



SPECIAL PROVISIONS

NOTICE TO CONTRACTORS,
PROPOSAL AND CONTRACT

FOR

PEDESTRIAN SAFETY CROSSING PROJECT

**PROJECT NO.: HSIPL-5904 (150)
CONTRACT NO.: 216100**

30 WORKING DAYS

FOR USE WITH Standard Specifications dated 2015,
Standard Specifications dated 2010 (In Part),
Standard Plans dated 2015, Prevailing Wage Rates,
Labor Surcharge and Equipment Rental Rates

BIDS OPEN: April 2, 2019 AT 2:00 PM

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

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

SPECIAL PROVISIONS

NOTICE TO CONTRACTORS,
PROPOSAL AND CONTRACT

FOR

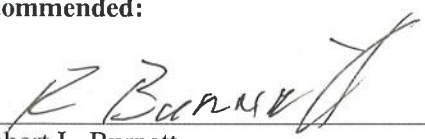
PEDESTRIAN SAFETY CROSSING PROJECT

PROJECT NO.: HSIPL-5904 (150)
CONTRACT NO.: 216100

Prepared by

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

Recommended:


Robert L. Burnett
RCE 36210, Expires 6/30/2020

2/6/19
Date



Approved:


Tony R. Seghetti
RCE 63174, Expires 09/30/2020

2/6/19
Date



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Standard Plans List

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

ABBREVIATIONS, LINES, SYMBOLS AND LEGEND

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

PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

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

EXCAVATION AND BACKFILL

A62A	Excavation and Backfill - Miscellaneous Details
A62D	Excavation and Backfill - Concrete Pipe Culverts
A62DA	Excavation and Backfill - Concrete Pipe Culverts - Indirect Design Method
A62F	Excavation and Backfill - Metal and Plastic Culverts

OBJECT MARKERS, DELINEATORS, CHANNELIZERS, AND BARRICADES

A73A	Object Markers
A73B	Markers
A73C	Delineators, Channelizers and Barricades

SURVEY MONUMENTS

A74	Survey Monuments
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TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN

T3A	Temporary Railing (Type K)
T3B	Temporary Railing (Type K)

TEMPORARY TRAFFIC CONTROL SYSTEMS

T13	Traffic Control System for Lane Closure on Two Lane Conventional Highways
T13	Traffic Control System for Lane Closure on Two Lane Conventional Highways

TEMPORARY WATER POLLUTION CONTROL

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

ROADSIDE SIGNS

RS1	Roadside Signs - Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post - Typical Installation Details No. 2
RS4	Roadside Signs - Typical Installation Details No. 4



COUNTY OF HUMBOLDT
DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS

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

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

until 2:00 PM, **TUESDAY**, April 2, 2019, 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:

PEDESTRIAN SAFETY CROSSING PROJECT
PROJECT NO.: HSIPL-5904 (150)
CONTRACT NO.: 216100

Bids are required for the entire work as described herein:

The roadwork to be done consists, in general, of, traffic control, the installation of flashing LED pedestrian crossing signs mounted on 4" posts and making improvements to curb ramps and pedestrian islands in compliance with the Americans with Disabilities Act (ADA). This work also include striping and the application of thermoplastic markings at existing intersections.

Bidders are advised that the work must be completed within **30 working days**. The Engineer's Estimate for this work is: **\$135,000**.

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

To receive electronic bid documents and to **register as a plan-holder**, prospective bidders must email a request to the following project contact: Patricia Sennott, Department of Public Works Office Assistant, PSennott@co.humboldt.ca.us, (707) 445-7652. Failure to register as a plan-holder with Department of Public Works may result in a nonresponsive bid. For questions regarding plans or specifications, call (707) 445-7377.

Printed copies of the contract documents may be obtained by prospective Bidders upon **ADVANCE** payment of a non-refundable printing and service charge in the amount of **\$15.00**. All checks shall be made payable to COUNTY OF HUMBOLDT and should be mailed along with the request for Plans to the Humboldt County Department of Public Works, 1106 Second Street, Eureka, California, 95501.

Plans and Special Provisions reference the Caltrans Standard Specifications, Standard Plans dated 2015 and Caltrans Standard Specification dated 2015 and 2010 (in part). 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 **12 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 plan-holders that are registered with the Department of Public Works. 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, California 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:

A Curb Ramp Inspection Report is required for each individual curb ramp's review and approval prior to final acceptance by the inspector. The Curb Ramp Inspection Report is included in the Proposal Section of these special provisions.

Add to section 2-1.33A:

The forms:

"Subcontractor List",
"DBE Commitment",
"DBE Confirmation", and
"DBE Good Faith Efforts Documentation"

are included in the Proposal Section of these special provisions.

Add to section 2-1.34:

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

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3 CONTRACT AWARD AND EXECUTION

Add to section 3-1.04:

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

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.

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

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

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

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

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

Replace section 3-1.05:

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

Replace section 3-1.07:

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

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

A. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001), in an amount of \$1,000,000 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall

apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:

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

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

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

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

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

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

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

D. Contractor shall furnish County with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by County. The endorsements shall be on forms as approved by the County's Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by County. If Contractor does not keep all required policies in full force and effect, County may, in addition to other remedies under this Agreement, take out the necessary insurance, and Contractor agrees to pay the cost of said insurance.

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

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

Replace paragraph 3, section 3-1.18:

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

AA

5 CONTROL OF WORK

Replace section 5-1.12 with:

5-1.12 ASSIGNMENT

The performance of the Contract or any Contract part may be assigned only with prior written consent from the Department. To request consent, submit a Contractor Action Request - Assignment of Contract Performance form. The Department does not consent to any requested assignment that would relieve you or your surety of the responsibility to complete the work or any part of the work.

If you assign the right to receive Contract payments, the Department accepts the assignment upon the Engineer's receipt of a Contractor Action Request - Assignment of Contract Monies, Assignee Change of Name/Address form. Assigned payments remain subject to deductions and withholds described in the Contract. The Department may use withheld payments for work completion whether the payments are assigned or not.

Add to section 5-1.13A:

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

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

Add to the end of section 5-1.20A:

CURB RAMP CONSTRUCTION TIME LIMIT/TOLERANCES:

The Contractor will be required to coordinate all scheduling of demolition work in advance with the Engineer, including all saw-cutting activities prior to the start of any concrete removal. For each individual curb ramp, and for a safe path of travel for pedestrians, the Contractor will be required to have all concrete curb ramp, sidewalk, cross gutter, curb, and gutter pan (any Portland cement concrete items needed for curb ramp placement) back in place within 5 working days of the start of demolition.

ENTITIES THAT MAY BE IMPACTED BY THE PROJECT INCLUDE:

Humboldt Community Services District –The Humboldt Community Services District shall be contacted for any construction-related community coordination and/or property owner notification will be needed a minimum 10 calendar days in advance of any scheduled construction work to be done. This shall include work at all adjacent or nearby intersection(s) for specific curb ramps involving potable water or sewer service adjustments/modifications, above or below ground. The Engineer, Inspector, and/or Contractor shall coordinate and schedule construction activities with Humboldt Community Service District (contact Mickey Hulstrom (707) 445-4558). The County shall provide notification to the residents (same timetable as above), and Humboldt Bay Fire, regarding schedules for possible construction impacts to water or

sewer services. The Contractor's attention is directed to Section 5-1.36 "Non-Highway Facilities" of the Standard Specifications for additional requirements.

The City Of Eureka – The west side of Harrison Avenue is within the Eureka city limits. The work includes the installation of a LED Flashing Sign with Rectangular Rapid Flashing Beacons (RRFB) within the City's limits. The work will comply with the requirements of any cooperative agreement between the City and the County of Humboldt as well as any encroachment permit issued by the City for this work.

Ramone's Bakery- (located on the east side of Harrison Avenue). Access to the business shall be maintained at all times. Temporary Construction Easements have been obtained by the County of Humboldt that detail availability of the site for construction purposes. ADA access to and through the project work zone shall be maintained at all times as approved by the Engineer.

