfy himself that the pipeline will pass. The acceptance test on buried water mains, however, shall only be conducted once all backfilling has been completed.

On exposed water mains, the acceptance test shall be conducted after the piping has been completely installed, including all supports and hangers.

The testing location and the test pressure used for the combination hydrostatic pressure and leakage tests shall be as directed by the Engineer, within the following parameters:

1. Test pressure shall not be less than 150 psig at any location.
2. Test pressure shall not be less than 1.25 times the working pressure at the highest point along the test section.

Hydrostatic Testing Procedure for Buried Ductile Iron Pipelines:

1. After the pipeline has been installed, backfilled, and compacted, the Contractor shall conduct a combination hydrostatic pressure and leakage test of the pipeline between each valve section or pipe run as determined by the Engineer. The pipe shall be slowly filled with water so that as much air as possible is removed, and the pipe shall be tested hydrostatically at the location and to the test pressure shown on the Plans for a minimum of two hours.
2. Leakage for ductile iron pressure pipe shall not exceed the allowable leakage as calculated in AWWA C600 by the following formula:

$$L = \frac{SD\sqrt{P}}{133,200}$$

Where:

L = allowable leakage (gallons per hour)

S = length of pipeline tested (feet)

D = nominal diameter of pipe (inches)

=

P = average test pressure (psig)

3. When the pressure test is conducted against closed metal-seated valves, an additional leakage allowance of 0.0078 gal/hour/nominal valve diameter (inches) for each closed valve within the section being tested shall be made.
4. If the pressure test discloses leakage greater than that allowed, the Contractor shall at his sole expense locate and repair the defective joints until the leakage is within the specified allowance. After the defects are corrected, the pressure test shall be repeated at the location and to the test pressure shown on the Plans for a minimum of two hours. This process shall be repeated as necessary until the new water main passes the pressure test.

96-1.03M Disinfecting Water Mains

Bacteria testing will be required for all new water mains and new water services that can be isolated from the existing water system and for all temporary water service pipe.

All disinfection procedures shall be accomplished by methods approved by the Engineer in accordance with AWWA C651.

1. The pressure test shall be successfully completed before bacteria testing may begin.
2. After a successful pressure test of the new main is conducted, the system shall be chlorinated. The method of chlorination shall be approved by the Engineer in accordance with AWWA C651.

3. Regardless of the chlorine introduction method employed, the Contractor shall achieve a free chlorine residual of not less than 10 parts per million for a 24-hour period. During the chlorination process, all valves within the area being tested shall be operated, unless they are attached to the District water distribution system.
4. After successful chlorination, the chlorinated water shall be flushed from the lines at the extremities until the residual chlorine level in the new water main is equal, both chemically and bacteriologically, to that of the permanent water supply in the surrounding area. Chlorinated water shall be handled in compliance with the requirements in Section 96-1.03N, Handling and Disposal of Water, of these special provisions.
5. The Contractor shall arrange for bacteria tests on the new main when disinfection and flushing are complete. The Contractor shall provide District personnel with sample bottles prepared and provided by a certified laboratory accredited in the "Microbiology of Drinking Water" field of testing. District personnel will collect each sample from the water main, and the Contractor shall deliver all samples to the certified laboratory in accordance with the laboratory's transport and delivery requirements. Two samples shall be collected a minimum of twenty-four (24) hours apart for each sample point. If any bacteria test is failed, the main shall be chlorinated and flushed again, and the bacteria test repeated. This process shall be repeated as necessary at the sole expense of the Contractor until the new water main passes the bacteria test.

96-1.03N Handling and Disposal of Water

1. Water used for flushing, testing, and/or disinfection and chlorinated water drained from any pipeline shall be handled and discharged in accordance with the requirements of State Water Resources Control Board Order WQ 2014-0194-DWQ, General Order No. CAG140001 – Statewide NPDES Permit for Drinking Water System Discharges to Waters of the United States. Discharges to the ground shall not result in the water entering into a watercourse and shall not result in erosion. Discharge points shall be a minimum of 100 feet from any surface waters or storm drain. Alternatively, water may be discharged to a holding tank and transported for discharge to a sanitary sewer system or wastewater treatment plant.
2. No water shall be discharged with a chlorine residual greater than 0.019 mg/l. Contractor shall monitor the water prior to discharge to ensure that this criterion is met. A temporary holding tank or pond shall be provided as necessary to meet this requirement. Holding tanks or ponds shall be a minimum of 100 feet from any surface waters and shall be removed immediately after use.
3. Contractor shall describe proposed methods and locations of discharge, erosion control, dechlorination, and chlorine residual monitoring in his test plans for testing and disinfection.
4. Contractor shall be responsible for all costs, including fines and legal fees, resulting from the improper handling and disposal of water.

96-1.04 PAYMENT

Water line connection to bridge is paid as Lump Sum. The bid item includes all labor, materials, appurtenances, fittings, special equipment, potholing, and locating of existing facilities; providing, installing, testing, maintaining, and removing temporary water bypass; re-connection to existing facilities; coordination with District personnel and customers; pressure and bacteriological testing of both temporary bypass and re-

connection; disinfection of both temporary bypass and re-connection; and traffic control. Where an item of work is required to be performed as shown on the improvement plans, but no individual bid item of work is provided, that work shall be included in the various bid items of work, and no additional compensation shall be allowed.

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PROPOSAL
TO
THE COUNTY OF HUMBOLDT
FOR

RED CAP ROAD BRIDGE REPLACEMENT OVER BIG ROCK GULCH at P.M.
0.30

PROJECT NO.: BRLO-5904(113)
CONTRACT NO.: 594021

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) (PAGE 1)
RED CAP ROAD BRIDGE REPLACEMENT OVER BIG ROCK GULCH at P.M. 0.30
PROJECT NO.:BRL0-5904(113)
CONTRACT NO.: 594021

No.	BID ITEM No.	BID ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	006618	FURNISH FIELD OFFICE	LS	1		
2	070030	LEAD COMPLIANCE PLAN	LS	1		
3	120090	CONSTRUCTION AREA SIGNS	EA	14		
4	120100	TRAFFIC CONTROL SYSTEM	LS	1		
5	129000	TEMPORARY RAILING (TYPE K)	LF	820		
6	130100	JOB SITE MANAGEMENT	LS	1		
7	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1		
8	130610	TEMPORARY CHECK DAM	LF	90		
9	130670	TEMPORARY REINFORCED SILT FENCE	LF	480		
10	130680	TEMPORARY SILT FENCE	LF	575		
11	130710	TEMPORARY CONSTRUCTION ENTRANCE	EA	1		
12	130900	TEMPORARY CONCRETE WASHOUT	EA	2		
13	131101	TEMPORARY STREAM DIVERSION	LS	1		
14	140003	ASBESTOS COMPLIANCE PLAN	LS	1		
15	141000	TEMPORARY FENCE (TYPE ESA)	LF	1100		
16	142001	CULTURAL MONITORING	LS	1		
17	146002	CONTRACTOR SUPPLIED BIOLOGIST (LS)	LS	1		
18	150227	ABANDON PIPELINE	EA	2		
19	157550	BRIDGE REMOVAL	LS	1		
20	160101	CLEARING AND GRUBBING	LS	1		
21	190101	ROADWAY EXCAVATION	CY	647		
22	190161	ROCK EXCAVATION	CY	65		
23	190185	SHOULDER BACKING	TON	66		
24(F)	192003	STRUCTURE EXCAVATION (BRIDGE)	CY	263		
25(F)	192035	STRUCTURE EXCAVATION (ROCK)	CY	76		
26(F)	192049	STRUCTURAL EXCAVATION (SOLDIER PILE WALL)	CY	78		
27(F)	193003	STRUCTURE BACKFILL (BRIDGE)	CY	96		
28(F)	193029	STRUCTURAL BACKFILL (SOLDIER PILE WALL)	CY	29		
29(F)	193116	CONCRETE BACKFILL (SOLDIER PILE WALL)	CY	72		
30(F)	193119	LEAN CONCRETE BACKFILL	CY	26		
31	210280	ROLLED EROSION CONTROL PRODUCT (BLANKET)	SQFT	920		
32	210350	FIBER ROLL	LF	760		
33	210430	HYDROSEED	SQFT	1650		
34	260203	CLASS 2 AGGREGATE BASE	CY	255		