Healthsport – (located on the east side of Myrtle Avenue). Access to the business shall be maintained at all times. ADA access to and through the project work zone shall be maintained at all times as approved by the Engineer.

Redwood Acres Fairgrounds – (located on the south side of Harris Street). The work includes the installation of a pedestrian island adjacent to the Fairground property and the modification of the Fairgrounds driveway. Temporary Construction Easements have been obtained by the County of Humboldt that detail availability of the site for construction purposes. ADA access to and through the project work zone shall be maintained at all times as approved by the Engineer. In addition, there is an annual fair and other events that may impact the Contractor's scheduling and availability of the site.

COORDINATION WITH LANDOWNER FOR NEW/DAMAGED/REPLACED PROPERTY ITEMS:

Attention is directed to this section regarding any potential issues that could occur during construction within the property limits or boundary of private land items. This includes, but is not limited to, any existing perimeter fences/walls or gates, surface landscaping materials, trees, shrubs, irrigation lines/sprinkler systems. The Contractor shall be responsible to replace any and/or all of these landowner-type items, whether it be for replacement, damage, or removal, in kind during construction. Any of these landowner-type potential issues that become required to do, based on a conflict with proposed construction or the project plans, will be considered as Extra Work as long as the damage caused was not due to negligence by the Contractor.

Replace paragraph 3, section 5-1.36D:

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

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

Attention is directed to the U.S. Access Board, "Dimensional Tolerances in Construction and for Surface Accessibility", <https://www.access-board.gov/research/completed-research/dimensional-tolerances>, Final Report, January 2011. The Contractor shall meet, or exceed, the recommended guidelines of this Final Report for all allowable vertical and horizontal construction tolerances, grades, slopes, and flatness. Hot Mix Asphalt Concrete (HMA) shall not be placed by the Contractor prior to the approval of the placed curb ramp concrete by the Inspector and/or Engineer.

Replace the paragraphs in section 7-1.02I(2) with:

2 CA Code of Regs § 11105 & § 11122:

Under 2 CA Code of Regs § 11105:

1. During the performance of this contract, the recipient, contractor, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
2. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
3. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.
4. Recipient, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
5. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Under 2 CA Code of Regs § 11122:

**STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT
SPECIFICATIONS (GOV. CODE SECTION 12990)**

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

1. As used in the specifications:
 - a. "Act" means the Fair Employment and Housing Act.
 - b. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing, or any person to whom the Administrator delegates authority;
2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall

also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.

3. The contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer members of any group protected by the Act shall excuse the contractor's obligations under these specifications, Government Code section 12990, or the regulations promulgated pursuant thereto.5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under steps a. through e. below:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment.
 - b. Provide written notification within seven days to the director of the DFEH when the referral process of the union or unions with which the contractor has a collective bargaining agreement has impeded the contractor's efforts to meet its obligations.
 - c. Disseminate the contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
 - e. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations that assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on equal employment opportunity in the industry, ensures that the concrete benefits of the program are reflected in the contractor's workforce participation, and can provide access to documentation that demonstrates the

effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's.

8. The contractor is required to provide equal employment opportunity for all persons. Consequently, the contractor may be in violation of the Fair Employment and Housing Act (Government Code section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
9. The contractor shall not use the nondiscrimination standards to discriminate against any person because race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
10. The contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code section 12990.
11. The contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code section 12990 and its implementing regulations by the awarding agency. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code section 12990.
12. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

Add to section 7-1.02K(1):

Public Contract Code, Sec. 1725.5

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

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

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

Add between the 1st and 2nd paragraphs of section 7-1.02K(6)(a)

You must contact the local public health service department for information concerning public health conditions within the area of the project.

Add to the end of section 7-1.02K(6)(a):

The Department is not responsible for the health and safety of:

1. Contractor's personnel
2. Subcontractor's personnel
3. Supplier's personnel
4. Any other persons present at the job site at the request of you or your subcontractors.

Add to section 7-1.02L:

Public Contract Code, Sec. 7106 (Noncollusion)

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

Add to section 7-1.02M(3):

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

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

Add to section 7-1.11A:

Federal Wage Rates

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:

Title VI Assurances

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

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion,

age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

Add to section 7-1.11A:

Federal lobbying restrictions

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

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

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

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

Add to section 7-1.11A:

Use of United States-Flag Vessel

The contractor agrees -

- (1) To utilize privately owned United State flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date, of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS
FHWA Form 1273

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

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

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

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

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

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

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

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

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

a. Financial decisions _____

b. Management decisions, such as:

1. Estimating _____

2. Marketing and sales _____

3. Hiring and firing of management personnel _____

4. Purchasing of major items or supplies _____

c. Supervision of field operations _____

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

Affidavit

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

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

Date _____

State of _____

County of _____

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

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

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

Notary Public _____

Commission expires _____

[Seal]

Replace section 7-1.11B with:

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

In addition, the contractor and all subcontractors must comply with the following policies Executive Order 11 246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1 973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27, and 23 CFR Parts 200, 230, and 633

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

Note The U S Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627 The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of

1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27, and 23 CFR Parts 200, 230, and 633. The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U S Department of Labor (US DOL) and FHWA requirements.

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

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

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

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

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

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

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

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting 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 contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (1) The prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) The prime contractor remains responsible for the quality of the work of the leased employees;

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to 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.

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

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.

Federal Trainee Program

For the Federal training program, the number of trainees or apprentices is **0**.

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's of Humboldt 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 journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or

Replace section 8-1.04B, paragraph 1&2:

Replace section 8-1.05, paragraph 2:

30 WORKING DAYS

Replace section 8-1.10A, paragraph 1:

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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Add to section 9-1.03:

32

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.

Replace sections 9-1.17(D) through 9-1.22, with the following:

Final Payment and Claims

9-1.17D Final Payment and Claims

9-1.17D(1) Effective January 1, 2017, Sections 9-1.17D through 9-1.22 of the Standard Specifications shall be replaced with the following provisions as required by California Public Contract Code Section 9204 (California Assembly Bill 626).

9-1.17D(2) For purposes of this section:

1. "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - 1.1 A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - 1.2 Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - 1.3 Payment of an amount that is disputed by the public entity.
2. "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the California Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
3. "Public entity" means, without limitation, except as provided herein, a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or

nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency. However, the term “public entity” shall not include any of the following:

- 3.1 The Department of Water Resources as to any project under the jurisdiction of that department.
 - 3.2 The Department of Transportation as to any project under the jurisdiction of that department.
 - 3.3 The Department of Parks and Recreation as to any project under the jurisdiction of that department.
 - 3.4 The Department of Correction and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with section 7000) of Title 7 of Part 3 of the California Penal Code.
 - 3.5 The Military Department as to any project under the jurisdiction of that department.
 - 3.6 The Department of General Services as to all other projects.
 - 3.7 The High-Speed Rail Authority.
4. “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
 5. “subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the California Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- 9-1.17D(3)(a)** Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- 9-1.17D(3)(b)** The claimant shall furnish reasonable documentation to support the claim.
- 9-1.17D(3)(c)** If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- 9-1.17D(3)(d)** Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- 9-1.17D(4)(a)** If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

- 9-1.17D(4)(b)** Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
- 9-1.17D(4)(c)** For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- 9-1.17D(4)(d)** Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- 9-1.17D(4)(e)** This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- 9-1.17D(5)** Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- 9-1.17D(6)** Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- 9-1.17D(7)** If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

9-1.18-9-1.20 RESERVED

The walkway surface must be slip resistant and surfaced with minor HMA or commercial-quality, bituminous material, commercial-quality concrete, or wood.

A handrail with a circular cross section must have an outer diameter from 1-1/4 to 2 inches. A handrail with a noncircular cross section must have a perimeter from 4 to 6-1/4 inches and a maximum cross-section dimension of 2-1/4 inches.

Fasteners must be rounded to prevent injury to a pedestrian's fingers, hands, and arms and to eliminate sharp edges that could catch on clothing.

A detectable warning surface must be on the Authorized Material List for detectable warning surfaces and match yellow color no. 33538 of FED-STD-595.