BID FORM (EXHIBIT A) (PAGE 2)
RED CAP ROAD BRIDGE REPLACEMENT OVER BIG ROCK GULCH at P.M. 0.30
PROJECT NO.: BRLO-5904(113)
CONTRACT NO.: 594021

No.	BID ITEM No.	BID ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
35	390132	HOT MIX ASPHALT (TYPE A)	TON	350		
36	394073	PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	200		
37	394074	PLACE HOT MIX ASPHALT DIKE (TYPE C)	LF	90		
38	394077	PLACE HOT MIX ASPHALT DIKE (TYPE F)	LF	14		
39	480700	TEMPORARY BRIDGE (RAILROAD FLATCAR DETOUR)	LS	1		
40	490326	STEEL SOLDIER PILING (W 12 X 58)	LF	133		
41	490327	STEEL SOLDIER PILING (W 12 X 72)	LF	153		
42	490328	STEEL SOLDIER PILING (W 14 X 145)	LF	266		
43	490329	STEEL SOLDIER PILING (W 14 X 233)	LF	121		
44	490400	24" DRILLED HOLE	LF	250		
45	490403	30" DRILLED HOLE	LF	376		
46	490518	FURNISH STEEL PILING (HP 12 X 74)	LF	902		
47	490519	DRIVE STEEL PILE (HP 12 X 74)	EA	24		
48(F)	510051	STRUCTURAL CONCRETE (BRIDGE FOOTING)	CY	51		
49(F)	510053	STRUCTURAL CONCRETE (BRIDGE)	CY	154		
50(F)	510060	STRUCTURAL CONCRETE, RETAINING WALL	CY	26.8		
51(F)	510501	MINOR CONCRETE (CAP BEAM)	CY	17.4		
52(F)	511035	ARCHITECTURAL TREATMENT (STAINED CONCRETE)	SQFT	2027		
53(F)	511055	CONCRETE SURFACE TEXTURE (TRIBAL PATTERN)	SQFT	242		
54	512350	FURNISH PRECAST PRESTRESSED CONCRETE SLAB	SQFT	2082		
55(F)	512401	ERECT PRECAST CONCRETE GIRDER	EA	9		
56	519081	JOINT SEAL (MR 1/2")	LF	67		
57(F)	520102	BAR REINFORCING STEEL (BRIDGE)	LB	11683		
58(F)	520103	BAR REINFORCING STEEL (WALL FACING)	LB	6044		
59(F)	520110	BAR REINFORCING STEEL (EPOXY COATED) (BRIDGE)	LB	9575		
60(F)	520120	HEADED BAR REINFORCEMENT	EA	16		
61	560248	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"- UNFRAMED)	SQFT	18		
62	566011	ROADSIDE SIGN - ONE POST	EA	2		
63(F)	575004	TIMBER LAGGING	MFBM	6.4		
64	590120	CLEAN AND PAINT SOLDIER PILING	LS	1		
65	681132	GEOCOMPOSITE DRAIN	SQFT	1106		
66	720111	CLEAN RIVER RUN ROCK	CY	43		
67	721018	ROCK SLOPE PROTECTION (FACING, METHOD B)	TON	335		

BID FORM (EXHIBIT A) (PAGE 3)
RED CAP ROAD BRIDGE REPLACEMENT OVER BIG ROCK GULCH at P.M. 0.30
PROJECT NO.:BRLO-5904(113)
CONTRACT NO.: 594021