Temporary traffic control devices used to channelize pedestrians must:

1. Be free of sharp or rough edges
2. Have a continuous detectable edging at least 6 inches high and at no more than 2 inches above the walkway surface
3. Be at least 32 inches in height
4. Have smooth connection points between devices to allow for a handrail
5. Have a top and bottom surface in the same vertical plane

12-4.04C Construction

Notify the Engineer 5 business days before closing an existing pedestrian route. Do not close the route until authorized.

If work activities require the closure of a pedestrian route and a temporary pedestrian access route is not shown, provide a temporary pedestrian access route near the traveled way. You may route pedestrians using the existing sidewalk or by constructing a temporary access route.

Construct a temporary pedestrian access route such that:

1. Walkway surface is firm and stable and free of irregularities
2. Cross slope of the pedestrian route is at most 50:1 (horizontal:vertical)
3. Longitudinal slope of the pedestrian route is at most 20:1 (horizontal:vertical)
4. Walkway, landings, blended transitions, and curb ramps are at least 60 inches wide except where not feasible, the width must be at least 48 inches wide with a 60-by-60-inch passing space at least every 200 feet
5. Lateral joints or gaps between surfaces are less than 1/2 inch wide
6. Discontinuities in surface heights are less than 1/2 inch and beveled if greater than 1/4 inch with a slope no greater than 2:1 (horizontal:vertical)
7. Ramps have:
 - 7.1. Longitudinal slope of at most 12:1 (horizontal:vertical)
 - 7.2. Rise less than 30 inches
 - 7.3. Protective edging at least 2 inches high on each side and handrails at a height from 34 to 38 inches above the walkway surface if the rise is greater than 6 inches
8. Curb ramps have:
 - 8.1. Longitudinal slope of at most 12:1 (horizontal:vertical)
 - 8.2. Protective edging at least 2 inches high on each side if the curb ramp does not have flares and the rise is greater than 6 inches
9. Pedestrians are channelized when routed off existing pedestrian routes

Construct handrails such that they are continuous, smooth and free of sharp or rough edges.

If the temporary access route is next to traffic or work activities, place a temporary barrier to separate the route from vehicles and equipment.

Install a detectable warning surface at locations where a curb ramp, landing, or blended transition connects to a street. Install the warning surface such that it extends a minimum of 36 inches in the direction of travel and for the

full width of the landing, blended transition, or curb ramp, excluding the flares.

Maintain the temporary pedestrian access route clear of obstructions. Do not allow traffic control devices, equipment, or construction materials to protrude into the walkway. Maintain a continuous unobstructed path connecting all pedestrian routes, parking lots, and bus stops located within the project limits.

Remove the temporary pedestrian access route when the Engineer determines it is no longer needed.

12-4.04D Payment

Not Used

Replace section 12-5:

12-5 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

12-5.01 GENERAL

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

Traffic control system includes signs.

12-5.03 CONSTRUCTION

12-5.03A General

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

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

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

Notification Center	Telephone Number
Underground Service Alert	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 12-1.04, "Payment," providing for flagging costs to be borne equally by the State and the Contractor will not apply. All flagging costs will be borne totally by the Contractor. If it is determined by the Engineer that the amount of flagging is insufficient for the traffic conditions, all work involving public traffic shall be halted until the Contractor provides the necessary flagging.

12-5.04 PAYMENT

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

The adjustment provisions in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications, shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. Such adjustment will be made on a force account basis as provided in Section 9-1.04, "Force Account," of the Standard Specifications for increased work, and estimated on the same basis in the case of decreased work.

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.

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13 WATER POLLUTION CONTROL

Insert into section 13-1.01:

Preliminary calculations by the Engineer indicate that the project's disturbed soil area is 0.1 acres not including stockpile or Contractor's staging area.

Insert into section 13-2.03:

Manage work activities in a way that reduces the discharge of pollutants to surface waters, groundwater and separate municipal storm sewer systems. When clearing decks of bridges be sure to close off railing openings and deck drains as so runoff or particles do not leave the work area.

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14 ENVIRONMENTAL STEWARDSHIP

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

This project includes removal of yellow thermoplastic traffic stripe that will produce hazardous waste residue.

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

After the Engineer accepts the analytical test results, dispose of yellow thermoplastic and yellow paint hazardous waste residue at a Class 1 disposal facility located in California 90 days after accumulating 220 lb of residue.

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

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15 EXISTING FACILITIES

Add to section 15-1.01:

The Contractor shall physically reference out the existing utility facility to be adjusted both in the field on the ground, and on a paper sketch. The Contractor shall use a plastic or rubber location spike specifically manufactured to locate buried facilities after paving, if needed. Each facility shall be adjusted to be flush with the new asphalt, or concrete, overlay grade, or as shown on the plans. Any utility/facility, or surrounding roadway feature in the vicinity, damaged by contractor operations during construction shall be replaced at the Contractor's expense and no additional compensation will be allowed therefor.

Extreme caution shall be exercised by the Contractor when working on or near existing survey monuments (Survey Monuments must not be disturbed). If the Contractor does disturb a survey monument during construction, Contractor shall notify the Engineer immediately, and shall pay all costs associated with resetting the monument to its correct location (to the review and approval of the County Surveyor). Under no circumstances shall personnel other than the County of Humboldt survey crew modify existing monuments.

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16 TEMPORARY FACILITIES

Insert into section 16-2.02A(3)

Submit prior to construction a shop drawing of pedestrian access and detour for the three project sites included in this work. The surface of the detour must be skid resistant and free of irregularities. Pedestrian ramps or transitions from sidewalk to pavement shall be compliant with ADA requirements. A ramp can be constructed or use of handi-ramp (or equivalent) needs to be on the prior submittal to Engineer for approval prior to construction.

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DIVISION III EARTHWORK AND LANDSCAPE

19 EARTHWORK

Add to section 19-1.01A:

Earthwork activities include developing a water supply and finishing the roadway, curb ramps, and sidewalk. Contractor shall comply with sections 10-6, and 22.

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

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

Add to Section 19-2.04:

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AA

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39 ASPHALT CONCRETE

Replace Section 39 Asphalt Concrete (2015) with Section 39 Hot Mix Asphalt (2010):

Add to section 39-1.01 (2010 Std. Specs):

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

Add to section 39-1.02C (2010 Std. Specs):

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

Add to section 39-1.02E (2010 Std. Specs):

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

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DIVISION VII DRAINAGE

70 MISCELLANEOUS DRAINAGE FACILITIES

Add to the list in section 70-5.01A:

4. Steel Channel

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DIVISION VIII MISCELLANEOUS CONSTRUCTION

73 CONCRETE CURBS AND SIDEWALKS

Add to Section 73-1.01:

Minor Concrete includes curb and gutter, curb, sidewalk and driveway connections not part of a curb ramp area. Curb ramps include all portions of curb, gutter and sidewalk within the curb return/ramp area. Mountable curbs with island include all portions of curb, gutter and island area.

Add to Section 73-3.01:

The detectable warning surfaces shall comply with the following provisions of the 2016 California Access Compliance Advisory Reference Manual.

11B-705.1.1.3 Color and contrast.

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

11B-705.1.1.3.1

Detectable warning surfaces shall be yellow and approximate FS 33538 of Federal Standard 595C.

11B-705.3 Product approval.

Only approved DSA-AC detectable warning products and directional surfaces shall be installed as provided in the California Code of Regulations (CCR), Title 24, Part 1, Chapter 5, Articles 2,3 and 4. Refer to CCR Title 24, Part 12, Chapter 11b, Section 12, 11B.205 for building and facility access specifications for product approval for detectable warning products and directional surfaces.

Replace Section 73-3.01A with:

Section 73-3 includes specifications for constructing sidewalks, gutter depressions, island paving, curb ramps, and driveways.

Replace Section 73-3.04 with:

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

The payment quantity for minor concrete (curb ramp) does not include detectable warning surface.

Add to Section 73-4.01A:

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

Add to the end of the 1st paragraph of section 73-10.03:

Removal of concrete includes the removal of detectable warning surfaces.