No.	BID ITEM No.	BID ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
68	721410	MINOR CONCRETE (GUTTER LINING)	CY	1		
69	729011	ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SQYD	420		
70(F)	750501	MISCELLANEOUS METAL (BRIDGE)	LB	493		
71	820107	DELINEATOR (CLASS 1)	EA	5		
72	820108	DELINEATOR (CLASS 2)	EA	5		
73	820134	OBJECT MARKER (TYPE P)	EA	4		
74	820151	OBJECT MARKER (TYPE L-1)	EA	1		
75	832007	MIDWEST GUARDRAIL SYSTEM (WOOD POST)	LF	22		
76(F)	833088	TUBULAR HANDRAILING	LF	152		
77(F)	839521	CABLE RAILING	LF	93.3		
78	839543	TRANSITION RAILING (TYPE WB-31)	EA	2		
79	839544	MODIFIED TRANSITION RAILING	EA	2		
80	839584	ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	3		
81	839585	ALTERNATIVE FLARED TERMINAL SYSTEM	EA	1		
82(F)	839714	CONCRETE BARRIER (TYPE 80) (MOD)	LF	152		
83	840504	4" THERMOPLASTIC TRAFFIC STRIPE	LF	1800		
84	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	70		
85	961000	WATER SYSTEM CONNECTION TO BRIDGE	LS	1		
86	999990	MOBILIZATION & TERO (3%)	LS	1		
TOTAL BID COST =						

Note: ITEM CODE LETTER DESIGNATION: (F) = FINAL PAY QUANTITY,

ACKNOWLEDGEMENT OF ADDENDA

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

(Bidder's Signature)

(Title)

PROPOSAL SIGNATURE PAGE

Accompanying this proposal is _____

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

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

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

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

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

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

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

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

Date: _____



Signature and Title of Bidder

Bidder's Business Address _____

Place of Residence _____

BIDDER'S BOND
COUNTY OF HUMBOLDT, DEPARTMENT OF PUBLIC WORKS

RED CAP ROAD BRIDGE REPLACEMENT OVER BIG ROCK GULCH at P.M. 0.30
PROJECT NO.:BRLO-5904(113)
CONTRACT NO.: 594021

for which bids are to be opened on **TUESDAY, FEBRUARY 21, 2017**, 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.:BRLO-5904(113)

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		<input type="checkbox"/> YES
		< \$5 million		<input type="checkbox"/> NO
		< \$10 million		If YES, DBE#
	Fax	< \$15 million		
		> \$15 million		Age of Firm
Address	Phone	< \$1 million		<input type="checkbox"/> YES
		< \$5 million		<input type="checkbox"/> NO
		< \$10 million		If YES, DBE#
	Fax	< \$15 million		
		> \$15 million		Age of Firm
City State ZIP	Phone	< \$1 million		<input type="checkbox"/> YES
		< \$5 million		<input type="checkbox"/> NO
		< \$10 million		If YES, DBE#
	Fax	< \$15 million		
		> \$15 million		Age of Firm
Name	Phone	< \$1 million		<input type="checkbox"/> YES
		< \$5 million		<input type="checkbox"/> NO
		< \$10 million		If YES, DBE#
	Fax	< \$15 million		
		> \$15 million		Age of Firm
Address	Phone	< \$1 million		<input type="checkbox"/> YES
		< \$5 million		<input type="checkbox"/> NO
		< \$10 million		If YES, DBE#
	Fax	< \$15 million		
		> \$15 million		Age of Firm
City State ZIP	Phone	< \$1 million		<input type="checkbox"/> YES
		< \$5 million		<input type="checkbox"/> NO
		< \$10 million		If YES, DBE#
	Fax	< \$15 million		
		> \$15 million		Age of Firm

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

PROJECT NO.:BRLO-5904(113)

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

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

EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)

[illegible]

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 BRIDGE REPLACEMENT OVER BIG ROCK GULCH AT P.M. 0.30

Federal-aid Project No PROJECT NO.:BRLO-5904(113)