Replace Not Used in section 73-10.04 with:

Detectable warning surface placed on existing concrete is paid for as a separate bid item.

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DIVISION IX TRAFFIC CONTROL FACILITIES

84 TRAFFIC STRIPES AND PAVEMENT MARKINGS

Add to section 84:

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

84-6.01 GENERAL

84-6.01A Summary

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

Thermoplastic must comply with section 84-2.

84-6.01B Submittals

Submit a certificate of compliance for the glass beads.

84-6.01C Quality Control and Assurance

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

84-6.02 MATERIALS

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

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

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

84-6.03 CONSTRUCTION

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

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

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

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

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

You may apply glass beads by hand on pavement markings.

Apply glass beads at a rate of at least 6 lb/100 sq ft of stripe or marking. Apply AASHTO M 247, Type 2, glass beads at a rate of at least 8 lb/100 sq ft of stripe or marking. The combined weight of the 2 types of glass beads must be greater than 14 lb/100 sq ft of stripe or marking.

84-6.04 PAYMENT

Not Used

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Replace Reserved in section 84-9.03C with:

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

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

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

[illegible]

DIVISION X ELECTRICAL WORK

Replace Section 86-88 Reserved (2015) with Section 86 Electrical Systems (2010):

86 ELECTRICAL SYSTEMS

Replace sections 86-1.01 to section 86-1.05

86-1.01A Summary

Section 86 includes general specifications for furnishing electrical equipment and materials.

Electrical equipment and materials must comply with part 4 of the California MUTCD and 8 CA Code of Regs, chapter 4, subchapter 5, "Electrical Safety Orders."

Galvanized equipment and materials must comply with section 75-1.02B (2010).

86-1.01B Definitions

accessible pedestrian signal: Accessible pedestrian signal as defined in the *California MUTCD*.

accessible walk indication: Activated audible and vibrotactile action during the walk interval.

actuation: Actuation as defined in the *California MUTCD*.

ambient sound level: Background sound level in dB at a given location.

ambient sound sensing microphone: Microphone that measures the ambient sound level in dB and automatically adjusts the accessible pedestrian signal speaker's volume.

audible speech walk message: Audible prerecorded message that communicates to pedestrians which street has the walk interval.

channel: Discrete information path.

CALiPER: Commercially Available LED Product Evaluation and Reporting. A U.S. Department of Energy

program that individually tests and provides unbiased information on the performance of commercially available LED luminaires and lights.

controller assembly: Assembly for controlling a system's operations, consisting of a controller unit and auxiliary equipment housed in a waterproof cabinet.

controller unit: Part of the controller assembly performing the basic timing and logic functions.

correlated color temperature: Absolute temperature in kelvin of a blackbody whose chromaticity most nearly resembles that of the light source.

detector: Detector as defined in the *California MUTCD*.

electrolier: Assembly of a lighting standard and luminaire.

fastening hardware [ICF1]: Bolts, nuts, washer, fasteners, hex nuts, lock nuts, or other metal components to secure or lock down a device or equipment.

flasher: Device for opening and closing signal circuits at a repetitive rate.

flashing beacon control assembly: Assembly of switches, circuit breakers, terminal blocks, flasher, wiring, and other necessary electrical components housed in a single enclosure for operating a beacon.

house side lumens: Lumens from a luminaire directed to light up areas between the fixture and the pole, such as sidewalks at intersection or areas off the shoulders on freeways.

illuminance gradient: Ratio of the minimum illuminance on a 1-foot square of sign panel to that on an adjacent 1-foot square of sign panel.

inductive loop detector: Detector capable of being actuated by an inductance change caused by a vehicle passing or standing over the loop. An inductive loop detector includes a loop or group of loops installed in the roadway and a lead-in cable installed and connected inside a controller cabinet.

junction temperature: Temperature of the electronic junction of the LED device. The junction temperature is critical in determining photometric performance, estimating operational life, and preventing catastrophic failure of the LED.

L70: Extrapolated life in hours of the luminaire when the luminous output depreciates 30 percent from the initial values.

lighting standard: Pole and mast arm supporting the luminaire.

link: Part of a system which provides a data connection between a transmitter and receiver.

LM-79: Test method from the Illumination Engineering Society of North America specifying the test conditions, measurements, and report format for testing solid state lighting devices, including LED luminaires.

LM-80: Test method from the Illumination Engineering Society of North America specifying the test conditions, measurements, and report format for testing and estimating the long-term performance of LEDs for general lighting purposes.

luminaire: Assembly that houses the light source and controls the light emitted from the light source.

mid-span access method: Procedure in which fibers from a single buffer tube are accessed and spliced to a multi buffer tube cable without cutting the unused fibers in the buffer tube, or disturbing the remaining buffer tubes in the cable.

National Voluntary Laboratory Accreditation Program: U.S. Department of Energy program that accredits independent testing laboratories.

optical time domain reflectometer (OTDR): Fiber optic test equipment that is used to measure the total amount of power loss between two points and over the corresponding distance. It provides a visual and printed display of the relative location of system components such as fiber sections, splices and connectors as

well as the losses that are attributed to each component and or defects in the fiber.

pedestrian change interval: Pedestrian change interval as defined in the *California MUTCD*.

powder coating: Coating applied electrostatically using exterior-grade, UV-stable, polymer powder.

power factor: Ratio of the real power component to the complex power component.

power meter: A portable fiber optic test equipment that, when coupled with a light source, is used to perform end-to-end attenuation testing. Its display indicates the amount of power injected by the light source at the designed wavelength of the system under testing that arrives at the receiving end of the link.

pretimed controller assembly: Assembly operating traffic signals under a predetermined cycle length.

programming mechanism: Device to program the accessible pedestrian signal operation.

pull box: Box with a cover that is installed in an accessible place in a conduit run to facilitate the pulling in of wires or cables.

push button information message: Push button information message as defined in the *California MUTCD*.

push button locator tone: Push button locator tone as defined in the *California MUTCD*.

segment: A continuous cable terminated by 2 splices, 2 connectors or 1 splice and 1 connector.

signal face: Signal face as defined in the *California MUTCD*.

signal head: Signal head as defined in the *California MUTCD*.

signal indication: Signal indication as defined in the *California MUTCD*.

signal section: Signal section as defined in the *California MUTCD*.

signal standard: Pole with or without mast arms carrying 1 or more signal faces.

street side lumens: Lumens from a luminaire directed to light up areas between the fixture and the roadway, such as traveled ways and freeway lanes.

surge protection device: Subsystem or component that protects equipment against short-duration voltage transients in power line.

total harmonic distortion: Ratio of the rms value of the sum of the squared individual harmonic amplitudes to the rms value of the fundamental frequency of a complex waveform.

traffic-actuated controller assembly: Assembly for operating traffic signals under the varying demands of traffic as registered by detector actuation.

traffic phase: Traffic phase as defined in the *California MUTCD*.

vehicle: Vehicle as defined in the *California Vehicle Code*.

vibrotactile pedestrian device: Vibrotactile pedestrian device as defined in the *California MUTCD*.

86-1.01C Submittals

Within 15 days after Contract approval, submit a list of equipment and materials you propose to install.

Submit the list before shipping equipment and materials to the job site. The list must include:

1. Manufacturer's name
2. Make and model number
3. Month and year of manufacture
4. Lot and serial numbers
5. Contract number
6. Your contact information

Submit confirmation of the vendor's acceptance of the order for the electrical equipment and materials as an

informational submittal.

Submit 3 sets of computer-generated, schematic wiring diagrams for each cabinet.

Diagrams, plans, and drawings must be prepared using graphic symbols in IEEE 315, "Graphic Symbols for Electrical and Electronic Diagrams."

Submit a schedule of values within 15 days after Contract approval.

Do not include costs for the traffic control system in the schedule of values.

Submit a manufacturer's maintenance manual or combined maintenance and operation manual as an informational submittal. The manual must have a master item index that includes:

1. Specifications
2. Design characteristics
3. General operation theory
4. Function of all controls
5. Troubleshooting procedure
6. Parts list, descriptions, stock numbers, and settings
7. Block circuit diagram
8. Layout of components
9. Schematic diagrams

86-1.01D Regulations and Code

Electrical equipment must comply with one or more of the following standards:

1. ANSI
2. ASTM
3. EIA/ECIA
4. NEMA
5. NETA
6. UL/NRTL
7. TIA

Materials must comply with:

1. FCC rules
2. ITE standards
3. NEC
4. California Electrical Code

86-1.01E Certificate of Compliance

Submit a certificate of compliance for all electrical material and equipment.

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Add section 86-2.11D Photovoltaic Service

86-2.11D PHOTOVOLTAIC SERVICE

The photovoltaic system shall be capable of powering the Flashing LED Pedestrian Crossing Sign, Rectangular Rapid Flashing Beacon (RRFB), and Accessible Pedestrian Signal (APS) and Push Button Assembly (PBA).

Photovoltaic systems shall be mounted on a Type 1-B Standard, Detail A-3, per Standard Plan ES-7B (2015).

Poles shall be in accordance with Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications (2010).

Submittals

Submittals for photovoltaic systems shall include:

- ## Documents

Batteries

Controllers

AA

86-2.19 RECTANGULAR RAPID FLASHING BEACON

86-2.19A GENERAL

The RRFB system must be compatible with the following systems to be installed under this contract:

- ### 86-2.19A(1) Summary

49

86-2.19A(2) Submittals

Submit the following before shipping the RRFB to the job site:

1. Delivery form including Contract number and contact information
2. Manufacturer's name, contact information, and installation instructions
3. Maintenance manuals (2 copies)
4. Factory testing documentation for the sign
5. Test lab report certifying LED's meet Class 1 per SAE Standard J595
6. Operation manuals (3 copies)
7. Shop drawings showing the mechanical sign support, showing all electrical connections (2 copies)
8. Warranty documentation before installation

Submit a Certificate of Compliance for each of the components used in the installation of the RRFB.

86-2.19A(3) Quality Control and Assurance

86-2.19A(3)(a) Functional Testing

The RRFB must be factory tested.

Qualified representative of the RRFB vendor must perform the site functional testing while the Engineer is present before final payment is made.

Perform the following testing:

1. Set up the sign to flash when the APS Pushbutton is pressed
2. The LEDs must:
 - 2.1. Turn on instantly
 - 2.2. Blank out upon a fixed adjustable time frame.
 - 2.3. Be extremely high contrast and visible in normal weather conditions. Turn off the dimmer option experimentally if the normal display is not too bright to view at night
3. Adjustable activation time must be between 0 – 120 seconds

86-2.19A(3)(b) Training

Inform the Engineer at least 7 days before performing the tests. Humboldt County Department of Public Works Road and Equipment Maintenance staff will be present on site to observe the tests and get training on the operation of the RRFB.

Perform sample of test similar to the ones described under functional testing and provide a minimum of 2 hours of training to a maximum of 4 department employees on how to program, adjust, calibrate, troubleshoot and repair the sign.

Furnish materials and equipment for the training.

86-2.19A(3)(c) Warranty

Furnish a 2 year replacement warranty from the manufacturer for RRFB and accessories against any defects or failures. The effective date of the warranty is the date of contract acceptance.

Replacement parts must arrive within 5 business days after receipt of the failed parts. The Department does not pay for replacement parts. Deliver replacement parts to the following Department's Road and Equipment Maintenance office:

Humboldt County Department of Public Works
Road & Maintenance Division
1106 Second Street
Eureka, CA 95501

Provide from the manufacturer replacement components covered by warranty repairs at no charge in exchange for the part being replaced. The manufacturer must bear all the outbound shipping costs for warranty replacement

components.

86-2.19B MATERIALS

86-2.19B(1) General

The RRFB must consist of two rapidly and alternately flashed rectangular yellow indications having LED- array based pulsing light sources. Each indication must be a minimum of approximately 5 inches wide by approximately 2 inches high.

The indications must be aligned horizontally, with the longer dimension horizontal and with the minimum space between the two indications of approximately 7 inches, measured from inside edge of one indication to inside edge of the other indication.

The product shall be FCC certified to comply with all 47 CFR FCC Part 15 Subpart B Emission requirements.

The product shall be Buy American compliant.

86-2.19B(2) Specifications

The RRFB must be installed to function as a warning beacon and meet the standards set forth in the California Manual on Uniform Traffic Control Devices (CAMUTCD) except for flash rate.

The RRFBs will be activated by ADA compliant pedestrian pushbuttons

Mount a pedestrian instruction sign with the legend PUSH BUTTON TO TURN ON WARNING LIGHTS on the pushbutton.

The RRFB must comply with the requirements in the following table:

Description	Requirements
Sign Reflective Sheeting	Compliance with current CAMUTCD requirements for reflectivity, materials and mounting guidelines.
Power	Photovoltaic system autonomy shall be a minimum of 10 days.
Interconnection between units	Wireless
LEDs	100,000 hour rated life
Hardware	Theft deterrent hardware
Serial # plate	With Manufacture date for informational and warranty purposes
Dimmer	Dim RRFB at night automatically with disable option
Wiring	Completely enclosed in control enclosure with access for replacement

The manufacturer's name, model number, serial number, date of manufacture, identification number, rated voltage, current, power, and volt-amperes must be permanently marked on the sign enclosure.

Rectangular rapid flashing beacon components including the electronic components must be easily replaceable in the field and not require special tools outside those normally found in the industry.

LEDs must be rated for 8 years operating life for the sign.

86-2.19B(3)(a) LED Indications

Rectangular rapid flashing beacon must not dim during daytime operation.

The LEDs must be ITE (Institute of Traffic Engineers) amber and have a wavelength from 590 nm to 600 nm and must be rated for 100,000 hours or more continuous illumination.

color no. 17038, 27038, or 37038 of FED-STD-595.

If the push button is to be attached to a pole, the housing must be shaped to fit the pole's curvature.

The assembly must be waterproof and shockproof.

The push button's switch must be a single-pole, double-throw switching unit with screw-type terminals rated 15 A at 125 V(ac).

Switch for the push button must have:

1. Plunger actuator and a U frame to allow recessed mounting in the push button housing
2. Operating force of 3.5 lb
3. Maximum pretravel of 5/64 inch
4. Minimum overtravel of 1/32 inch
5. Differential travel from 0.002 to 0.04 inch
6. Minimum 2-inch diameter actuator

The assembly shall be installed as shown on Standard Plans ES-7A and ES-5C (2015).

Install the push button and the sign on the crosswalk side of the pole.

Pedestrian Push buttons shall also comply with the following provisions of the 2016 California Access Compliance Advisory Reference Manual. **11B-703.7.2.7**, as follows:

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

86-5.03 ACCESSIBLE PEDESTRIAN SIGNAL

86-5.03A General

Accessible pedestrian signal must comply with the *California MUTCD*, chapter 4E, and have:

1. Audible speech message that plays when the push button is actuated. The accessible pedestrian signal must have at least 5 audible message options.
2. Push button locator tone that clicks or beeps.
3. Feature that activates the pedestrian phase during any failure without causing the pedestrian phase to be on RECALL.

An accessible pedestrian signal must function with the Department-furnished Model 170E/2070E controller assembly.

No part of the accessible pedestrian signal must be installed inside the controller cabinet.

Power for the accessible pedestrian signal must be from the pedestrian signal housing terminal block.

The housing for the signal assembly must be made of corrosion-resistant material. Theft-proof bolts used for mounting the housing to the standard must be stainless steel with a content of 17 percent chromium and 8 percent nickel. The housing must be shaped to fit the pole's curvature.

The color of a metallic housing must match color no. 33538 of FED-STD-595.

The color of a plastic housing must match color no. 17038, 27038, or 37038 of FED-STD-595.