CONTRACT NO.: 594021

Bid Opening Date: FEBRUARY 21, 2017

The County of Humboldt established a Disadvantaged Business Enterprise (DBE) goal of 3.9% 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

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

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 <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: Year _____ Quarter _____ Date of Last report _____
4. Name and Address of Reporting Entity: Prime _____ Subawardee _____ Tier _____, 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: Federal Action Number, if known: _____	7. Federal Program Name/Description: CFDA Number, if applicable: _____ 8. 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> (attach continuation sheet(s) if necessary)	
11. Amount of Payment (check all that apply): \$ _____ actual _____ planned _____	13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or members(s) contacted, for Payment Indicated in Item 11: (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.

FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

FINAL REPORT - UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS

ADA Notice

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

CEM-2402F (REV 02/2008)

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES		FEDERAL AID PROJECT NO.		ADMINISTERING AGENCY		CONTRACT COMPLETION DATE	
PRIME CONTRACTOR				BUSINESS ADDRESS						ESTIMATED CONTRACT AMOUNT	
										\$	
CONTRACT ITEM No.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS						FEDERAL SHARE \$	
				NON-DBE	DBE	BA UDBE	APA UDBE	NA UDBE	W UDBE	DATE WORK COMPLETE	DATE OF FINAL PAYMENT
			TOTAL	\$	\$	\$	\$	\$	\$	BA - Black American APA - Asian Pacific Islander NA - Native American W - Women	
\$											
UDBE											

List all First Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) and underutilized DBEs (UDBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual UDBE utilization (or item of work) was different th

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT		
CONTRACTOR/CONSULTANT REPRESENTATIVE'S SIGNATURE		BUSINESS PHONE NUMBER DATE
TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT		
RESIDENT ENGINEERS SIGNATURE		BUSINESS PHONE NUMBER DATE

COPY DISTRIBUTION - Caltrans contracts:

COPY DISTRIBUTION - Local Agency contracts:

Original - District Construction

Original - District Local Assistance Engineer

Copy - Business Enterprise Program

Copy - District Local Assistance Engineer

Copy - Contractor

Copy - Local Agency file

Copy - Resident Engineer

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION

EXHIBIT 17-O: DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

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

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

*Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit.
Attach DBE certification/Decertification letter in accordance with the Special Provisions*

CONTRACT ITEM NO.	SUBCONTRACT NAME AND BUSINESS ADDRESS	BUSINESS PHONE	CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/ DECERTIFICATION DATE Letter attached
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	

Comments:**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

RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE
-------------------	-----------------------	------

Distribution Original copy -DLAE

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 BRIDGE REPLACEMENT OVER BIG ROCK GULCH at P.M. 0.30
PROJECT NO.: BRLO-5904(113)
CONTRACT NO.: 594021

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 130 working days beginning on the fifteenth calendar day after the date of said approval of contract.

Section 6 - PREVAILING WAGE

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

Section 7 - WORKERS' COMPENSATION

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

Section 8 - COMPLIANCE WITH LAWS

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

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

Section 9 - NOTICES

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

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

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

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

COUNTY OF HUMBOLDT

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

ATTEST:

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

BY _____
Clerk of the Board

CONTRACTOR

BY _____

TITLE _____

BY _____

TITLE _____

(Two Signatures Required For Corporation)

APPROVED AS TO FORM:

BY _____
Deputy County Counsel

INSURANCE CERTIFICATES REVIEWED
AND APPROVED:

BY _____
Risk Manager

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

PRINCIPAL
BY _____

SURETY
BY _____

Attorney-in-fact

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called Owner , in the penal sum of _____

_____ Dollars , \$ _____

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

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

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

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

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

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

ATTEST :

(Principal) Secretary
(SEAL)

Principal
BY _____ (s)

(Witness as to Principal)

Address

Address

Surety

ATTEST :

(SEAL)

(Witness as to Surety)

Address

BY _____
Attorney - in - Fact

Address

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

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