Accessible pedestrian signal must:

1. Have electronic switches, a potentiometer, or an access port for a device for controlling and programming the volume level and messaging
2. Be weatherproof and shockproof

Enclosure for the accessible pedestrian signal must:

1. Weigh less than 7 lb
2. Measure less than 16 by 6 by 5 inches
3. Have a wiring hole with a diameter not exceeding 1-1/8 inches
5. Have a switch for a push button
6. Have a vibrotactile device on the push button or on the arrow
7. Have an internal weatherproof speaker and microphone that senses the ambient sound level

The separation between adjacent holes used for conductors and mounting must be at least twice the diameter of the larger hole.

The speaker grills must be located on the surface of the enclosure. The speakers must not interfere with the housing or its mounting hardware.

The cable between the accessible pedestrian signal assembly and the pedestrian signal head must have a:

1. Minimum four no. 18 stranded or larger tinned copper conductors with a minimum insulation thickness of 15 mils
2. Cable jacket with a minimum thickness of 20 mils and rated for a minimum:
 - 2.1. 300 V(ac)
 - 2.2. 80 degrees C
3. Nominal outside diameter less than 350 mils
4. Conductor color code of black, white, red and green

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Replace "Reserved" in section 86-6.06C with:

86-6.06C FLASHING LED PEDESTRIAN CROSSING SIGN

86-6.06C(1) General

This special provision describes furnishing and installing a solar powered flashing LED pedestrian crossing sign (LED PCS) assembly.

86-6.06C(1)(a) Summary

The flashing LED pedestrian crossing sign (LED PCS) system shall conform to all applicable FHWA and MUTCD standards and guidelines.

The flashing LED PCS assemblies shall include the following: a solar powered LED flashing sign (W11-2 or S1-1), control unit, service equipment enclosure, and LED enhanced push button activation mechanisms as well as all equipment necessary to construct and maintain the complete system.

All crossing assemblies shall include a Rectangular Rapid Flashing Beacon (RRFB). Each crossing assembly consists of a LED flashing W11-2 sign and W16-7P plaque. However, the crossing assembly at Myrtle and Pennsylvania consists of a LED flashing S1-1 sign and W16-7P plaque.

The Flashing LED Pedestrian Crossing Sign must be compatible with the following systems to be installed under this contract:

- Rectangular Rapid Flashing Beacon (RRFB) (Section 86-2.19)
- Photovoltaic Service (Section 86-211D)
- Push Button Assembly (PBA) (Section 86-5.02)
- Accessible Pedestrian Signal (APS) (Section 86-5.03)

86-6.06C(1)(b) Submittals

Submit the following before shipping the LED PCS assembly to the job site:

1. Delivery form including Contract number and contact information
2. Manufacturer's name, contact information, and installation instructions
3. Maintenance manuals (2 copies)
4. Factory testing documentation for the sign
5. Operation manuals (3 copies)
6. Shop drawings showing the mechanical sign support, showing all electrical connections (2 copies)
7. Warranty documentation before installation

Submit a certificate of compliance for LED PCS System.

86-6.06C(1)(c) Functional Testing

Qualified representative of the LED PCS System vendor must perform the site functional testing while the Engineer is present before final payment is made.

Perform the following testing:

1. Set up the sign to flash when the APS Pushbutton is pressed
2. The LEDs must:
 - 2.1. Turn on instantly
 - 2.2. Blank out upon a fixed adjustable time frame.
 - 2.3. Be extremely high contrast and visible in normal weather conditions. Turn off the dimmer option experimentally if the normal display is not too bright to view at night

86-6.06C(1)(d) Training

Inform the Engineer at least 7 days before performing the tests. Humboldt County Department of Public Works Road and Equipment Maintenance staff will be present on site to observe the tests and get training on the operation of the LED PCS system.

Perform sample of test similar to the ones described under functional testing and provide a minimum of 2 hours of training to a maximum of 4 department employees on how to program, adjust, calibrate, troubleshoot and repair the sign.

Furnish materials and equipment for the training.

86-6.06C(1)(e) Warranty

Furnish a 2 year replacement warranty from the manufacturer for LED PCS system and accessories against any defects or failures. The effective date of the warranty is the date of contract acceptance.

Replacement parts must arrive within 5 business days after receipt of the failed parts. The Department does not pay for replacement parts. Deliver replacement parts to the following Department's Road and Equipment Maintenance office:

Humboldt County Department of Public Works
 Road & Maintenance Division
 1106 Second Street
 Eureka, CA 95501

Provide from the manufacturer replacement components covered by warranty repairs at no charge in exchange for the part being replaced. The manufacturer must bear all the outbound shipping costs for warranty replacement components.

86-6.06C(2) Materials

The product shall be FCC certified to comply with all 47 CFR FCC Part 15 Subpart B Emission requirements.

The LED PCS system shall be able to function autonomously for a minimum of 10 days

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

86-6.06C(3) Light Emitting Diode Light Source

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

When activated, the two yellow indications in each LED sign shall flash simultaneously at a rate of more than 50 and less than 60 times per minute.

86-6.06C(4) Service

86-6.06C(4)(a) LED PCS Flasher Unit

The photovoltaic system shall have the capacity to operate the flashing LED signs for 300 20-second activations per day year-round and the solar street light for 4 hours after dusk at full brightness followed by dim brightness until dawn using the applicable peak sun hours insolation available at the installation location.

86-6.06C(4)(b) LED PCS Controller Unit

The LED PCS controller unit shall be energized by a photovoltaic system mounted on a Type 1-B Standard, Detail A-3 (2015). The photovoltaic system shall be capable of energizing the Rectangular Rapid Flashing Beacon (RRFB) per section 86-2.11 "Service" (2010).

The minimum pedestrian crossing time must be based on a walking speed of 4 feet per second.

86-6.06C(5) Pedestrian Activation System

Pedestrian activation systems must be manual. Manual systems must consist of an accessible pedestrian signal (APS) assembly and push button assembly (PBA) post and must comply with sections 86-5.02 and 86-5.03 (2010).

The LED PCS system shall provide wireless radio functionality between ADA compliant pedestrian push buttons assemblies (PBA), with unique channels to avoid activation of nearby systems.

86-6.06C(6) Installation

The LED PCS system shall be installed on a Caltrans Type 1-B Standard Detail A-3 with mounting hardware supplied by the Contractor per Contract Drawings and these specifications.

86-6.06C(7) Payment

Payment for LED PCS system shall include full compensation for furnishing all labor, equipment, tools, and materials necessary to complete this item, including: the Type 1-B Standard, any excavation, concrete, steel reinforcement used in installing the Type 1-B Standard; the photovoltaic service, the Flashing LED Pedestrian Signs (W11-1 & S1-1), W16-7P plaque; the RRFB system; the PBA & APS system; other required ADA plaque or paint; and miscellaneous hardware used to mount the individual systems on the Type 1-B Standard.

PROPOSAL
TO
THE COUNTY OF HUMBOLDT
FOR

PEDESTRIAN SAFETY CROSSING PROJECT
PROJECT NO.: HSIPL-5904 (150)
CONTRACT NO.: 216100

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 **2015**, the Standard Specifications dated **2015**, 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)
PEDESTRIAN SAFETY CROSSING PROJECT
PROJECT NO.: HSIPL-5904 (150)
CONTRACT NO.: 216100

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	035740	16" X 5" STEEL CHANNEL (0.375" THICK)	LF	26		
2	46259	F BAR REINFORCING STEEL	LB	180		
3	120100	TRAFFIC CONTROL SYSTEM	LS	1		
4	124000	TEMPORARY PEDESTRIAN ACCESS ROUTE	LS	1		
5	130100	JOB SITE MANAGEMENT	LS	1		
6	130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1		
7	130620	TEMPORARY DRAINAGE INLET PROTECTION	EA	1		
8	190137	ROADWAY EXCAVATION (CITY STREET)	CY	25		
9	260203	CLASS 2 AGGREGATE BASE	CY	25		
10	390132	HOT MIX ASPHALT (TYPE A)	TON	9		
11	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SY	52		
12	562001	ROADSIDE SIGN (PED SIGN W11-2 & W16-9P W/ METAL POST)	EA	2		
13	562001	ROADSIDE SIGN (SOLAR POWERED, S1-1 W/ LED LIGHTS, RRFB, W16-7P & PED PUSH BUTTON W/ ADA PLAQUE) - MYRTLE AVE	EA	2		
14	562001	ROADSIDE SIGN (SOLAR POWERED, W11-2 W/ LED LIGHTS, RRFB, W16-7P & PED PUSH BUTTON W/ ADA PLAQUE)	EA	4		
15	730070	DETECTABLE WARNING SURFACE	SF	60		
16	731511	MINOR CONCRETE (ISLAND PAVING)	CY	6		
17	731519	MINOR CONCRETE (STAMPED CONCRETE)	SF	120		
18	731627	MINOR CONCRETE (CURB, SIDEWALK AND CURB RAMP)	CY	13		
19	731760	REMOVE CONCRETE CURB AND SIDEWALK	SY	70		
20	750001	F MISCELLANEOUS IRON AND STEEL (MYRTLE AVE. CROSS DRAIN)	LB	160		
21	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	14		
22	820250	REMOVE ROADSIDE SIGN	EA	3		
23	820610	RELOCATE ROADSIDE SIGN	EA	1		
24	840502	THERMOPLASTIC TRAFFIC STRIPE, 4" (ENHANCED WET NIGHT VISIBILITY)	LF	50		
25	840516	THERMOPLASTIC PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY)	SF	500		
26	846030	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	15		
27	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SF	620		
28	999990	MOBILIZATION	LS	1		
NOTE: ITEM CODE LETTER DESIGNATION; S=SPECIALITY ITEM, F=FINAL PAY QUANTITY						
				BID TOTAL		

ACKNOWLEDGEMENT OF ADDENDA

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

(Bidder's Signature)

(Title)

PROPOSAL SIGNATURE PAGE

Accompanying this proposal is _____

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

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

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

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

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

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

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

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

Date: _____



Signature and Title of Bidder

Bidder's Business Address _____

Place of Residence

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

PEDESTRIAN SAFETY CROSSING PROJECT
PROJECT NO.: HSIPL-5904 (150)
CONTRACT NO.: 216100

for which bids are to be opened on **TUESDAY**, April 2, 2019, 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.)

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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

YES ☐ NO ☐

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

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

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

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

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

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

NONCOLLUSION AFFIDAVIT

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

To the COUNTY OF HUMBOLDT, DEPARTMENT OF PUBLIC WORKS:

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put

in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

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

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

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 <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> 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 member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
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 No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

Federal Use Only:

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

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

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

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

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) - PART 1

PROJECT NO.: HSIPL-5904 (150) CONTRACT NO.: 216100

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.** Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.

Distribution: 1) Original - Local Agency File

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) - PART 2

PROJECT NO.: HSIPL-5904 (150) CONTRACT NO.: 216100

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provide a quote or bid but were not selected to participate as a subcontractor on this project. Photocopy this form for additional firms.

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.
Name:							<input type="checkbox"/> <\$1 million
City, State:							<input type="checkbox"/> <\$5 million
							<input type="checkbox"/> <\$10 million
							<input type="checkbox"/> <\$15 million
							Age of Firm: ____ yrs.

Distribution: 1) Original-Local Agency File 2) Copy-DLAE w/ Award Package

Exhibit 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: HUMBOLDT COUNTY 2. Contract DBE Goal: 12 Percent
 3. Project Description: PEDESTRIAN SAFETY CROSSING PROJECT
 4. Project Location: _____
 5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____
 8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section			15. TOTAL CLAIMED DBE PARTICIPATION	\$
21. Local Agency Contract Number: <u>CONTRACT NO.: 216100</u> 22. Federal-Aid Project Number: <u>PROJECT NO.: HSIPL-5904 (150)</u> 23. Bid Opening Date: <u>April 2, 2019</u> 24. Contract Award Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> 25. Local Agency Representative's Signature _____ 27. Local Agency Representative's Name _____ 29. Local Agency Representative's Title _____ </div> <div style="width: 45%;"> 26. Date _____ 28. Phone _____ </div> </div>				%
			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
			<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> 16. Preparer's Signature _____ 18. Preparer's Name _____ 20. Preparer's Title _____ </div> <div style="width: 45%;"> 17. Date _____ 19. Phone _____ </div> </div>	

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

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

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

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

LOCAL AGENCY SECTION

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

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. **PROJECT NO.: HSIPL-5904 (150)** Bid Opening Date **April 2, 2019**

The County of Humboldt established a Disadvantaged Business Enterprise (DBE) goal of 12 % 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):

<u>Publications</u>	<u>Dates of Advertisement</u>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

- 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.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

- 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.

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DBE AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number CONTRACT NO.: 216100		2. Federal-Aid Project Number PROJECT NO.: HSIPL-5904 (150)		3. Local Agency HUMBOLDT COUNTY		4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		
15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____				16. TOTAL			

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

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

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
2. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
3. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
4. **Contract Completion Date** - Enter the date the contract was completed.
5. **Contractor/Consultant** - Enter the contractor/consultant's firm name.
6. **Business Address** - Enter the contractor/consultant's business address.
7. **Final Contract Amount** - Enter the total final amount for the contract.
8. **Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
12. **Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
13. **Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
14. **Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
15. **Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
16. **Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
17. **Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
18. **Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
19. **Phone** - Enter the area code and telephone number of the person signing the form.
20. **Date** - Enter the date the form is signed by the contractor's preparer.
21. **Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
22. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
23. **Phone** - Enter the area code and telephone number of the person signing the form.
24. **Date** - Enter the date the form is signed by the Local Agency Representative.

EXHIBIT 17-O: DBE CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number CONTRACT NO.: 216100		2. Federal-Aid Project Number PROJECT NO.: HSIPL-5904 (150)		3. Local Agency HUMBOLDT COUNTY		4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. DBE Contact Information	10. DBE Certification Number	11. Amount Paid While Certified	12. Certification/Decertification Date (Letter Attached)	13. Comments		

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
14. Contractor/Consultant Representative's Signature	15. Contractor/Consultant Representative's Name	16. Phone	17. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
18. Local Agency Representative's Signature	19. Local Agency Representative's Name	20. Phone	21. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

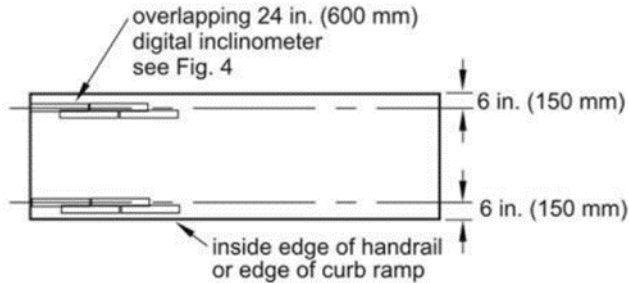
**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CERTIFICATION STATUS CHANGE**

1. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
2. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
3. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
4. **Contract Completion Date** - Enter the date the contract was completed.
5. **Contractor/Consultant** - Enter the contractor/consultant's firm name.
6. **Business Address** - Enter the contractor/consultant's business address.
7. **Final Contract Amount** - Enter the total final amount for the contract.
8. **Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
10. **DBE Certification Number** - Enter the DBE's Certification Identification Number.
11. **Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
12. **Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
13. **Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
14. **Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
15. **Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
16. **Phone** - Enter the area code and telephone number of the person signing the form.
17. **Date** - Enter the date the form is signed by the contractor's preparer.
18. **Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
19. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
20. **Phone** - Enter the area code and telephone number of the person signing the form.
21. **Date** - Enter the date the form is signed by the Local Agency Representative.

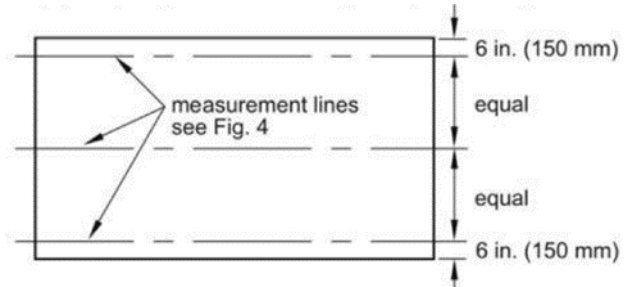
(DRAFT) CURB RAMP INSPECTION REPORT

PROJECT NAME: <u>PEDESTRIAN SAFETY CROSSING PROJECT</u> CONTRACT NO.: <u>216100</u> CONTRACTOR: _____	Major Road\Cross Street	Ramp Case Location Number	Intersection Quadrant <input type="checkbox"/> Northwest <input type="checkbox"/> Northeast <input type="checkbox"/> Southwest <input type="checkbox"/> Southeast <input type="checkbox"/> Mid-Block	Ramp <input type="checkbox"/> Single <input type="checkbox"/> Dual Ramp 1 <input type="checkbox"/> Dual Ramp 2
---	-------------------------	----------------------------------	---	---

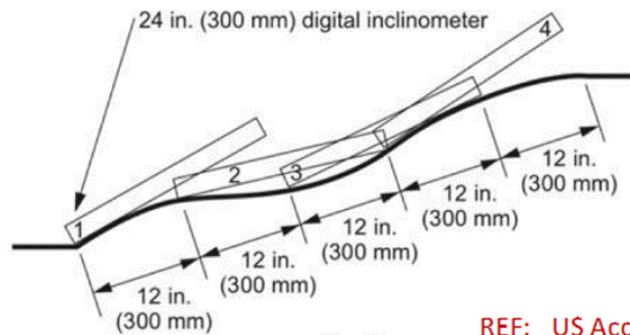
RUNNING SLOPE FLATNESS



(a) ramps up to and including 5 ft. (1525 mm) wide



(b) ramps over 5 ft. (1525 mm) wide

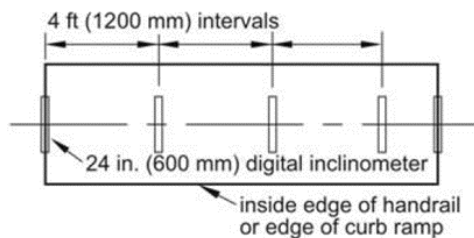


REF: US Access Board Part II, Section 1.1.13

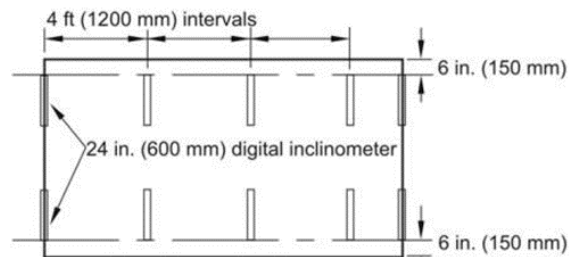
RUNNING SLOPE FIELD MEASUREMENTS (Nearest 0.1%)

[illegible]

CROSS SLOPE FLATNESS



(a) ramps up to and including 5 ft. (1525 mm) wide



(b) ramps over 5 ft (1525 mm) wide

CROSS SLOPE FIELD MEASUREMENTS (Nearest 0.1%)

[illegible]

(DRAFT) CURB RAMP INSPECTION REPORT: FIELD CHECKLIST

No.	Requirement	Compliant	
1	Detectable warning surface is in compliance with Raised Truncated Dome diameter, height, spacing and color. [REF: CBC 11B-705.1.1.2]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2	Detectable warning surface edge nearest the curb is 6" min and 8" max from the Face of Curb (or Flowline) [REF: CBC 11B-705.1.2.2]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3	Are all changes in surface level less than ¼"? Including concrete to HMA transition, counter slope to ramp, utility boxes and detectable warning surface to adjoining areas. [REF: PROWAG R302.7.2; CBC 11B-403.4]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4	For openings or gratings located within the boundary of curb ramp, are spaces less than ½" in one direction and are elongated openings oriented perpendicular to dominate direction of travel? REF: PROWAG R302.7.3]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5	Obstructions: Are objects with leading edges between 27" to 80" height protected by guardrails or other barriers less than 27" above the finished surface? [REF: CBC 11B-307] and is horizontal protrusion less than 4" (4.5" for handrails) without reducing the 48" minimum clear width requirement? [REF: CBC 11B-307.2]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6	Obstructions: For objects mounted on single posts, that overhang the sidewalk or curb ramp, are the overhangs less than 12" when located between heights of 27" to 80"? [REF: CBC 11B-307.3]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7	Signalized intersection: Is the pedestrian push button height within 38-42 inches from the sidewalk surface or ground? [REF: PROWAG R209]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8	Signalized intersection: Is the pedestrian push button wheelchair accessible from unobstructed forward reach and side reach? [REF: PROWAG R209; CBC 11B-308.2-3]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9	Signalized intersection: For unobstructed side reach, is the pedestrian push button within 10 inches of the edge of sidewalk? [REF: PROWAG R209; CBC 11B-308.3.1]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
10	Signalized intersection: Is the sidewalk slope and cross slope less than 1.7 percent within the 48" x 48" area adjacent to pedestrian push button? [REF: PROWAG R403 et al]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
11	Crosswalk: Does the crosswalk line up with the curb ramp? [REF: BMP] Or is there a minimum area of 48" x 48" within the crosswalk in front of the curb ramp? [REF: CBC 11B-406.5.9]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
12	Crosswalk: For one-ramp corner (diagonal) installation, is the crosswalk a minimum of 4' back from bottom of curb ramp? [REF: PROWAG R406.6, CBC 11B-406.5.9] For flared sides, there must be at least a 24-inch long segment of curb located on each side of curb ramp and within the crosswalk. [REF: CBC 11B-406.5.10]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
13	Has backfill been placed against sidewalk or adjacent ground leveled where curb ramp was constructed to prevent falling hazard? A) Is the ground adjacent to the accessible route backfilled to provide a vertical drop of less than 4", or; B) is a 6" tall warning curb provided when vertical drop is greater than 4"? [REF: CBC 11B-305.5]	<input type="checkbox"/> Yes	<input type="checkbox"/> No

GENERAL INFORMATION

- Measure slopes using a 2-foot smart level with a minimum sensor accuracy of 0.1 degrees.
- Measurements must be taken to the nearest **0.1 percent**.
- Construction allowances from the slopes and dimensions shown on the bid plan are based on the accuracy of the measuring devices specified above and are **≤ 0.2 percent** from the slope shown and **≤ ¼ inch** from the dimension shown.
- County standards for curb ramps were developed to include some allowance due to measurement accuracies so that when constructed, the curb ramp would be within the maximum and minimum requirements of Part II – United States Access Board White Paper.

*Rejection Limits Table:**Indicates the limits which will require corrective action or reconstruction of associated curb ramps.*

Cross slope of curb ramps	> 2.00%
Walks and other non-ramp surfaces	> 5.00%
Running slope of curb ramps	> 8.33%
Curb ramp flares	> 10.00%
Changes in surface elevations	> 1/4"

- At least **80%** of the measurements, including local variation measurements, shall not exceed limits set forth in Rejection Limits Table.

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:

**PEDESTRIAN SAFETY CROSSING PROJECT
PROJECT NO.: HSIPL-5904 (150)
CONTRACT NO.: 216100**

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 2015
- Standard Specifications - dated 2015
- 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 30 working days beginning on the fifteenth calendar day after the date of said approval of contract.

Section 6 - PREVAILING WAGE

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

Section 7 - WORKERS' COMPENSATION

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

Section 8 - COMPLIANCE WITH LAWS

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

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

Section 9 - NOTICES

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

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

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

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

COUNTY OF HUMBOLDT

(SEAL) BY _____

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

ATTEST:

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

BY _____
Clerk of the Board

CONTRACTOR

BY _____

TITLE _____

BY _____

TITLE _____

(Two Signatures Required For Corporation)

APPROVED AS TO FORM:

BY _____
Deputy County Counsel

INSURANCE CERTIFICATES REVIEWED
AND APPROVED:

BY _____
Risk Manager

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

PRINCIPAL

BY _____

SURETY

BY _____

Attorney-in-fact

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called Owner , in the penal sum of _____

_____ Dollars , \$ _____

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

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

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

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

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

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

ATTEST :

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

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

ATTEST :

(SEAL)

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

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

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